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UNITED STATES
SECURITIES AND EXCHANGE COMMISSION

Washington, D.C. 20549

Form 10-K

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

For the year ended December 31, 2024

or

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

For the transition period from to

Commission File Number: 001-37477

TELADOC HEALTH, INC.

(Exact name of registrant as specified in its charter)

Delaware	**04-3705970**
(State of incorporation)	*(I.R.S. Employer Identification No.)*
2 Manhattanville Road, Suite 203 **Purchase, New York**	**10577**
(Address of principal executive office)	*(Zip code)*

(203) 635-2002

(Registrant's telephone number including area code)

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

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
Common Stock, par value $0.001 per share	TDOC	The New York Stock Exchange

Securities registered pursuant to Section 12(g) of the Act: Not Applicable

Indicate by check mark if the registrant is a well-known seasoned issuer, as defined in Rule 405 of the Securities Act. Yes ☒ No ☐

Indicate by check mark if the registrant is not required to file reports pursuant to Section 13 or Section 15(d) of the Exchange Act. Yes ☐ No ☒

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

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

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

Large accelerated filer	☒	Accelerated filer	☐	Non-accelerated filer	☐	Smaller reporting company	☐
Emerging growth company	☐						

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

Indicate by check mark whether the registrant has filed a report on and attestation to its management's assessment of the effectiveness of its internal control over financial reporting under Section 404(b) of the Sarbanes-Oxley Act (15 U.S.C. 7262(b)) by the registered public accounting firm that prepared or issued its audit report. ☒

If securities are registered pursuant to Section 12(b) of the Act, indicate by check mark whether the financial statements of the registrant included in the filing reflect the correction of an error to previously issued financial statements. ☐

Indicate by check mark whether any of those error corrections are restatements that required a recovery analysis of incentive-based compensation received by any of the registrant's executive officers during the relevant recovery period pursuant to §240.10D-1(b). ☐

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

The aggregate market value of the common stock held by non-affiliates as of the last business day of the registrant's most recently completed second fiscal quarter was approximately $1,666,071,704. The registrant has no non-voting stock outstanding.

As of February 18, 2025, there were 173,672,032 shares of common stock outstanding.

DOCUMENTS INCORPORATED BY REFERENCE

Portions of the registrant's definitive proxy statement to be delivered to stockholders in connection with the 2025 annual meeting of stockholders are incorporated by reference in response to Part III of this Report to the extent stated herein.

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PART I

SPECIAL NOTE REGARDING FORWARD-LOOKING STATEMENTS

Teladoc Health, Inc., together with its subsidiaries, is referred to herein as "Teladoc Health," the "Company," or "we." Many statements made in this Annual Report on Form 10-K that are not statements of historical fact, including statements about our beliefs and expectations, are forward-looking statements and should be evaluated as such. Forward-looking statements include information concerning possible or assumed future results of operations, including descriptions of our business plan and strategies. These statements often include words such as "anticipates", "believes", "suggests", "targets", "projects", "plans", "expects", "future", "intends", "estimates", "predicts", "potential", "may", "will", "should", "could", "would", "likely", "foresee", "forecast", "continue" and other similar words or phrases, as well as statements in the future tense to identify these forward-looking statements. These forward-looking statements and projections are contained throughout this Form 10-K, including the sections entitled "Business," "Risk Factors," and "Management's Discussion and Analysis of Financial Condition and Results of Operations." We base these forward-looking statements or projections on our current expectations, plans and assumptions that we have made in light of our experience in the industry, as well as our perceptions of historical trends, current conditions, expected future developments and other factors we believe are appropriate under the circumstances and at such time. As you read and consider this Form 10-K, you should understand that these statements are not guarantees of performance or results. The forward-looking statements and projections are subject to and involve risks, uncertainties and assumptions and you should not place undue reliance on these forward-looking statements or projections. Although we believe that these forward-looking statements and projections are based on reasonable assumptions at the time they are made, you should be aware that many factors could affect our actual financial results or results of operations and could cause actual results to differ materially from those expressed in the forward-looking statements and projections. Factors that may materially affect such forward-looking statements and projections include, but are not limited to the section entitled "Risk Factors" in this Form 10-K and in our other reports and Securities and Exchange Commission ("SEC") filings. These cautionary statements should not be construed by you to be exhaustive and are made only as of the date of this Form 10-K. We undertake no obligation to update or revise any forward-looking statements, whether as a result of new information, future events or otherwise. You should evaluate all forward-looking statements made in this Form 10-K in the context of these risks and uncertainties.

Item 1. Business

Overview

Teladoc Health is the global leader in virtual care, forging a new healthcare experience with better convenience, outcomes, and value. Our mission is to empower all people everywhere to live their healthiest lives by transforming the healthcare experience.

Teladoc Health was founded on a simple, yet revolutionary idea: that everyone should have access to the best healthcare, anywhere in the world on their terms. Today, we have a vision of making virtual care the first step on any healthcare journey, and we are delivering on this mission by providing virtual care that includes primary care, mental health, chronic condition management, and more.

We have developed and built upon our diverse capabilities over the course of more than 20 years, evolving our product and service portfolio from a suite of point solutions to an integrated offering. We are creating a unified and personalized consumer experience, developing technologies to connect patients and extend the reach of care providers, delivering the highest standard of clinical quality at every touchpoint, and enhancing health decisions and outcomes with smart data and actionable insights. Regardless of people's healthcare needs, across any site of care, we aim to provide the right level of personalized support to meet that need.

We believe that we have the largest breadth of integrated products and services in the virtual care industry, enabling us to treat the whole person, from mental healthcare to physical healthcare, and from acute episodic needs to chronic needs. We strive to be the "front door" to the healthcare system for our members, with a unique ability to connect them to the care they need. People who come to us with one of these needs are in turn much more likely to rely on us for other healthcare needs, which creates the opportunity for us to build longitudinal relationships, with care that's personalized for each individual.

We aim to achieve our vision of making virtual care the first step on any healthcare journey by delivering, enabling, and empowering integrated virtual care services and experiences that span every stage of the healthcare journey.

We offer a portfolio of services and solutions covering hundreds of medical subspecialties, bolstered by technology, artificial intelligence ("AI"), machine learning and human expertise to provide an effective care experience that people value and trust. By combining the latest in data science and analytics with an award-winning user experience through a set of highly flexible integrated technology platforms, we completed approximately 17.3 million telehealth visits in 2024 through our business-to-business ("B2B") and direct-to-consumer ("D2C") channels. We provide access to healthcare through our portfolio of consumer brands 24 hours a day, 7 days a week, and 365 days a year.

We have two reportable segments: Teladoc Health Integrated Care ("Integrated Care") and BetterHelp.

Our Integrated Care segment includes a suite of global virtual medical services including general medical, expert medical services, specialty medical, chronic condition management, mental health, and enabling technologies and enterprise telehealth solutions for hospitals and health systems. Services in this segment are distributed primarily on a B2B basis.

Our BetterHelp segment primarily consists of our market leading D2C mental health platform. The online counseling and therapy services are provided via our network of over 35,000 licensed clinicians leveraging our platform for web, mobile app, phone, and text-based interactions.

Who We Serve

As of December 31, 2024, approximately 94 million members in the United States ("U.S.") have access to one or more of our products and services. The customers of our Integrated Care segment primarily consist of employers, health plans, hospitals and health systems, insurance and financial services companies (collectively "Clients"), as well as individual consumers who utilize our solutions. Clients and individual consumers purchase our solutions to expand access to convenient, affordable, and high-quality healthcare to their constituents and to reduce their healthcare spending. Our solutions offer our Clients substantial savings opportunities and an attractive return on investment. As part of this segment, we sell to our Clients on behalf of their beneficiaries, including employees and health plan members. In our various sales channels, a range of third parties, including health plans, pharmacy benefits managers, financial institutions, brokers, agents, benefits consultants, and resellers, sell our solutions to various end markets around the world. Our BetterHelp segment primarily sells directly to individual consumers.

How We Generate Revenue

For the year ended December 31, 2024, 86% of our consolidated revenue was derived from access fees. To a lesser extent, we generate revenue from visit fees as well as sales of hardware and other related services to hospital and health systems, which is reported in "other revenue".

Integrated Care Segment

Our Integrated Care segment primarily generates revenue on a contractually recurring, access fee basis. Clients pay monthly access fees on a per-member-per-month ("PMPM") model, or on a per-participant-per-month ("PPPM") model, based on the number of actively enrolled members each month. This segment also generates revenue from health system and provider Clients related to our licensed technology platform, primarily in the form of recurring access fee revenue as well as from the sale and lease of devices such as robots, carts, and tablets.

Some of our contracts place a portion of our fees at risk or provide an opportunity to earn performance-based payments for achieving specific targets for service-level metrics, cost savings, and/or clinical outcomes.

Access fees comprise the significant majority of our Integrated Care segment revenue. We also generate revenue on a per-telehealth visit basis through certain Clients with visit fee only arrangements. For certain Clients, we also earn visit fees or per-case fees in combination with access fees.

Access fees are paid by our Clients on behalf of their employees, dependents, policy holders, card holders, beneficiaries, clinicians, or as is the case with certain of our subscribers, fees are paid by our members themselves. Visit fees for general medical and specialty visits are typically paid by Clients and/or members.

Our Integrated Care segment strategy is focused on enhancing our position and pursuing growth vectors, including four key objectives:

- Grow our Client and membership base, and further the engagement and usage of our service offerings;
- Leverage clinical strength and product breadth to deepen impact on patient care and outcomes;
- Expand and deepen our global business across key markets, customer channels and product offerings; and
- Advance our scaled mental health position to increase access and serve needs of more people.

BetterHelp Segment

In our BetterHelp segment, we primarily generate revenue from paying users who most commonly pay a weekly or monthly fee to access our network of psychotherapists as well as to use our BetterSleep app designed to help people improve their sleep quality and overall well-being.

Our BetterHelp strategy is focused on stabilizing results and returning to long-term growth, including four key objectives:

- Grow our underlying user base, and sustain or increase engagement levels and related fundamentals;
- Advance our value proposition through product features, services, and other enhancements;
- Further expand our international position through more localized offerings (language and therapists); and
- The ability for our user base to access benefit coverage for mental health, where applicable.

The Teladoc Health Brand Portfolio

Our Teladoc Health family of brands – which include, among others, Teladoc and BetterHelp, deliver access to advice and resolution for a broad array of healthcare needs, in intuitive, award-winning experiences designed to meet the expectations of today's consumers, from children to the senior population. The most common way for individuals to engage with our services is by using a mobile device, reflecting the growing consumer adoption of mobile technology and applications in managing their health.

Our Competitive Strengths

We believe that Teladoc Health is the leading global virtual healthcare provider because of our strong competitive advantages that address the most pressing challenges and trends in the delivery of healthcare around the world. We believe our history of innovation and long-standing operational excellence provide us with significant first-mover advantages, and we continue to invest and expand our services and geographic footprint globally. As the first comprehensive virtual healthcare company providing integrated care at scale, we have pioneered solutions and created what we believe are collectively the telehealth industry's first and only offerings of their kind. Our competitive advantages allow us to deliver integrated care solutions that create and demonstrate positive clinical outcomes for our members and strong return on investment for our Clients.

Comprehensive Suite of Virtual Healthcare Clinical Services

We believe that we are the first and only company to provide a comprehensive and integrated virtual healthcare solution that both provides and enables care for a full spectrum of clinical conditions, including wellness and prevention, acute care, chronic conditions, and complex healthcare needs. We also provide a broad range of programs and services, including primary and specialty care telehealth solutions, chronic condition management, expert medical services, mental health solutions, and platform & program services.

Global Footprint Spanning Clients, Medical Operations and Members

We believe we have the only global virtual healthcare footprint spanning a diverse set of Client channels, medical operations, and members. Combining our suite of international clinical capabilities with our technology and operational scale uniquely equips us to meet the needs of multinational employers.

Unmatched Breadth of Solutions for Clients Across All Channels Served

We deliver a comprehensive set of solutions to a diverse Client population through a highly efficient and effective distribution network wherein we reach Clients and individuals in our Integrated Care segment through our Clients and channel partners. In our BetterHelp segment, we primarily market our solution directly to potential members.

We believe the breadth of our distribution strategy allows us to directly reach individuals and Clients of nearly every size and in nearly every market.

Comprehensive Engagement Model that Drives Utilization

We believe that our ability to drive behavior change on a global scale to deliver the highest utilization of virtual healthcare services in the industry is a key competitive differentiator for Teladoc Health. We utilize a combination of our proprietary engagement science, our "surround sound" capabilities, personalized individual experiences, as well as our deep knowledge and expertise of various populations to increase the adoption of our virtual care services.

Our engagement science is a unique combination of the application of predictive analytics and modeling, our deep experience with all population demographics, and expertise in applying this knowledge to our member populations on a global scale. With our proprietary engagement science, we target members using behavioral triggers, advanced predictive modeling, and demographic/firmographic insights. This increases efficiency and the impact of our communications by reaching the right member, with the right personalized message, in the right micro moments of their day-to-day lives.

We believe that our "surround sound" capabilities are unique in the breadth and scale of media mix, analytics, and targeting techniques that we actively deploy across our diverse member populations on a global scale. We use these capabilities, plus our engagement science, to drive awareness and utilization of Teladoc Health services through innovative media strategies designed to reach members in their homes, on the go, and in their moments of need. Our surround sound capabilities and strategies are continuously being evaluated, analyzed, and evolved to meet ever-shifting consumer behaviors.

Intelligent, Adaptable and Innovative Solution to Integrated Care

We have taken an innovative approach to technology to address integrated care. We have fused technology, logistics, and behavioral and clinical science, with data science serving as the intelligent connective tissue that powers our integrated care model. We have a large and unique set of data points that gives us a longitudinal understanding of an individual's clinical truth and enables us to engage in a holistic stepped care model. We integrate capabilities for our members across health plan, employer, and health system relationships, in a way that we believe is unique in the industry.

Our platform features the full range of health support – from AI engine-driven "nudges" and health coaches to therapists and board-certified physicians and the world's leading specialists – available anytime, anywhere we operate to ensure the right care is always delivered.

Highly Scalable and Secure API-Driven Technology Integrated Platform

Our core platform is a highly scalable, integrated, application program interface ("API") driven technology platform, for virtual healthcare delivery, with multiple real-time integrations spanning the healthcare ecosystem.

The core platform is equipped to provide the same level of member support and response time for upwards of 100,000 visits per day. Further, our platform has been built to accommodate the seamless and quick introduction of new clinical and digital services and products.

We leverage and develop a unique combination of cloud-based technology that integrates smart connected devices with sophisticated data science to deliver personalized health insight. For example, we provide a unique and proprietary

blood glucose meter to members enrolled in our diabetes program. This Class II, U.S. Food and Drug Administration (“FDA”)-cleared medical device includes a cellular antenna and color touchscreen to provide seamless integration with our platform. Our proprietary software relays the blood glucose measurements and user inputs to our cloud service, and then displays targeted communications and AI-selected “nudges” based on the current context and medical history of the member. These communications are dynamically personalized and optimized using our algorithms to deliver improved clinical health outcomes, which drives value to the healthcare ecosystem. The software on the device can also be remotely upgraded through the cellular antenna to deliver usability improvements and program enhancements.

Our platform’s APIs power external connectivity and deep integration with a wide range of payors, electronic medical records ("EMR"), third-party applications, and other interfaces with employers, hospital systems, and health systems, which we believe uniquely positions us as a long-term partner meeting the unique needs of the rapidly changing healthcare industry. We are able to white label our solutions, so they fit into the plans and strategies of our Clients, all on a platform that is high performing and highly scalable.

Our platform is compliant with numerous international data and privacy regulations, including the General Data Protection Regulation (“GDPR”), data-in-country rules, and other national requirements. This gives us the opportunity and ability to offer our products and services internationally, using the host countries’ languages and currencies, and addressing their specific local needs. We are also able to customize our platform for key partnerships globally.

Due to the sensitive nature of our members’ and Clients’ data, we have a heightened focus on data security and protection. We have a rigorous and comprehensive information security program managed by a dedicated team of security engineers and analysts. We have implemented telehealth industry standard processes, policies, and tools through all levels of our software development and network administration, including regularly scheduled vulnerability scanning and third-party penetration testing to reduce the risk of vulnerabilities in our system. In addition, our enterprise security program is periodically evaluated by expert third parties to ensure we are meeting or exceeding standards, best practices, and regulatory requirements. One example of such an independent third-party certification that we have achieved is the Health Information Trust Alliance ("HITRUST").

To meet the growing needs of hospitals and health systems, as well as multi-national insurers, our proprietary licensed platform enables Clients to fully integrate private instances of our platform alongside their traditional modes of delivering healthcare to their patients. Leveraging the flexibility and customization available on the platform, most of these implementations incorporate deep integration with the hospital’s or health system’s EMR platform for scheduling and bi-directional clinical data sharing.

Our unique technology designed for the hospital and health system market is a complete end-to-end telehealth solution, including patient intake, emergent and scheduled encounters, video conferencing capabilities (including our virtual care end-point offering, Inpatient Connected Care), access to medical images, full application-specific clinical documentation tools – including interfaces to health system EMRs, and complete operational and clinical reporting and analytics. The technology also supports industry-leading medical devices such as robots, carts, and tablets via a unique network architecture for maximum performance, reliability, and security. The solution supports the entire patient journey and the full range of telehealth use cases encountered by hospitals and health systems.

Clinical Capabilities Tailored to Virtual Care

We deliver high-quality clinical care and advice in a virtual setting to our members through the unique mix of our proprietary guidelines, breadth and depth of clinical quality data and analytics as well as through our in-house and third-party medical professionals.

We apply analytics to the de-identified data points generated in our millions of visits with patients to continuously improve the clinical quality of our services. These data sets and insights are applied to enhance the ability of providers in the THMG Association (as defined below) to deliver quality care through tools such as provider dashboards, as well as serving as a foundation for clinical innovation and collaboration with other leading healthcare organizations that are focused on the advancement of virtual care delivery.

We established The Institute for Patient Safety and Quality of Virtual Care in 2019, the healthcare industry’s first Patient Safety Organization (“PSO”) dedicated to virtual care with the mission of conducting quality and safety initiatives with and on behalf of key healthcare stakeholders, including other PSOs, to improve the delivery of virtual care. This PSO

is formally recognized by the U.S. Department of Health and Human Services ("HHS") and certified by the Agency for Healthcare Research and Quality.

Our Growth Strategies

Enable A Virtual First Strategy for Consumer Healthcare Access

Our vision is to position virtual care as the first place individuals go to get the care they need and manage their health. For whatever healthcare needs an individual has, across any site of care, we aim to provide the right level of personalized support to meet that need. As we drive the world to a "virtual first" mindset, we believe Teladoc Health has the enterprise scale, technical capabilities, clinical depth, and consumer engagement expertise to achieve this vision.

Teladoc Health's platform delivers a single solution leveraging our comprehensive clinical expertise, data, and scale, to address the complete spectrum of conditions from non-critical, episodic care to chronic conditions and mental health conditions. The virtual first model is built on our integrated platform, combining smart technologies, AI and machine learning, rich data exchange, digital self-management tools, integrated remote patient monitoring devices, analytics, and scalability to streamline care and drive better outcomes. Our platform matches the expectations of today's digital consumer by delivering a new kind of healthcare experience that is personalized, convenient, and connected.

Expand our Suite of Services to Address Unmet Needs

We believe that our integrated technology platforms address significant unmet needs, and we intend to continue to expand our solutions across use cases and additional care settings and clinical conditions, including virtual primary care, virtual care in a hospital room, home care, post discharge follow-ups, wellness/screening, and new areas in chronic care.

We continue to expand our virtual primary care offering, Primary360, through commercial health plans, employers, and other organizations that sponsor healthcare for individuals and families in the U.S. Our strategy is to deliver a reimagined model for primary care, build on a foundation of integrated, multi-source data, leveraging a unified whole person experience; dedicated care team of physicians and non-medical doctors for a personalized longitudinal care plan; continuous guidance and support; navigation and coordination with high quality providers; and "last mile" services like lab testing, prescriptions, and in-home exams. We believe that Primary360 will be an effective gateway to the full range of our services for an individual. Clients have adopted Primary360 utilizing different models, including making it a care option for all members in a broad employee or health plan population, or offering a specific Virtual First Health Plan designed for Primary360 to be the access point for primary care for members. We intend to continue to respond quickly to evolving market needs with innovative solutions.

Our Inpatient Connected Care offering enables hospitals, health systems, and other clinical facilities to turn the television in every patient room into a virtual care end-point, utilizing a special purpose set-top box, camera, microphone, software, and networking. Through our technology and workflows, Clients can more efficiently administer admissions, discharge planning, patient education, nursing coverage, and virtual provider consultations, improving efficiency and quality of care, and helping address hospital staffing challenges.

We continue to invest in new expansions and innovation within our chronic care management and mental health suite of offerings, such as myStrength Complete and Chronic Care Complete. myStrength Complete is an integrated mental health service providing personalized, targeted care to consumers in a single, comprehensive experience. myStrength Complete's proprietary stepped care model is designed to seamlessly combine app-based tools and coaching expertise with our therapists and psychiatrists to ensure that consumers get the level of mental health support and care they need, when they need it. Chronic Care Complete is a first-of-its-kind chronic condition management solution to help individuals improve their health outcomes while living with multiple chronic conditions. This solution provides members with a unified, comprehensive experience that leverages connected health monitoring devices, access to health coaches and support from physicians and mental health specialists. Examples of expansion and innovation include enhanced gaps in care reporting, home delivery of continuous glucose monitors and A1c test kits, flexibility to use a wider range of monitoring devices, and expanded availability of mental health therapy for adolescents. We believe that these and other enhancements will improve quality of care and patient experience and expand the scope of populations we serve.

Increase Engagement and Long-term Relationships with Our Members by Driving Expanded Access & Enhanced Touch Points

We believe there is significant opportunity within our existing membership base to increase engagement by continually driving awareness and usage of our solutions. We believe our platform can become the primary entry point for on-demand, virtual healthcare for eligible individuals around the world. We expect to continually refine and enhance our user experience, which is a critical driver of new and repeat engagement, and building longer term relationships with our members, and to continue validating our member satisfaction with surveys and other proactive tools.

Our mobile app is foundational for us as we have redefined virtual healthcare delivery. Our unified mobile app seamlessly offers members access to all of our virtual health services within a single, modern, user-friendly digital experience, under the Teladoc Health brand to support member engagement, multi-program enrollment, and longitudinal relationships with members. In addition, our integrated smart devices, such as our cellular blood glucose monitor, provide additional touch points for engaging members with relevant AI driven nudges to drive behavior change and improved health outcomes.

As we expand the range of products and services available to our members, we are investing in a seamless, relevant, and personalized virtual and digital experience that provides smart guidance for our members.

Our industry leading capabilities and expertise enable unique types of partnerships where our services are delivered to our partners with their brands, logos, and workflows on mobile and web platforms. These integrated member experiences drive higher member engagement, convenience, and utilization.

Expand Penetration of our Suite of Services Among Existing Clients

We believe that we offer a highly differentiated suite of solutions for a broad range of market channels, spanning the spectrum of traditional healthcare system participants such as employers, health plans, and health systems as well as global financial services businesses and other organizations. We plan to execute this strategy by selling additional, high value services to our Clients, including our primary care services, chronic condition management programs, and mental health services. We believe that this strategy will help drive an increase in our average revenue per member over time.

Within existing Clients, we believe our current membership represents only a portion of the potential members available to us. Our existing health plan Clients and self-insured Clients associated with these health plans currently purchase our solutions for only a portion of their beneficiaries in the aggregate, and we estimate this provides us the opportunity to grow our membership base by expanding our penetration within our existing Clients. We also have substantial room to drive cross-sell opportunities of chronic condition management products into our Client base of telehealth customers.

Leverage Existing Distribution Channels and Expand Penetration of Global Markets

We have developed a highly effective and efficient global distribution network. Our international operations are headquartered in Barcelona, Spain with satellite locations in Europe, South America, and Asia. With these locations, we are able to provide 24x7 services to our members internationally. When medically necessary, our doctors can help members navigate the local health systems to obtain the best healthcare for their situation.

Our international Client base, largely comprising global financial services and health insurance companies, provides fertile ground for expansion of our product portfolio through existing partners in attractive markets where our infrastructure is already in place. We also market our solution in international markets, supporting the needs of government health systems and hospitals, as well as private entities. In addition, we partner with companies, such as consumer telecommunications companies, in certain international markets to offer virtual care services on a co-branded or white-labelled basis directly to customers of those companies and other consumers.

We also plan to continue to expand BetterHelp to additional international markets through more localized offerings.

Drive Direct-To-Consumer Channel Growth

We plan to continue driving growth through investments in our D2C channels, which primarily includes our BetterHelp segment. Relative to our mental health capabilities, BetterHelp is the leader in the D2C therapy market, both in terms of the number of individuals enrolled and the number of licensed professionals who provide services on the platform. The scale of our data and provider network, powered by our data science capabilities, creates a competitive advantage for us in providing an optimal match of an individual with a provider, increasing the rate of success in therapy. We leverage diverse customer acquisition channels and increase organic sources of traffic, which reduces dependence on any single source of member acquisition. Even with our strong historical growth, we believe there is substantial untapped growth potential, both domestically and internationally. Historically, almost half of individuals seeking care from BetterHelp have never sought therapy before, suggesting that the availability of high quality, convenient, consumer friendly virtual mental healthcare is expanding the mental healthcare market. We have also begun to explore the ability for users to access insurance coverage for BetterHelp services.

Expand Through Focused Investments and Acquisitions

We plan to continue to support our overall strategy and market leadership with selective investments and acquisitions. To date, we have completed multiple acquisitions that have expanded our distribution capabilities, broadened our service offering, and created a broad global footprint. Our acquisition strategy is centered on acquiring products, capabilities, clinical specialties, technologies, and distribution channels that are highly scalable and rapidly growing. We have also established a track record of integrating these acquisitions to deliver incremental value to our Clients and members.

Sales and Marketing

We sell our Integrated Care services principally through our direct sales organization. Our direct sales team comprises enterprise focused sales professionals, who are supported by a sales operations staff, including product technology experts, lead generation professionals, and sales data experts. We maintain relationships with key industry participants including benefit consultants, brokers, group purchasing organizations, health plans, and hospital partners.

We generate Client leads, accelerate sales opportunities, and build brand awareness through our marketing programs. Our marketing programs target human resource, benefits, and finance executives in addition to technology and health professionals, senior business leaders, and healthcare channel partners. Our principal marketing programs include use of our website to provide information about our company and our solutions, as well as learning opportunities for potential members; integrated marketing campaigns; and participation in industry events, trade shows, and conferences.

We sell our BetterHelp services principally by marketing our solution directly to potential users. We also rely on relationships with a wide variety of third parties, including Internet search providers such as Google, social networking platforms such as Facebook, internet advertising networks, co-registration partners, retailers, distributors, television advertising agencies, and direct marketers, to source new users and to promote or distribute our services and products.

Research and Development

Our ability to compete depends, in large part, on our continuous commitment to rapidly introduce new products, services, technologies, features, and functionality. We have invested, and expect to continue to invest, significant resources in research and development and acquisitions to enhance our existing solutions and introduce innovative products and capabilities. Our multi-disciplinary team includes a product development team responsible for the design, development, testing, and certification of our solutions. It also includes software engineering teams responsible for solution development and deployment, and a data science team providing the insight that powers our differentiated health actions. We continuously focus on developing new products and further enhancing the usability, functionality, reliability, performance, and flexibility of our solutions.

Competition

We view our competitors as those companies that currently (or in the future will) (i) provide virtual care services, such as the delivery of on-demand access to healthcare and chronic condition management and/or (ii) develop and market virtual care technology (devices, software, and systems) . Competition focuses on, among other factors, experience in

operation, customer service, quality of technology and know-how, ability to generate and demonstrate clinical and financial outcomes for clients, and reputation.

Integrated Care Segment

Competitors in the telehealth and expert medical services market include MDLive, Inc. (now owned by Cigna), American Well Corporation, Included Health, and Accolade, Inc., among other participants. In the digital chronic condition management market, competitors include Omada Health, Inc., Virta Health Corp., and other participants. In the market for technology solutions for hospitals and health systems, competitors include American Well Corporation and MDLive, Inc., as well as smaller technology providers. We also face competition from large, well-financed health plans that in some cases have developed their own virtual care, expert medical service or chronic condition management tools, as well as large technology and retail companies, such as Amazon and Walmart, which have developed or acquired their own virtual care solutions.

BetterHelp Segment

In the D2C mental health and other wellness services markets, competitors include a variety of smaller direct-to-consumer platforms, including Talkspace and Calm.

Teladoc Health Medical Group, P.A.

We provide business support and administrative services pursuant to a services agreement with our affiliated clinical entities, including Teladoc Health Medical Group, P.A., formerly Teladoc Physicians, P.A. ("THMG"), which operate our Integrated Care telehealth provider network. We do not own THMG, which is a 100% physician-owned independent entity, or the professional corporations with which it contracts. Instead, THMG and the professional corporations (collectively, the "THMG Association") are owned by physicians licensed in their respective jurisdictions. Under the services agreement with THMG, we have agreed to serve, on an exclusive basis, as manager and administrator of the THMG Association's non-clinical functions and services related to the provision of the telehealth services by providers employed by or under contract with the THMG Association. The non-clinical functions and services we provide under the services agreement primarily include member management services, such as maintaining network operations centers for our members to request a visit with the THMG Association's providers, member billing and collection administration, and maintenance and storage of member medical records. THMG has agreed to provide our members, through its providers, access to telehealth services and recommended treatment 24 hours per day, 365 days per year. The services agreement also requires THMG to maintain the state licensure and other credentialing requirements of its providers. The services agreement has a 20-year term unless earlier terminated upon mutual agreement of the parties or unilaterally by a party following the commencement of bankruptcy or liquidation proceeds by the non-terminating party, a material breach of the services agreement by the non-terminating party, or a governmental or judicial termination order related to the services agreement. The THMG Association is considered a variable interest entity and its financial results are included in Teladoc Health's consolidated financial statements.

Seasonality

Our business has historically been subject to seasonality. In our Integrated Care segment, a concentration of our new Client contracts have an effective date of January 1 as a result of many Clients' introduction of new services at the start of each calendar year. Therefore, while membership increases, utilization and enrollment rates are dampened until service delivery ramps up over the course of the year. In addition, as a result of seasonal cold and flu trends, we historically have experienced our highest level of visit and other fee revenue during the first and fourth quarters of each year.

Due to the higher cost of customer acquisition during the end-of-year holiday season, our BetterHelp segment has historically reduced marketing activity during the fourth quarter. As a result of this dynamic, we have typically experienced fewer new member additions and strong operating income performance in the fourth quarter. Conversely, as marketing activity typically resumes at the start of the year, we typically experience weak operating income performance during the first quarter as new customer acquisition and revenue growth lags marketing spend.

See "Risk Factors—Risks Related to Our Business and Industry—Our quarterly results may fluctuate significantly, which could adversely impact the value of our common stock." included elsewhere in this Annual Report on Form 10-K.

Health Equity

Our commitment to health equity is central to our mission of empowering all people everywhere to live their healthiest lives. We continue to make targeted investments to advance health equity by capturing and leveraging actionable data, designing for equity in our products and services, supporting the social drivers of health, and contributing to the industry's collective progress in this area via partnerships and collaboration.

As health equity increasingly becomes a regulatory and market differentiating reality for our Clients, Teladoc Health remains well positioned to meet the diverse needs, preferences, and circumstances of those whom we collectively serve. Our size, scale, and quality infrastructure enable us to continually assess and improve our services in order to deliver equitable access, experiences, and outcomes for all.

Regulatory Environment

Our operations are subject to comprehensive U.S. federal, state and local, and comparable multiple levels of international regulation in the jurisdictions in which we do business. The laws and rules governing our business and interpretations of those laws and rules continue to expand and become more restrictive each year and are subject to frequent change. Our ability to operate profitably will depend in part upon our ability, and that of our affiliated providers, to maintain all necessary licenses and to operate in compliance with applicable laws and rules. Those laws and rules continue to evolve, and we therefore devote significant resources to monitoring developments in healthcare and medical practice regulation. As the applicable laws and rules change, we are likely to make conforming modifications in our business processes from time to time. In many jurisdictions where we operate, neither our current nor our anticipated business model has been the subject of judicial or administrative interpretation. We cannot be assured that a review of our business by courts or regulatory authorities will not result in determinations that could adversely affect our operations or that the healthcare regulatory environment will not change in a way that restricts our operations.

Since the onset of the COVID-19 pandemic, state and federal regulatory authorities have reduced or removed a number of regulatory requirements in order to increase the availability of telehealth services. For example, changes were made to the Medicare and Medicaid programs (through waivers and other regulatory authority) to increase access to telehealth services by, among other things, increasing reimbursement, permitting the enrollment of out of state providers, and eliminating prior authorization requirements. It is uncertain how long these COVID-19 related regulatory changes will remain in effect. We do not believe that our operations or results will be materially adversely affected by a return to the status quo from a regulatory perspective.

For additional discussion of our regulatory environment, see “Risk Factors” included in Part I, Item 1A of this Annual Report on Form 10-K.

Telehealth Provider Licensing, Medical Practice, Certification and Related Laws and Guidelines

The practice of medicine, including the provision of mental health services, is subject to various federal, state, and local certification and licensing laws, regulations, and approvals, relating to, among other things, the adequacy of medical care, the practice of medicine (including the provision of remote care and cross coverage practice), equipment, personnel, operating policies and procedures, and the prerequisites for the prescription of medication. The application of some of these laws to telehealth is unclear and subject to differing interpretation. Physicians, physician assistants, advanced practice registered nurses, nurses, and mental health professionals who provide professional medical or mental health services to a patient via telehealth must, in most instances, hold a valid license to practice medicine or to provide mental health treatment in the state in which the patient is located. We have established systems for ensuring that our affiliated providers are appropriately licensed under applicable state law and that their provision of telehealth to our members occurs in each instance in compliance with applicable rules governing telehealth. Failure to comply with these laws and regulations could result in our services being found to be non-reimbursable or prior payments being subject to recoupments and can give rise to civil or criminal penalties.

U.S. Corporate Practice of Medicine; Fee Splitting

We contract with physician-owned professional associations and professional corporations to deliver our U.S. telehealth services to their patients. We enter into business support services contracts with these physician-owned professional associations and professional corporations pursuant to which we provide them with non-clinical functions and services related to the provision of the telehealth services by the providers, such as maintaining network operations centers

for our members to request a visit with the providers, member billing and collection administration, and maintenance and storage of member medical records, and the professional associations and professional corporations pay us for those services out of the fees they collect from patients and third-party payors. These contractual relationships are subject to various state laws that prohibit fee splitting or the practice of medicine by lay entities or persons and are intended to prevent unlicensed persons from interfering with or influencing the physician's professional judgment. In addition, various state laws also generally prohibit the sharing of professional services income with nonprofessional or business interests. Activities other than those directly related to the delivery of healthcare may be considered an element of the practice of medicine in many states. Under the corporate practice of medicine restrictions of certain states, decisions and activities such as clinician scheduling, contracting, setting rates, and the hiring and management of non-clinical personnel may implicate the restrictions on the corporate practice of medicine. Numerous states, including Oregon, Washington, California, Massachusetts, and Connecticut have introduced or are currently introducing bills to codify and strengthen their corporate practice of medicine prohibitions. If such bills are passed into law, it may necessitate a change in the way we contract with the THMG Association and the BetterHelp platform.

State corporate practice of medicine and fee splitting laws vary from state to state and are not always consistent among states. In addition, these requirements are subject to broad powers of interpretation and enforcement by state regulators. Some of these requirements may apply to us even if we do not have a physical presence in the state, based solely on our engagement of a provider licensed in the state or the provision of telehealth to a resident of the state. Regulatory authorities or other parties, including the THMG Association's providers, may assert that, despite our contractual arrangements with the THMG Association and the BetterHelp platform, we are directly engaged in the corporate practice of medicine or that our contractual arrangements with affiliated physician groups constitute unlawful fee splitting. In this event, failure to comply could lead to adverse judicial or administrative action against us and/or the THMG Association's providers, civil or criminal penalties, receipt of cease-and-desist orders from state regulators, invalidation of certain contracts, demands to repay reimbursements from third party payors, loss of provider licenses, the need to make changes to the terms of engagement of the THMG Association's providers that interfere with our business and other materially adverse consequences.

U.S. Federal and State Fraud, Waste, and Abuse Laws

Federal Stark Law

We are subject to the federal self-referral prohibitions, commonly known as the Stark Law. Where applicable, this law prohibits a physician from referring Medicare patients to an entity providing "designated health services" if the physician or a member of such physician's immediate family has a "financial relationship" with the entity, unless an exception applies. The penalties for violating the Stark Law include the denial of payment for services ordered in violation of the statute, mandatory refunds of any sums paid for such services, civil penalties of up to $29,899 for each violation, and twice the dollar value of each such service and possible exclusion from future participation in the federally funded healthcare programs. A person who engages in a scheme to circumvent the Stark Law's prohibitions may be fined up to $199,338 for each applicable arrangement or scheme. The Stark Law is a strict liability statute, which means proof of specific intent to violate the law is not required. In addition, the government and some courts have taken the position that claims presented in violation of the various statutes, including the Stark Law can be considered a violation of the federal False Claims Act (described below) based on the contention that a provider impliedly certifies compliance with all applicable laws, regulations and other rules when submitting claims for reimbursement. A determination of liability under the Stark Law could have a material adverse effect on our business, financial condition, and results of operations.

Federal Anti-Kickback Statute

We are also subject to the federal Anti-Kickback Statute. The Anti-Kickback Statute is broadly worded and prohibits the knowing and willful offer, payment, solicitation or receipt of any form of remuneration in return for, or to induce, (i) the referral of a person covered by Medicare, Medicaid or other governmental programs, (ii) the furnishing or arranging for the furnishing of items or services reimbursable under Medicare, Medicaid or other governmental programs, or (iii) the purchasing, leasing, or ordering or arranging or recommending purchasing, leasing or ordering of any item or service reimbursable under Medicare, Medicaid or other governmental programs. Certain federal courts have held that the Anti-Kickback Statute can be violated if "one purpose" of a payment is to induce referrals. In addition, a person or entity does not need to have actual knowledge of this statute or specific intent to violate it to have committed a violation, making it easier for the government to prove that a defendant had the requisite state of mind or "scienter" required for a violation. Moreover, the government may assert that a claim including items or services resulting from a violation of the Anti-Kickback Statute constitutes a false or fraudulent claim for purposes of the False Claims Act, as discussed below. Violations of the Anti-Kickback Statute can result in exclusion from Medicare, Medicaid or other governmental programs

as well as civil and criminal penalties, including civil monetary penalties of up to $120,816, and criminal fines of $100,000 per violation, and three times the amount of the unlawful remuneration, and imprisonment of up to ten years. Imposition of any of these remedies could have a material adverse effect on our business, financial condition, and results of operations. In addition to a few statutory exceptions, the HHS Office of Inspector General ("OIG") has published safe-harbor regulations that outline categories of activities that are deemed protected from prosecution under the Anti-Kickback Statute provided all applicable criteria are met. The failure of a financial relationship to meet all of the applicable safe harbor criteria does not necessarily mean that the particular arrangement violates the Anti-Kickback Statute. However, conduct and business arrangements that do not fully satisfy each applicable safe harbor may result in increased scrutiny by government enforcement authorities, such as the OIG.

False Claims Act

Both federal and state government agencies have continued civil and criminal enforcement efforts as part of numerous ongoing investigations of healthcare companies and their executives and managers. Although there are a number of civil and criminal statutes that can be applied to healthcare providers, a significant number of these investigations involve the federal False Claims Act. These investigations can be initiated not only by the government but also by a private party asserting direct knowledge of fraud. These "qui tam" whistleblower lawsuits may be initiated against any person or entity alleging such person or entity has knowingly or recklessly presented, or caused to be presented, a false or fraudulent request for payment from the federal government or has made a false statement or used a false record to get a claim approved. In addition, the improper retention of an overpayment for 60 days or more is also a basis for a False Claim Act action, even if the claim was originally submitted appropriately. Penalties for False Claims Act violations include fines ranging from $13,058 to $27,018 for each false claim, plus up to three times the amount of damages sustained by the federal government. A False Claims Act violation may provide the basis for exclusion from the federally funded healthcare programs. In addition, some states have adopted similar fraud, whistleblower, and false claims provisions.

State and Foreign Fraud, Waste, and Abuse Laws

Several states and foreign jurisdictions in which we operate have also adopted or may adopt similar fraud, waste, and abuse laws as described above. The scope of these laws and the interpretations of them vary by jurisdiction and are enforced by local courts and regulatory authorities, each with broad discretion. Some state fraud, waste, and abuse laws apply to items or services reimbursed by any payor, including patients and commercial insurers, not just those reimbursed by a federally funded healthcare program. A determination of liability under such state fraud, waste, and abuse laws could result in fines and penalties and restrictions on our ability to operate in these jurisdictions.

Other Healthcare Laws

The federal Health Insurance Portability and Accountability Act of 1996, as amended by the Health Information Technology for Economic and Clinical Health Act ("HITECH") and their implementing regulations, (collectively, "HIPAA"), established several separate criminal penalties for making false or fraudulent claims to insurance companies and other non-governmental payors of healthcare services. Under HIPAA, these two additional federal crimes are: "Healthcare Fraud" and "False Statements Relating to Healthcare Matters." The Healthcare Fraud statute prohibits knowingly and recklessly executing a scheme or artifice to defraud any healthcare benefit program, including private payors. A violation of this statute is a felony and may result in fines, imprisonment or exclusion from government sponsored programs. The False Statements Relating to Healthcare Matters statute prohibits knowingly and willfully falsifying, concealing, or covering up a material fact by any trick, scheme or device, or making any materially false, fictitious, or fraudulent statement in connection with the delivery of or payment for healthcare benefits, items, or services. A violation of this statute is a felony and may result in fines or imprisonment. This statute could be used by the government to assert criminal liability if a healthcare provider knowingly fails to refund an overpayment. These provisions are intended to punish some of the same conduct in the submission of claims to private payors as the federal False Claims Act covers in connection with governmental health programs.

In addition, the Civil Monetary Penalties Law imposes civil administrative sanctions for, among other violations, inappropriate billing of services to federally funded healthcare programs and employing or contracting with individuals or entities who are excluded from participation in federally funded healthcare programs. Moreover, a person who offers or transfers to a Medicare or Medicaid beneficiary any remuneration, including waivers of copayments and deductible amounts (or any part thereof), that the person knows or should know is likely to influence the beneficiary's selection of a particular provider, practitioner, or supplier of Medicare or Medicaid payable items or services may be liable for civil monetary penalties for each wrongful act. Moreover, in certain cases, providers who routinely waive copayments and

deductibles for Medicare and Medicaid beneficiaries can also be held liable under the Anti-Kickback Statute and civil False Claims Act, which can impose additional penalties associated with the wrongful act. One of the statutory exceptions to the prohibition is non-routine, unadvertised waivers of copayments or deductible amounts based on individualized determinations of financial need or exhaustion of reasonable collection efforts. The OIG emphasizes, however, that this exception should only be used occasionally to address special financial needs of a particular patient. Although this prohibition applies only to federal healthcare program beneficiaries, the routine waivers of copayments and deductibles offered to patients covered by commercial payers may implicate applicable state laws related to, among other things, unlawful schemes to defraud, excessive fees for services, tortious interference with patient contracts, and statutory or common law fraud.

Health Information Privacy and Security Laws

There are numerous U.S. federal and state laws and regulations related to the privacy and security of personally identifiable information ("PII"), including health information. In particular, HIPAA establishes privacy and security standards that limit the use and disclosure of protected health information ("PHI") and require the implementation of administrative, physical, and technical safeguards to ensure the confidentiality, integrity and availability of individually identifiable health information in electronic form. In addition, numerous states, including California, Colorado, Washington, Nevada, and Connecticut amongst others, have passed consumer privacy laws intended to supplement the protections provided by HIPAA, Teladoc Health, the THMG Association and its providers, our health plan Clients and our employee welfare benefit plan Clients are all regulated as covered entities under HIPAA, and are required to comply both with HIPAA and applicable state privacy laws. HIPAA's requirements are also directly applicable to the independent contractors, agents, and other "business associates" of covered entities that create, receive, maintain, or transmit PHI in connection with providing services to covered entities. We are also at times a business associate of other covered entities when we are working on behalf of our affiliated medical groups.

Violations of HIPAA may result in significant civil and criminal penalties, and a single breach incident can result in violations of multiple standards. Teladoc Health, on our own and as part of our management responsibilities to the THMG Association, is required to comply with HIPAA's breach notification rule. Under the breach notification rule, covered entities must notify affected individuals without unreasonable delay in the case of a breach of unsecured PHI, which has more than a low probability of compromising the privacy, security, or integrity of the PHI. In addition, notification must be provided to the HHS and the local media in cases where a breach affects more than 500 individuals. Breaches affecting fewer than 500 individuals must be reported to HHS on an annual basis. The regulations also require business associates of covered entities to notify the covered entity of breaches by the business associate. Notification must also be made in certain circumstances to affected individuals, federal authorities, and others.

State attorneys general also have the right to prosecute HIPAA violations committed against residents of their states. While HIPAA does not create a private right of action that would allow individuals to sue in civil court for a HIPAA violation, its standards have been used as the basis for the duty of care in state civil suits, such as those for negligence or recklessness in misusing personal information. In addition, HIPAA mandates that HHS conduct periodic compliance audits of HIPAA covered entities and their business associates for compliance. HIPAA also tasks HHS with establishing a methodology whereby harmed individuals who were the victims of breaches of unsecured PHI may receive a percentage of the Civil Monetary Penalty fine paid by the violator. We expect federal and state HIPAA privacy and security enforcement efforts to continue to increase.

The privacy and security of personal information stored, maintained, received or transmitted electronically is an enforcement priority in the U.S. and internationally. While we strive to comply with all applicable privacy and security laws and regulations, as well as our own posted privacy policies, legal standards for privacy, including but not limited to "unfairness" and "deception," as enforced by the Federal Trade Commission ("FTC") and state attorneys general, any failure or perceived failure to comply with such requirements may result in proceedings or actions against us by government entities or private parties, or could cause us to lose Clients or members, any of which could have a material adverse effect on our business. For example, we have been subject to litigation alleging improper disclosure and/or use of PII and PHI. Recently, there has been an increase in public awareness of privacy issues in the wake of revelations about the activities of various government agencies and in the number of private privacy-related lawsuits filed against companies. Any allegations about our practices with regard to the collection, use, disclosure, or security of personal information or other privacy-related matters, even if unfounded and even if we are in compliance with applicable laws, could damage our reputation and harm our business.

Many states in which we operate and in which our members reside also have laws that protect the privacy and security of personal information, including health information. These laws may be similar to, or even more protective, and may apply more broadly than HIPAA and other federal privacy laws, or they apply to personal information that HIPAA

does not regulate. For example, the California Consumer Privacy Act of 2018 ("CCPA") protects the personal information of California consumers regardless of the location of the business holding the information. The California Privacy Rights Act ("CPRA") provides additional rights for California consumers and went into effect on January 1, 2023. Numerous states have enacted, or are currently reviewing, legislation that is similar to the CCPA and/or CPRA. For example, the Texas Data Privacy and Security Act and the Oregon Consumer Privacy Act both became effective on July 1, 2024, and the Montana Consumer Data Privacy Act became effective on October 1, 2024. There are also bills that have been approved or are going through the legislative process in many more states. Where state laws are more protective than HIPAA or apply more broadly than HIPAA, or apply to different personal information than HIPAA, we must comply with the state laws we are subject to in addition to HIPAA. In certain cases, it may be necessary to modify our planned operations and procedures to comply with these more stringent state laws. Not only may some of these state laws impose fines and penalties upon violators, but also some, unlike HIPAA, may afford private rights of action to individuals who believe their personal information has been misused. In addition, state laws are changing rapidly, and there is potential for a new federal privacy law or federal breach notification law, to which we may be subject.

In addition to HIPAA and state information privacy laws, we may be subject to other state and federal laws, including laws that prohibit unfair and deceptive practices which may include deceptive statements about privacy and security policies and practices.

In recent years, there have been a number of well publicized data breaches involving the improper use and disclosure of PII and PHI. Many states have responded to these incidents by enacting laws requiring holders of personal information to maintain safeguards and to take certain actions in response to a data breach, such as providing prompt notification of the breach to affected individuals and state officials.

We are also subject to laws and regulations in non-U.S. countries covering data privacy and the protection of health-related and other personal information. European Union ("EU") member states and other jurisdictions have adopted data protection laws and regulations, which impose significant compliance obligations. Laws and regulations in these jurisdictions apply broadly to the collection, use, storage, disclosure, processing, and security of personal information that identifies or may be used to identify an individual, such as names, contact information, and sensitive personal data such as health data. These laws and regulations are subject to frequent revisions and differing interpretations and have generally become more stringent over time.

The GDPR imposes many requirements for controllers and processors of personal data, including, for example, higher standards for obtaining consent from individuals to process their personal data, more robust disclosures to individuals, a strengthened individual data rights regime, shortened timelines for data breach notifications, limitations on retention and secondary use of information, increased requirements pertaining to health data and pseudonymized (i.e., key-coded) data, and additional obligations when we contract third-party processors in connection with the processing of personal data. The GDPR allows EU member states to make additional laws and regulations further limiting the processing of genetic, biometric, or health data. Failure to comply with the requirements of GDPR and the applicable national data protection laws of the EU member states may result in fines of up to €20,000,000 or up to 4% of the total worldwide annual revenue from the preceding financial year, whichever is higher, and other administrative penalties.

We are also subject to EU laws on data export, as we may transfer personal data from the EU to other jurisdictions, in particular the U.S. These obligations may be interpreted and applied in a manner that is inconsistent from one jurisdiction to another and may conflict with other requirements or our practices. In addition, these rules are constantly under scrutiny. For example, following a decision of the Court of Justice of the EU in October 2015 (commonly referred to as the *Schrems I*), transferring personal data to U.S. companies that had certified as members of the U.S. Safe Harbor Scheme was declared invalid. In July 2016, the European Commission adopted the U.S.-EU Privacy Shield Framework which replaced the Safe Harbor Scheme. However, the U.S.-EU Privacy Shield Framework was also declared invalid by the Court of Justice of the EU in July 2020 (commonly referred to as *Schrems II*). While *Schrems II* affirmed the validity of corporate binding rules and standard contractual clauses as legal bases to transfer EU data to the U.S., it also put into place stricter requirements for transfers based on standard contractual clauses. In July 2023, to replace the U.S.-EU Privacy Shield, the EU and U.S. developed and entered into force the EU-U.S. Data Privacy Framework, the UK Extension for the EU-U.S. Data Privacy Framework, and the Swiss-U.S. Data Privacy Framework (collectively "Data Privacy Frameworks"). The Data Privacy Frameworks allow U.S. entities to self-certify compliance after which data transfers to the U.S. entity are permitted.

Some countries outside the EU have adopted laws that are similar to the EU GDPR. For example, Brazil adopted the Brazilian General Data Protection Law, which is closely aligned with the EU GDPR and began to be enforced in

August 2021. Additionally, China adopted the Personal Information Protection Law ("PIPL"), which also closely aligns with GDPR, although there are differences. PIPL went into effect on November 1, 2021.

International Regulation

We expect to continue to expand our operations in foreign countries through both organic growth and acquisitions. Our international operations are subject to different, and sometimes more stringent, legal and regulatory requirements, which vary widely by jurisdiction, including anti-corruption laws; economic sanctions laws; various privacy, insurance, tax, tariff and trade laws and regulations; corporate governance, privacy, data protection (including GDPR), data mining, data transfer, labor and employment, intellectual property, consumer protection, and investment laws and regulations; discriminatory licensing procedures; required localization of records and funds; and limitations on dividends and repatriation of capital. In addition, the expansion of our operations into foreign countries increases our exposure to the anti-bribery, anti-corruption, and anti-money laundering provisions of U.S. law, including the U.S. Foreign Corrupt Practices Act of 1977 (the "FCPA"), and corresponding foreign laws, including the U.K. Bribery Act 2010 (the "U.K. Bribery Act").

The FCPA prohibits offering, promising, or authorizing others to give anything of value to a foreign government official to obtain or retain business or otherwise secure a business advantage. We also are subject to applicable anti-corruption laws of the jurisdictions in which we operate. Violations of the FCPA and other anti-corruption laws may result in severe criminal and civil sanctions as well as other penalties, and the SEC and the DOJ have increased their enforcement activities with respect to the FCPA. The U.K. Bribery Act is an anti-corruption law that is broader in scope than the FCPA and applies to all companies with a nexus to the United Kingdom. Disclosures of FCPA violations may be shared with the UK authorities, thus potentially exposing companies to liability and potential penalties in multiple jurisdictions. We have internal control policies and procedures and conduct training and compliance programs for our employees to deter prohibited practices. However, if our employees or agents fail to comply with applicable laws governing our international operations, we may face investigations, prosecutions, and other legal proceedings and actions which could result in civil penalties, administrative remedies, and criminal sanctions.

We also are subject to regulation by the U.S. Treasury's Office of Foreign Assets Control ("OFAC"). OFAC administers and enforces economic and trade sanctions based on U.S. foreign policy and national security goals against targeted foreign countries and regimes, terrorists, international narcotics traffickers, those engaged in activities related to the proliferation of weapons of mass destruction, and other threats to the national security, foreign policy, or economy of the U.S. In addition, we may be subject to similar regulations in the non-U.S. jurisdictions in which we operate.

Human Capital Management

At Teladoc Health, we live our values as a company through policies, governance, and deliberate investment in operating responsibly and sustainably. We are committed to making a positive impact in society and, perhaps even more importantly, to encourage others of like mind and spirit to join us in this critical work.

To fulfill our mission, we are focused on building a great company that becomes a global destination for amazing talent who want to build their careers, develop their capabilities, and grow both professionally and personally. We design a range of programs and initiatives to nurture talent, encourage curiosity and innovation, make room for diverse voices and perspectives, increase engagement and connectiveness, and mentor leaders for future roles. We build a range of total reward programs that support employees through fair, equitable, and competitive pay and benefits, and we invest in technology, tools, and resources to transform and increase the quality of work.

As of December 31, 2024, we employed approximately 5,500 people, comprised of approximately 84% full-time employees and 16% part-time employees. In addition, we augment our employee base with contractors to meet resource needs and to increase flexibility in managing our expense base. Of the total employee population as of December 31, 2024, approximately 60% of our employees worked in the U.S. and 40% worked in our international locations. We contract with a network of providers operating through the THMG Association and the BetterHelp platform. In order to ensure predictable availability of providers and a consistent member experience, we expect that THMG will hire more employees and rely less on contractors.

We continue to look for ways to expand a range of programs and initiatives that are focused to attract, develop and retain our workforce. We have enhanced our talent efforts in recent years to include:

Supporting Employees through Our Products and Services. We offer our employees full access to our diverse portfolio of integrated health solutions, including free mental health resources, digital health devices, and on-demand access to the employee assistance program for employees and their dependents.

Talent Development. We prioritize and invest in creating opportunities to help employees grow and build their careers, through training and development programs. These include online and self-paced courses, live in-class education, professional speaker series, peer-to-peer learning, certification programs, and on-the-job training, as well as executive talent and succession planning paired with an individualized development approach.

Expanding the Voice of the Employee. We strive to build a culture of inclusion which includes regularly soliciting employee feedback through our pulse engagement surveys, listening circles, and seeking opportunities to advance employee feedback.

Open Dialogue to Encourage Diverse Thinking and Voices. We have invested in our employees and broadened our external speaker series, interactive expert discussions, and self-paced learning programs to expand knowledge and awareness of diversity and health topics.

Business Resource Groups. Our business resource groups ("BRGs") include a focus on LGBTQ+, women, multicultural, military veterans, neurodiversity and differing physical and mental abilities, working parents and caregivers, and generational interests of employees who are engaged in four key pillars:

- Building internal community/network
- Advancing external community
- Supporting business impact
- Enhancing professional development

Focusing on diversity recruiting and talent acquisition. We continue to broaden our diversity hiring manager training resources for performance-based interviewing, which included a screening tool to promote gender-neutral job descriptions and expanded our corporate and college/university partnerships to advance our pipeline of diverse talent.

Community Impact. We embrace the opportunity and the responsibility to have a meaningful impact in our global community, using our voice and our resources to help expand equitable access to care, and create a better future for families and our neighbors. We continue to work toward further mobilizing our workforce to give back to the communities where we live and work through new volunteer programs and corporate matching opportunities for giving.

We set out to advance positive social change in our communities with a 2024 achievement of volunteering more than 19,000 hours around the globe. This was a monumental achievement that was consistent with our values, including those of respecting and taking care of people, doing what's right, and succeeding together. For 2025, we have continued to challenge ourselves and set goals for volunteer hours to do good and give back to our communities.

Intellectual Property

We own and use trademarks and service marks on or in connection with our services, including both unregistered common law marks and issued trademark registrations in the U.S. and around the world. We also have trademark applications pending to register marks in the U.S. and internationally. In addition, we rely on certain intellectual property rights that we license from third parties and on other forms of intellectual property rights and measures, including trade secrets, know-how, and other unpatented proprietary processes and nondisclosure agreements, to maintain and protect proprietary aspects of our products and technologies. We require our employees, consultants, and certain of our contractors to execute confidentiality and proprietary rights agreements in connection with their employment or consulting relationships with us. We also require our employees and consultants to disclose and assign to us all inventions conceived during the term of their employment or engagement while using our property or which relate to our business.

Additional Information

Our website address is teladochealth.com. We make available free of charge at the Investors section of this website our Annual Reports on Form 10-K, Quarterly Reports on Form 10-Q, Current Reports on Form 8-K and amendments to those reports filed or furnished pursuant to Sections 13(a) and 15(d) of the Securities Exchange Act of 1934, as amended (the "Exchange Act"), as soon as reasonably practicable after we file or furnish such materials with the SEC. The information on our website is not, and will not be deemed to be, a part of this Annual Report on Form 10-K or incorporated into any of our other filings with the SEC, except where we expressly incorporated such information.

Item 1A. Risk Factors

Our business, financial and operating results are subject to many significant risks and uncertainties, as described below. The following is a summary of the material risks known to us. Additional risks and uncertainties that we are unaware of, or that we currently believe are not material, may also become important factors that adversely affect our business, financial condition, results of operations or prospects, and could cause the trading price of our common stock to decline.

Risk Factors Summary

Our business is subject to a number of risks and uncertainties, including those risks discussed at-length below. These risks include, among others, the following:

- our history of losses and accumulated deficit and the risk that we may not achieve profitability;
- risk of the loss of any of our significant Clients or partners, or the loss of a significant number of members or BetterHelp users;
- our ability to compete successfully in competitive markets, including implementing effective solutions that meet the expectations of our Clients and members;
- failures of our or our vendors' cybersecurity measures that expose the confidential information of us, our Clients or members;
- our ability to operate in the heavily regulated healthcare industry, and comply with regulations concerning data privacy, including personally identifiable information and personal health information;
- our ability to recruit, retain and develop our workforce, and in particular software engineers, as well as a network of qualified providers;
- our ability to obtain additional capital through debt or equity financings on commercially reasonable terms or at all;
- ongoing legal challenges to, or new actions against, our business model, or the failure of the virtual care market to continue to develop;
- risks associated with a decrease in the number of individuals offered benefits by our Clients or the number of products and services to which they subscribe;
- rapid technological change in the virtual care market or the failure to innovate and develop new applications and services that are adopted;
- our expectations and management of potential growth, including our ability to introduce new products, markets and any change in product mix that impacts our profitability;
- our ability to establish and maintain strategic relationships with third parties;
- our dependence on a limited number of third-party suppliers for timely access to materials, and the risk of supply chain disruptions or further cost inflation;

- our level of indebtedness and our ability to fund debt obligations and comply with covenants in our debt instruments;
- our dependence on our relationships with affiliated professional entities;
- risks specifically related to our ability to operate in competitive international markets and comply with complex non-U.S. legal requirements;
- the potential for future non-cash charges for the impairment of goodwill and other intangible assets;
- current and potential future legal proceedings against us and that the insurance we maintain may not fully cover all potential exposures; and
- our ability to integrate acquired businesses and achieve fully the strategic and financial objectives related thereto, and their impact on our financial condition and results of operations.

Risks Related to Our Financial Position

We have a history of cumulative losses, which we expect to continue, and we may never achieve or sustain profitability.

We have incurred significant losses in each period since our inception. We incurred net losses of $1,001.2 million and $220.4 million for the years ended December 31, 2024 and 2023, respectively. The net loss for the year ended December 31, 2024 included a non-cash goodwill impairment charge of $790.0 million as discussed further below. As of December 31, 2024, we had an accumulated deficit of $16,229.9 million. These losses and accumulated deficit reflect the large non-cash impairment charge for our goodwill and the substantial investments we have made to expand our business and scope of services, acquire new Clients and members, build our proprietary network of healthcare providers, and develop our technology platform. We cannot assure you that we will achieve profitability in the future or that, if we do become profitable, we will be able to sustain or increase profitability. Our prior losses, combined with our expected future losses, have had and will continue to have an adverse effect on our stockholders' equity and working capital. As a result of these factors and cash flow needs, we may need to raise additional capital through debt or equity financings to fund our operations, and such capital may not be available on reasonable terms, if at all.

A significant portion of our revenue comes from a limited number of Clients, the loss of which could have a material adverse effect on our business, financial condition and results of operations.

Historically, we have relied on a limited number of Clients for a substantial portion of our total revenue. For the years ended December 31, 2024 and 2023, our top five Clients by revenue accounted for 18% and 19% of our total revenue, respectively, and 31% and 34% of our Integrated Care segment revenue, respectively. In addition, certain health plans that have historically promoted our services to our employer Clients have developed, and may in the future continue to develop, solutions that replicate our services or offer competitive services at discounted prices to our current or prospective Clients, which could result in a loss of Clients, including our largest Clients. The loss of any of our key Clients, or a failure of some of them to renew or expand their relationships with us, could have a significant impact on the growth rate of our revenue, profitability, and our reputation. In addition, mergers and acquisitions involving our Clients could lead to cancellation or non-renewal of our contracts with those Clients or by the acquiring or combining companies, thereby reducing the number of our existing and potential Clients and members.

We may incur additional non-cash impairment charges for our goodwill or incur non-cash impairment charges for our other intangible assets which would negatively impact our operating results.

Goodwill represents the excess of the total purchase consideration over the fair value of the identifiable assets acquired and liabilities assumed in a business combination. Goodwill is not amortized but is tested for impairment at the reporting unit level annually on October 1 or more frequently if events or changes in circumstances indicate that it is more likely than not to be impaired. These events include: (i) severe adverse industry or economic trends; (ii) significant company-specific actions, including exiting an activity in conjunction with restructuring of operations; (iii) current, historical or projected deterioration of our financial performance; or (iv) a sustained decrease in our market capitalization, as indicated by our publicly quoted share price.

As a result of sustained decreases in our publicly quoted share price and market capitalization as well as changes in the operating results of the BetterHelp reporting unit, we conducted an interim test of our goodwill, definite-lived intangibles, and other long-lived assets at June 30, 2024. Following this test, we did not identify an impairment to our definite-lived intangible assets or other long-lived assets, but recorded a $790.0 million non-deductible, non-cash goodwill impairment charge for the three months ended June 30, 2024. As of December 31, 2024, our balance of definitive-lived intangible assets, net was $1.4 billion and goodwill, all of which relates to the BetterHelp segment, was $0.3 billion.

On October 1, 2024, we performed our annual goodwill impairment test and determined that, while there was a significant excess of the BetterHelp reporting unit's fair value over its carrying value, the Integrated Care reporting unit's fair value was less than its carrying value. If we complete any acquisitions of businesses that would be included in the Integrated Care reporting unit, including the acquisition of Catapult Health, LLC ("Catapult Health"), some or all of any goodwill associated with the acquisition could be subject to an immediate impairment depending on the Integrated Care segment's then-current fair value. In the event there are further adverse changes in our projected cash flows and/or further changes in key assumptions, including but not limited to an increase in the discount rate, lower revenue growth, lower margin, and/or a lower terminal growth rate, we may be required to record additional non-cash impairment charges to our goodwill or other intangibles and/or long-lived assets. Such non-cash charges could have a material adverse effect on our consolidated statements of operations and balance sheets in the reporting period of the charge.

For additional information, see Note 6. "Goodwill" to the consolidated financial statements.

Risks Related to Our Business and Industry

The virtual care market is developing and volatile, and if it does not continue to develop, if it develops more slowly than we expect, if it encounters negative publicity, or if our solutions do not drive member engagement, the growth of our business will be harmed.

The virtual care market continues to develop, and it is uncertain whether it will continue to achieve and sustain high levels of demand, consumer acceptance, and market adoption. The COVID-19 pandemic increased utilization of virtual care services, but it is uncertain whether such increase in demand will continue in the long-term. Our success will depend to a substantial extent on the willingness of our members to use, and to increase the frequency and extent of their utilization of, our solutions, as well as on our ability to continue to demonstrate the value of virtual care to employers, health plans, government agencies, and other purchasers of healthcare for beneficiaries. Negative publicity concerning our solutions, or the virtual care market as a whole, could limit market acceptance of our solutions. If our Clients or members do not perceive the benefits of our solutions, or if our solutions do not drive member engagement, then our market may not continue to develop, or it may develop more slowly than we expect. Similarly, individual and healthcare industry concerns or negative publicity regarding patient confidentiality and privacy in the context of virtual care could limit market acceptance of our healthcare services. If any of these events occurs, it could have a material adverse effect on our business, financial condition, and results of operations.

The impact of potential changes in the healthcare industry and in healthcare spending is currently unknown, but may adversely affect our business, financial condition, and results of operations.

Our revenue is dependent on the healthcare industry and could be affected by changes in healthcare spending and policy. The healthcare industry is subject to changing political, regulatory, and other influences. The Patient Protection and Affordable Care Act ("PPACA") made major changes in how healthcare is delivered and reimbursed, and increased access to health insurance benefits to the uninsured and underinsured population of the U.S. PPACA, among other things, increased the number of individuals with Medicaid and private insurance coverage, implemented reimbursement policies that tie payment to quality, facilitated the creation of accountable care organizations that may use capitation and other alternative payment methodologies, strengthened enforcement of fraud, waste, and abuse laws, and encouraged the use of information technology.

Other legislative changes have been proposed and adopted since the PPACA was enacted. These changes include aggregate reductions to Medicare payments to providers of up to 2% per fiscal year pursuant to the Budget Control Act of 2011 and subsequent laws, which began in 2013 and due to subsequent legislative amendments, will stay in effect through 2030. In January 2013, the American Taxpayer Relief Act of 2012 was signed into law, which, among other things, further reduced Medicare payments to several types of providers, including hospitals, imaging centers, and cancer treatment centers, and increased the statute of limitations period for the government to recover overpayments to providers from three to five years. New laws may result in additional reductions in Medicare and other healthcare funding, which may materially

adversely affect Client and member demand and affordability for our solutions and, accordingly, our business, financial condition, and results of operations. Additional changes that may affect our business include the expansion of new programs such as Medicare payment for performance initiatives for physicians under the Medicare Access and CHIP Reauthorization Act of 2015, which first affected physician payment in 2019. At this time, it is unclear how the introduction of the Medicare quality payment program will impact overall physician reimbursement.

Such changes in the regulatory environment may also result in changes to our payor mix that may affect our operations and revenue. Further, the PPACA may adversely affect payors by increasing medical costs generally, which could have an effect on the industry and potentially impact our business and revenue as payors seek to offset these increases by reducing costs in other areas. Certain of these provisions are still being implemented and the full impact of these changes on us cannot be determined at this time.

We expect that additional state and federal healthcare reform measures will be adopted in the future, any of which could limit the amounts that federal and state governments and other third-party payors will pay for healthcare products and services, which could adversely affect our business, financial condition, and results of operations.

We operate in a competitive industry, and if we are not able to compete effectively, our business, financial condition, and results of operations will be harmed.

The virtual care market is competitive, and we expect it to continue to attract increased competition, which could make it difficult for us to succeed. We currently face competition in the virtual care industry for our solutions from a range of companies, including specialized software and solution providers that offer competitive solutions, often at substantially lower prices, and that are continuing to develop additional products and becoming more sophisticated and effective. Aside from other competing virtual care companies and smaller industry participants, we also face competition from companies that offer solutions for mental health and management of chronic conditions, and enterprise companies who are focused on or may enter the healthcare industry, including initiatives and partnerships launched by these large companies. In addition, large, well-financed health plans, technology companies and retailers have in some cases developed or acquired their own tools and may provide these solutions to their customers at discounted prices. Competition from these parties may result in a loss of Clients and will result in continued pricing pressures, which is likely to lead to price declines in certain product segments, which could negatively impact our sales, profitability, and market share. Increased competition has also resulted in elongated sales cycles for certain products, including chronic condition management solutions, which may continue to reduce our growth and could negatively impact our sales, profitability, and market share.

Some of our competitors may have, or new competitors or alliances may emerge that have, greater name recognition, a larger customer base, longer operating histories, more widely adopted proprietary technologies, greater marketing expertise, larger sales forces, and significantly greater resources than we do. Further, our current or potential competitors may be acquired by third parties with greater available resources. As a result, our competitors may be able to respond more quickly and effectively than we can to new or changing opportunities, technologies, standards, or customer requirements and may have the ability to initiate or withstand substantial price competition. Any further consolidation in the virtual care market may exert downward pressure on prices of our products and services and may have a material adverse impact on our business, financial condition, or results of operations. In addition, current and potential competitors have established, and may in the future establish, cooperative relationships with vendors of complementary products, technologies, or services to increase the availability of their solutions in the marketplace. Our competitors could also be better positioned to serve certain segments of our markets, which could create additional price pressure. In light of these factors, even if our solutions are more effective than those of our competitors, current or potential Clients or members may accept competitive solutions in lieu of purchasing our solutions. If we are unable to successfully compete, our business, financial condition, and results of operations would be materially adversely affected.

If our existing Clients do not continue or renew their contracts with us, renew at lower fee levels, or decline to purchase additional applications and services from us, or if our individual members do not renew their purchase of our solutions, it could have a material adverse effect on our business, financial condition, and results of operations.

We expect to derive a significant portion of our revenue from the renewal of existing Client contracts and sales of additional applications and services to existing Clients. As part of our growth strategy, for instance, we have focused on expanding our services amongst current Clients. As a result, selling additional applications and services are critical to our future business, revenue growth, and results of operations.

Factors that may affect our ability to sell additional applications and services include, but are not limited to, the following:

- the price, performance, and functionality of our solutions;
- the availability, price, performance, and functionality of competing solutions;
- our ability to develop and sell complementary applications and services;
- the stability, performance, and security of our products and solutions;
- our ability to effectively fulfill our obligations to our Clients and members, including certain supply-chain functions that are performed in-house;
- changes in healthcare laws, regulations, or trends; and
- the business environment of our Clients and, in particular, any headcount reductions by our Clients.

We generally enter into contracts with our Clients for a subscription access or usage fee. Most of our Clients have no obligation to renew their contracts for our solutions after the initial term expires. In addition, our Clients may negotiate terms less advantageous to us upon renewal, which may reduce our revenue from these Clients. Our future results of operations also depend, in part, on our ability to expand into new clinical specialties and across care settings and use cases. If our Clients fail to renew their contracts, renew their contracts upon less favorable terms or at lower fee levels, or fail to purchase new products and services from us, our revenue may decline, or our future revenue growth and profitability may be constrained.

In addition, after the initial term, a significant number of our Client contracts allow Clients to terminate such agreements for convenience at certain times, typically with three months advance notice. We typically incur the expenses associated with integrating a Client's data into our healthcare database and related training and support prior to recognizing meaningful revenue from such Client. Access fee revenue is not recognized until our products are implemented for launch. If a Client terminates its contract early and revenue and cash flows expected from a Client are not realized in the time period expected or not realized at all, our business, financial condition, and results of operations could be adversely affected.

Similarly, individual members who utilize our BetterHelp services have no obligation to renew their subscriptions, and the number of BetterHelp paying users has been declining in recent periods. In 2024, BetterHelp paying users decreased by 11% to 0.41 million. Failure of additional BetterHelp paying users to renew their subscriptions could cause the revenue of our BetterHelp segment to further decline or constrain any future growth.

Failure to successfully execute on the terms of our contracts could result in significant harm to our business.

Our ability to grow and expand our business is contingent upon our ability to achieve desired performance metrics, cost savings, and/or clinical outcomes improvements under our existing contracts and to favorably resolve contract billing and interpretation issues with our Clients. The healthcare industry has shifted toward value-based care, and increasingly our contracts place a portion of our fees at risk or provide for gain share opportunity based on achieving such metrics, savings, and/or improvements. We cannot guarantee that we will achieve and reach mutual agreement with Clients with respect to contractually required performance metrics, cost savings and/or clinical outcomes improvements under our contracts within the expected time frames. Unusual and unforeseen patterns of healthcare utilization by individuals with diseases or conditions for which we provide services could adversely affect our ability to achieve desired performance metrics, cost savings, and clinical outcomes. Our inability to meet or exceed the targets under our Client contracts could have a material adverse effect on our business, financial condition and results of operations. Also, our ability to provide financial guidance with respect to performance-based contracts is contingent upon our ability to accurately forecast variables that affect performance and the timing of revenue recognition under the terms of our contracts ahead of data collection and reconciliation.

In addition, certain of our contracts are increasing in complexity, requiring integration of data, systems, people, programs and services, the execution of sophisticated business activities, and the delivery of a broad array of services to large numbers of people who may be geographically dispersed. The failure to successfully manage and execute the terms of

these agreements could result in the loss of fees and/or contracts and could adversely affect our business and results of operations.

If the number of individuals covered by our employer, health plan, and other Clients decreases, or the number of applications or services to which they subscribe decreases, our revenue will likely decrease.

Under most of our Client contracts, we base our fees on the number of individuals to whom our Clients provide benefits and the number of applications or services subscribed to by our Clients. Many factors may lead to a decrease in the number of individuals covered by our Clients and the number of applications or services subscribed to by our Clients, including, but not limited to, the following:

- failure of our Clients to adopt or maintain effective business practices;
- changes in the nature or operations of our Clients;
- government regulations; and
- increased competition or other changes in the benefits marketplace.

The number of individuals employed by some of our Clients has decreased, and the number of individuals employed by our Clients may in the future decrease, as a result of economic conditions or other factors, which could negatively impact our revenue. If the number of individuals covered by our employer, health plan and other Clients decreases, or the number of applications or services to which they subscribe decreases, for any reason, our revenue will likely decrease. Similarly, if the engagement of our members with our usage-based services decreases, our revenue could decrease.

We incur significant upfront costs in our Client relationships, and if we are unable to maintain and grow these Client relationships over time, we are likely to fail to recover these costs, which could have a material adverse effect on our business, financial condition and results of operations.

We derive most of our revenue from access fees. Accordingly, our business model depends heavily on achieving economies of scale because our initial upfront investment is costly, and the associated revenue is recognized on a ratable basis. We devote significant resources to establish relationships with our Clients and implement our solutions and related services, and Clients often request or require specific features or functions unique to their particular business processes. Accordingly, our results of operations will depend in substantial part on our ability to deliver a successful experience for both Clients and members and persuade our Clients to maintain and grow their relationship with us over time. Additionally, as our business is growing significantly, our Client acquisition costs could outpace our build-up of recurring revenue, and we may be unable to reduce our total operating costs through economies of scale such that we are unable to achieve profitability. If we fail to achieve appropriate economies of scale or if we fail to manage or anticipate the evolution and in future periods, demand, of the access fee model, our business, financial condition, and results of operations could be materially adversely affected.

If our applications and services are not adopted by our Clients or members, or if we fail to innovate and develop new applications and services that are adopted by our Clients or members, our revenue and results of operations will be adversely affected.

Our longer-term results of operations and any growth will depend in part on our ability to successfully develop and market new applications and services that our Clients and members want and are willing to purchase. In addition, we have invested, and will continue to invest, significant resources in research and development and acquisitions to enhance our existing solutions and introduce new high-quality applications and services. If existing Clients are not willing to make additional payments for such new applications, or if new Clients and members do not value such new applications, it could have a material adverse effect on our business, financial condition, and results of operations. If we are unable to predict user preferences or if our industry changes, or if we are unable to modify our solutions and services on a timely basis, we may lose Clients or members. Our results of operations would also suffer if our innovations are not responsive to the needs of our Clients and members, appropriately timed with market opportunity, or effectively brought to market.

Rapid technological change in our industry and the interoperability with third-party technologies presents us with significant risks and challenges.

The virtual care market is characterized by rapid technological change, changing consumer requirements, short product lifecycles, and evolving industry standards. Our success will depend on our ability to enhance our solutions with next-generation technologies and to develop or to acquire and market new services to access new consumer populations. As our operations grow, we must continuously improve and upgrade our systems and infrastructure while maintaining or improving the reliability and integrity of our infrastructure as the cost of technology increases. Our future success also depends on our ability to adapt our systems and infrastructure to meet rapidly evolving consumer trends and demands while continuing to improve the performance, features, and reliability of our solutions in response to competitive services and offerings. We expect the use of alternative platforms such as tablets and wearables will continue to grow and the emergence of niche competitors who may be able to optimize offerings, services, or strategies for such platforms will require new investment in technology. New developments in other areas, such as cloud computing, have made it easier for competition to enter our markets due to lower up-front technology costs. In addition, we may not be able to maintain our existing systems or replace or introduce new technologies and systems as quickly as we would like or in a cost-effective manner.

There is no guarantee that we will possess the resources, either financial or personnel, for the research, design, and development of new applications or services, or that we will be able to utilize these resources successfully and avoid technological or market obsolescence. Further, there can be no assurance that technological advances by one or more of our competitors or future competitors will not result in our present or future applications and services becoming uncompetitive or obsolete. If we are unable to enhance our offerings and network capabilities to keep pace with rapid technological and regulatory change, or if new technologies emerge that are able to deliver competitive offerings at lower prices, more efficiently, more conveniently, or more securely than our offerings, our business, financial condition, and results of operations could be adversely affected.

Our success will also depend on the availability of our mobile apps in app stores and in “super-app” environments, and the creation, maintenance, and development of relationships with key participants in related industries, some of which may also be our competitors. In addition, if the accessibility of various apps is limited by government actions, the full functionality of devices may not be available to our members. Moreover, third-party platforms, services, and offerings are constantly evolving, and we may not be able to modify our platform to assure its compatibility with those of third parties. If we lose such interoperability, we experience difficulties or increased costs in integrating our offerings into alternative devices or systems, or manufacturers or operating systems elect not to include our offerings, make changes that degrade the functionality of our offerings, or give preferential treatment to competitive products, the growth of our business, financial condition, and results of operations could be materially adversely affected. This risk may be exacerbated by the frequency with which individuals change or upgrade their devices. In the event individuals choose devices that do not already include or support our platform or do not install our mobile apps when they change or upgrade their devices, our member engagement may be harmed.

AI and machine learning serve a key role in many of our services. As with many technological innovations, AI and machine learning present risks and challenges that could affect its adoption, and therefore our business. AI and machine learning present potential bias issues based on our population data and if we enable or offer solutions that draw controversy due to their perceived or actual impact on society, we may experience reputational harm, competitive harm or legal liability. Potential government regulation in the space of AI and machine learning also may increase the burden and cost of research and development in this area, subjecting us to reputational harm, competitive harm or legal liability. Failure to address AI and machine learning bias and ethics issues by us or others in our industry could undermine public confidence in AI and machine learning and slow adoption of AI and machine learning in our products and services.

A decline in the prevalence of employer-sponsored healthcare or the emergence of new technologies may render our virtual care solutions obsolete or require us to expend significant resources to remain competitive.

The U.S. healthcare industry is massive, with a number of large market participants with conflicting agendas, is subject to significant government regulation, and is currently undergoing significant change. Changes in our industry, for example, away from high deductible health plans, or the emergence of new technologies as more competitors enter our market, could result in our solutions being less desirable or relevant.

For example, we currently derive the majority of our revenue in our Integrated Care segment from sales to Clients that purchase healthcare for their employees (either via insurance or self-funded benefit plans). A large part of the demand

for our solutions depends on the need of these employers to manage the costs of healthcare services that they pay on behalf of their employees. Some experts have predicted that future healthcare reform will encourage employer-sponsored health insurance to become significantly less prevalent as employees migrate to obtaining their own insurance over the state-sponsored insurance marketplaces. Were this to occur, there is no guarantee that we would be able to compensate for the loss in revenue from employers by increasing sales of our solution to health insurance companies, individuals, or government agencies. In such a case, our business, financial condition, and results of operations would be adversely affected.

If healthcare benefits trends shift or entirely new technologies are developed that replace existing solutions, our existing or future solutions could be rendered obsolete, and our business could be adversely affected. In addition, we may experience difficulties with software development, industry standards, design, or marketing that could delay or prevent our development, introduction, or implementation of new applications and enhancements.

If we fail to manage our growth effectively, our expenses could increase more than expected, our revenue may not increase and we may be unable to successfully execute on our growth initiatives, business strategies, or operating plans.

The growth of our business in recent years has strained our business, technology, operations, and employees, and we anticipate that our Integrated Care segment operations will continue to expand. To manage our current and any anticipated future growth effectively, we must continue to maintain and enhance our information technology infrastructure, financial and accounting systems, and controls. For example, we have upgraded our customer relationship management ("CRM") and enterprise resource planning ("ERP") systems in connection with our acquisition and integration activities, and implemented a new EMR system for certain products. Any expected benefits from these systems will be gradual or may not be realized at all, and there could be integration issues or inefficiencies as operators learn the new system. In addition, the introduction of a new system can lead to errors and loss of data or may not work as intended. The integration process between new and legacy systems may lead to temporary manual processes and possible data integrity issues. If our data were found to be inaccurate or unreliable due to error or fraud, or if we, or any of the third-party service providers we engage, were to fail to maintain information systems, including our new EMR system, and data integrity effectively, we may not achieve the intended benefits of the new system and could experience operational disruptions that may impact our members and providers and hinder our ability to provide services, retain and attract members, and manage our member risk profiles. We must also attract, train, and retain a significant number of qualified sales and marketing personnel, customer support personnel, professional services personnel, software engineers, technical personnel, finance and accounting personnel, and management personnel, and the availability of such personnel, in particular software engineers, may be constrained. Additionally, our growth strategy requires the collection, storage, and analysis of a high volumes of data from internal and external sources. Failure to effectively utilize our current data or establish and integrate new systems of data capture may adversely impact our ability to achieve our strategic goals and business plans.

A key aspect to managing our growth is our ability to scale our capabilities to implement our solutions satisfactorily. Clients often require specific features or functions unique to their membership base, which, at a time of significant growth or during periods of high demand, may strain our implementation capacity and hinder our ability to successfully implement our solutions to our Clients in a timely manner. We may also need to make further investments in our technology and automate portions of our solutions or services to decrease our costs. If we are unable to address the needs of our Clients or members, or our Clients or members are unsatisfied with the quality of our solutions or services, they may not renew their contracts, seek to cancel or terminate their relationship with us, or renew on less favorable terms, any of which could cause our annual net dollar retention rate to decrease.

Failure to effectively manage our growth could also lead us to overinvest or underinvest in development and operations, result in weaknesses in our infrastructure, systems, or controls, give rise to operational mistakes, financial losses, loss of productivity or business opportunities and result in loss of employees and reduced productivity of remaining employees. Our growth is expected to continue to require significant capital expenditures and may divert financial resources from other projects such as the development of new applications and services. If our management is unable to effectively manage our growth, our expenses may increase more than expected, our revenue may not increase or may grow more slowly than expected, and we may be unable to implement our business strategy. The quality of our services may also suffer, which could negatively affect our reputation and harm our ability to attract and retain Clients and members.

We are continually executing a number of growth initiatives, strategies and operating plans designed to enhance our business, including the introduction of new products and solutions, the expansion of BetterHelp into additional international markets and pursuing insurance coverage for BetterHelp in the U.S.. The anticipated benefits from these efforts are based on several assumptions that may prove to be inaccurate. Moreover, we may not be able to successfully

complete these growth initiatives, strategies, and operating plans and realize all of the benefits, including growth targets and cost savings, that we expect to achieve, or it may be more costly to do so than we anticipate. A variety of risks could cause us not to realize some or all of the expected benefits. These risks include, among others, delays in the anticipated timing of activities related to such growth initiatives, strategies and operating plans, increased difficulty and cost in implementing these efforts, including difficulties in complying with new regulatory requirements, and the incurrence of other unexpected costs associated with operating the business. Moreover, our continued implementation of these programs may disrupt our operations and performance. As a result, we cannot assure you that we will realize these benefits. If, for any reason, the benefits we realize are less than our estimates or the implementation of these growth initiatives, strategies and operating plans adversely affect our operations or cost more or take longer to effectuate than we expect, or if our assumptions prove inaccurate, our business, financial condition, and results of operations may be materially adversely affected.

Recently we have implemented operational excellence initiatives which include a number of restructuring, realignment and cost reduction initiatives. We may not realize the benefits of these initiatives to the extent or on the timing we anticipated and the ongoing difficulties in implementing these measures may be greater than anticipated and/or offset by inflationary pressures, which could cause us to incur additional costs. In addition, if these measures are not successful or sustainable, we may undertake additional realignment and cost reduction efforts, which could result in significant additional expenses and adversely impact our ability to achieve our other strategic goals and business plans.

Our growth depends in part on the success of our strategic relationships with third parties.

In order to grow our business, we anticipate that we will continue to depend on our relationships with third parties, including our partner organizations and technology and content providers. For example, we partner with a number of price transparency, health savings account, and other benefits platforms to deliver our solutions to their consumers. Identifying partners and negotiating and documenting relationships with them requires significant time and resources. Our competitors may be effective in providing incentives to third parties to favor their products or services or to prevent or reduce subscriptions to, or utilization of, our products and services. In addition, acquisitions of our partners by our competitors could result in a decrease in the number of our current and potential Clients, as our partners may no longer facilitate the adoption of our applications by potential Clients. If we are unsuccessful in establishing or maintaining our relationships with third parties, our ability to compete in the marketplace or to grow our revenue could be impaired and our business, financial condition, and results of operations may suffer. Even if we are successful, we cannot assure you that these relationships will result in increased Client or member use of our applications or increased revenue.

Our business and growth strategy depend on our ability to maintain and expand a network of qualified providers. If we are unable to do so, any future growth would be limited and our business, financial condition, and results of operations would be harmed.

Our success is dependent upon our continued ability to maintain a network of qualified providers, and demand for such providers in both our Integrated Care and BetterHelp segments has become increasingly competitive. In order to ensure predictable availability of providers and a consistent member experience, we expect that the THMG Association will continue to hire more employed providers and rely less on contractors. If the THMG Association is unable to recruit and retain board-certified physicians, advanced practice providers, mental health providers, and other healthcare professionals, or unable to augment its employee base with contractors to meet resource needs, it would adversely affect our business, financial condition, results of operations, and ability to grow. In any particular market, providers could demand higher payments or take other actions that could result in higher medical costs, less attractive and reliable service for our Clients and members, or difficulty meeting regulatory or accreditation requirements.

Our ability to develop and maintain satisfactory relationships with providers also may be negatively impacted by other factors not associated with us, such as changes in Medicare and/or Medicaid reimbursement levels and other pressures on healthcare providers and consolidation activity among hospitals, physician groups, and healthcare providers. The failure to maintain or to secure new cost-effective provider contracts may result in a loss of or inability to grow our membership base, higher costs, healthcare provider network disruptions, less attractive service for our Clients and members, and/or difficulty in meeting regulatory or accreditation requirements, any of which could have a material adverse effect on our business, financial condition, and results of operations.

Failure to adequately develop our direct sales force could impede our growth.

We believe that our future growth will depend on the continued development of our direct sales force and our ability to obtain new Clients and to manage our existing Client base. Identifying and recruiting qualified personnel and training them requires significant time, expense, and attention. It can take six months or longer before a new sales representative is fully trained and productive. Our business may be adversely affected if our efforts to train our direct sales force do not generate a corresponding increase in revenue. In particular, if we are unable to hire and develop sufficient numbers of productive direct sales personnel or if new direct sales personnel are unable to achieve desired productivity levels in a reasonable period of time, sales of our services will suffer, and our growth will be impeded.

Our sales and implementation cycle can be long and unpredictable and requires considerable time and expense, which may cause our results of operations to fluctuate.

The sales cycle for our solutions from initial contact with a potential lead to contract execution and implementation varies widely by Client and solution, ranging from a number of days to approximately 24 months. Business interruptions caused by economic conditions have and may continue to delay or lengthen some of our Clients' sales cycles. Some of our Clients undertake a significant and prolonged evaluation process, including to determine whether our services meet their unique healthcare needs, which frequently involves evaluation of not only our solutions but also an evaluation of those of our competitors, which has in the past resulted in extended sales cycles. For example, this has occurred and may continue to occur with respect to our chronic condition management solutions. Our sales efforts involve educating our Clients about the use, technical capabilities, and potential benefits of our solutions. During the sales cycle, we expend significant time and money on sales and marketing activities, which lowers our operating margins, particularly if no sale occurs. Moreover, our large enterprise Clients often begin to deploy our solutions on a limited basis, but nevertheless demand extensive configuration, integration services, and pricing concessions, which increase our upfront investment in the sales effort with no guarantee that these Clients will deploy our solutions widely enough across their organization to justify our substantial upfront investment. It is possible that in the future we may experience even longer sales cycles, more complex Client needs, higher upfront sales costs, and less predictability in completing some of our sales as we continue to expand our direct sales force, expand into new territories, and market additional applications and services. If our sales cycle lengthens or our substantial upfront sales and implementation investments do not result in sufficient sales to justify our investments, it could have a material adverse effect on our business, financial condition, and results of operations.

Economic uncertainties or downturns in the general economy or the industries in which we or our Clients operate could disproportionately affect the demand for our solutions and negatively impact our business, financial condition and results of operations.

Economic downturns, market volatility, inflation and uncertainty make it potentially very difficult for our Clients and us to accurately forecast and plan future business activities. During challenging economic times, our Clients may have difficulty gaining timely access to sufficient credit or obtaining credit on reasonable terms, which could impair their ability to make timely payments to us and adversely affect our revenue. If that were to occur, our financial results could be harmed. Furthermore, we have Clients in a variety of different industries. A significant downturn in the economic activity attributable to any particular industry may cause organizations to react by reducing their capital and operating expenditures in general or by specifically reducing their spending on healthcare matters, including chronic care and mental health solutions. In addition, our Clients may delay or cancel healthcare projects or seek to lower their costs by renegotiating vendor contracts. To the extent purchases of our solutions are perceived by Clients and potential Clients to be discretionary, our revenue may be disproportionately affected by delays or reductions in general healthcare spending. Also, competitors may respond to challenging market conditions by lowering prices and attempting to lure away our Clients or members.

Similarly, economic conditions may impact the ability of our members to pay for our BetterHelp services, particularly if such services are perceived by members to be discretionary and too expensive, new users continue to decline or if we are unsuccessful in obtaining insurance coverage for BetterHelp in the U.S. For example, BetterHelp paying users decreased during 2024, and any further decrease in, or reduction in growth of, the number of paying users who utilize our BetterHelp services would negatively impact our business, financial condition and results of operations.

Further, challenging economic conditions may impair the ability of our Clients to pay for the applications and services they already have purchased from us and, as a result, our write-offs of accounts receivable could increase. We cannot predict the timing, strength, or duration of any economic slowdown or recovery. If the condition of the general economy or markets in which we operate worsens, our business, financial condition, and results of operations could be harmed.

Our quarterly results may fluctuate significantly, which could adversely impact the value of our common stock.

Our quarterly results of operations, including our revenue, gross profit, net loss, and cash flows, have varied and may vary significantly in the future, and period-to-period comparisons of our results of operations may not be meaningful. Accordingly, our quarterly results should not be relied upon as an indication of future performance. Our quarterly financial results may fluctuate as a result of a variety of factors, many of which are outside of our control, including, without limitation, the following:

- the addition or loss of large Clients, including through acquisitions or consolidations of such Clients;
- seasonal and other variations in the timing of the sales of our services or the cost of BetterHelp customer acquisitions, as discussed above;
- the timing of recognition of revenue, including possible delays in the recognition of revenue due to sometimes unpredictable Client implementation and launch timelines and performance guarantees;
- the amount and timing of operating expenses related to the maintenance and expansion of our business, operations, and infrastructure;
- the effectiveness of our revenue cycle management processes;
- our ability to effectively manage the size and composition of our proprietary network of healthcare professionals relative to the level of demand for services from our members;
- the timing and success of introductions of new applications and services by us or our competitors or any other change in the competitive dynamics of our industry, including consolidation among competitors, Clients, or strategic partners;
- Client renewal rates and the timing and terms of Client renewals;
- the mix of applications and services sold during a period;
- the timing of expenses related to the development or acquisition of technologies or businesses and potential future charges for impairment of goodwill and/or other assets; and
- changes in the value or useful lives of our assets.

We are particularly subject to fluctuations in our quarterly results of operations because the costs associated with entering into Client contracts are generally incurred up front, while we generally recognize revenue over the term of the contract. Further, most of our Integrated Care revenue in any given quarter is derived from contracts entered into with our Clients during previous quarters. Consequently, a decline in new or renewed contracts in any one quarter may not be fully reflected in our revenue for that quarter. Such declines, however, would negatively affect our revenue in future periods and the effect of significant downturns in sales of and market demand for our solutions, and potential changes in our rate of renewals or renewal terms, may not be fully reflected in our results of operations until future periods. Our access fee model also makes it difficult for us to rapidly increase our total revenue through additional sales in any period, with the exception of the first quarter during peak benefits enrollment, as revenue from new Clients must be recognized over the applicable term of the contract. Accordingly, the effect of changes in the industry impacting our business or changes we experience in our new sales may not be reflected in our short-term results of operations. Any fluctuation in our quarterly results may not accurately reflect the underlying performance of our business and could cause a decline in the trading price of our common stock.

We depend on a limited number of third-party suppliers for certain components of our medical devices, and the loss of any of these suppliers, or their inability to provide us with an adequate supply of materials, could harm our business.

We utilize sole source contract manufacturing vendors to build and assemble our medical device products. The hardware components included in such devices are sourced from various suppliers by the manufacturers thereof and are principally industry standard parts and components that are available from multiple vendors. Quality or performance failures of the devices or changes in the contractors' or vendors' financial or business condition could disrupt our ability to

supply quality products to our Clients and members and thereby have a material adverse impact on our business, financial condition, and results of operations.

For our business strategy to be successful, our suppliers must be able to provide us with components in sufficient quantities, in compliance with regulatory requirements and quality control standards, in accordance with agreed upon specifications, at acceptable costs and on a timely basis. Increases in our product sales, whether forecasted or unanticipated, could strain the ability of our suppliers to deliver an increasingly large supply of components in a manner that meets these various requirements.

Despite the terms in our supply agreements, our suppliers may encounter problems that limit their ability to supply products to us, including financial difficulties, imposition of tariffs that impact the suppliers' ability to perform their obligations or significantly increase the amount we pay, labor shortages, shutdowns related to a pandemic or other emergency, shipping delays, or damage to their manufacturing equipment or facilities. As a result, our ability to purchase adequate quantities of our products may be limited. If we fail to obtain sufficient quantities of high-quality components to meet demand on a timely basis, we could lose Clients or members, our reputation may be harmed, and our business could suffer. For certain of our contracts, we have obligations to provide a blood glucose meter and other supplies to new members within a certain specified period of time, and/or to provide replacements for defective blood glucose meters within a certain specified period of time. If we are regularly unable to meet those obligations, our channel partners, resellers, or Clients may decide to terminate their contracts.

Depending on a limited number of suppliers, or on a sole supplier, exposes us to risks, including limited control over pricing, availability, quality, and delivery schedules. Moreover, we may not be able to convince suppliers to continue to make components available to us unless there is demand for such components from their other clients. As a result, there is a risk that certain components could be discontinued and no longer available to us, including as a result of economic conditions or other supply chain disruptions. If any one or more of our suppliers cease to provide us with sufficient quantities of components in a timely manner or on terms acceptable to us, we would have to seek alternative sources of supply. Because of factors such as the proprietary nature of our solutions, our quality control standards, and regulatory requirements, we cannot quickly engage additional or replacement suppliers for some of our critical components. Failure of any of our suppliers to deliver products at the level our business requires would limit our ability to meet our sales commitments, which could harm our reputation and could have a material adverse effect on our business. We may also have difficulty qualifying new suppliers and obtaining similar components from other suppliers that are acceptable to the FDA or other regulatory agencies, and the failure of our suppliers to comply with strictly enforced regulatory and quality requirements could expose us to regulatory action including warning letters, product recalls, termination of distribution, product seizures, or civil penalties. It could also require us to cease using the components, seek alternative components or technologies, and modify our solutions to incorporate alternative components or technologies, which could result in a requirement to seek additional regulatory approvals or clearances for alternative components used in our medical devices. Any disruption of this nature or increased expenses could harm our commercialization efforts and adversely affect our business, financial condition, and results of operations.

From time to time our devices may also be subject to expiration and/or end-of-life from our manufacturers. Failure to effectively mitigate this via safety-stock, new manufacture, or equivalent products could impair our ability to provide care to members.

Additionally, cost inflation has led to higher material costs in recent years, which we may not be able to successfully offset, and any future cost inflation may adversely affect our business, financial condition, and results of operations.

Our international operations pose certain political, legal and compliance, operational, regulatory, economic, and other risks to our business that may be different from or more significant than risks associated with our domestic operations, and our exposure to these risks is expected to increase.

Our international business is subject to political, legal and compliance, operational, regulatory, economic, and other risks resulting from differing legal and regulatory requirements, political, social, and economic conditions and unforeseeable developments in a variety of jurisdictions. These risks vary widely by country and include varying regional and geopolitical business conditions and demands, government intervention and censorship, discriminatory regulation, nationalization or expropriation of assets, and pricing constraints. Our international solutions need to meet country-specific Client and member preferences as well as country-specific legal requirements, including those related to licensing, credentialing, virtual care, privacy, data storage, location, protection, and security. Our ability to conduct virtual care

services internationally is subject to the applicable laws governing remote healthcare, including online counseling and therapy services, and the practice of medicine in such location, and the interpretation of these laws is evolving and vary significantly from country to country and are enforced by governmental, judicial, and regulatory authorities with broad discretion. We cannot, however, be certain that our interpretation of such laws and regulations is correct in how we structure our operations, our arrangements with physicians, clinicians, services agreements, and customer arrangements. We earned approximately 16% of revenue internationally in 2024, and we expect this may increase as BetterHelp continues to expand internationally.

Our international operations require us to overcome logistical and other challenges based on differing languages, cultures, legal and regulatory schemes, and time zones. Our international operations encounter labor laws, customs, and employee relationships that can be difficult, less flexible than in our domestic operations and expensive to modify or terminate. In some countries we are required to, or choose to, operate with local business partners, which requires us to manage our partner relationships and may reduce our operational flexibility and ability to quickly respond to business challenges.

Our international operations are also subject to particular risks in addition to those faced by our domestic operations, including:

- the need to localize and adapt our solutions for specific countries, including translation into foreign languages and associated expenses;
- obtaining regulatory approvals or clearances where required for the sale of our solutions, devices, and services in various countries;
- potential loss of proprietary information due to misappropriation or laws that may be less protective of our intellectual property rights than U.S. laws or that may not be adequately enforced;
- requirements of foreign laws and other governmental controls, including compliance challenges related to the complexity of multiple, conflicting and changing governmental laws and regulations, including employment, healthcare, tax, privacy, and data protection laws and regulations;
- data privacy laws that require that Client and member data be stored and processed in a designated territory;
- new and different sources of competition and laws and business practices favoring local competitors;
- local business and cultural factors that differ from our normal standards and practices, including business practices that we are prohibited from engaging in by the FCPA and other anti-corruption laws and regulations;
- changes to economic sanctions laws and regulations and imposition of tariffs;
- central bank and other restrictions on our ability to repatriate cash from international subsidiaries;
- adverse tax consequences;
- fluctuations in currency exchange rates, economic instability, and inflationary conditions, which could make our solutions more expensive or increase our costs of doing business in certain countries;
- limitations on future growth or inability to maintain current levels of revenues from international sales if we do not invest sufficiently in our international operations;
- different pricing environments, longer sales cycles, and longer accounts receivable payment cycles and collections issues;
- difficulties in staffing, managing and operating our international operations, including difficulties related to administering our stock plans in some foreign countries and increased financial accounting and reporting burdens and complexities;

- difficulties in coordinating the activities of our geographically dispersed and culturally diverse operations;

- political unrest, war, terrorism, economic instability, curtailment of trade, epidemics (such as the COVID-19 pandemic), or regional natural disasters, particularly in areas in which we have facilities.

Our overall success in international markets depends, in part, on our ability to anticipate and effectively manage these risks and there can be no assurance that we will be able to do so without incurring unexpected costs. If we are not able to manage the risks related to our international operations, our business, financial condition, and results of operations may be materially adversely affected. As of our efforts to expand BetterHelp into additional international markets continues, the risks described above may continue to grow as well.

We depend on our senior management team, and the loss of one or more of our executive officers or key employees or an inability to attract and retain highly skilled employees could adversely affect our business.

Our success depends largely upon the continued services of our key executive officers and other senior leaders, and on our ability to attract and retain qualified leaders. These individuals are at-will employees and therefore they may terminate employment with us at any time with no advance notice. In connection with the hiring of our new chief executive officer and subsequent changes to our operational structure, we have had several recent executive transitions in 2024. There may be additional changes in our senior management team resulting from the hiring or departure of executives or other key employees or from additional changes to our operational structure, which could disrupt our business. The replacement of one or more of our executive officers or other key employees would likely involve significant time and costs and may significantly delay or prevent the achievement of our business objectives.

We cannot predict the likelihood, timing or effect of future transitions among our senior leadership. The loss of the services of our executive officers or other key employees, or inability to attract and retain qualified leaders, could impede the achievement of our objectives and harm our ability to successfully implement our business strategy. For example, certain of our employees have taken on increased responsibilities in light of this turnover, which could divert attention from key business areas, and the realignment of our leadership structure could result in a lack of clear ownership for key products and processes.

To continue to execute our growth strategy, we also must attract and retain highly skilled personnel. However, competition in the job market is intense for a limited pool of qualified professionals. Inability to meet the ever-increasing expenses (salaries, benefits and technology costs, and talent inflation) of attracting and retaining talent may threaten our ability to provide the staffing resources needed to execute our growth strategy. We have from time to time in the past experienced, and we expect to continue to experience in the future, difficulty in hiring and retaining highly skilled personnel with appropriate qualifications. The pool of qualified personnel with experience working in the healthcare market is limited overall. In addition, many of the companies with which we compete for experienced personnel have greater resources than we have.

In addition, in making employment decisions, job candidates often consider the value of the equity-based awards they are to receive in connection with their employment. Volatility in the price of our stock may, therefore, adversely affect our ability to attract or retain highly skilled personnel. Further, the requirement to expense other equity-based compensation or our efforts to limit stockholder dilution from our equity compensation programs have discouraged us in the past, and may discourage us in the future, from granting the size or type of equity awards that job candidates require to join our company. Failure to attract new personnel or failure to retain and motivate our current personnel, could have a material adverse effect on our business, financial condition, and results of operations.

We are dependent on our ability to recruit, retain and develop a very large and diverse workforce. We must evolve our culture in order to successfully grow our business.

Our products and services and our operations require a large number of employees. Our success is dependent on our ability to evolve our culture, align our talent with our business needs, engage our employees, and inspire our employees to be open to change, to innovate, and to maintain member- and Client-focus when delivering our services. Our business would be adversely affected if we fail to adequately plan for succession of our executives and senior management; or if we fail to effectively recruit, integrate, retain, and develop key talent and/or align our talent with our business needs, in light of the current rapidly changing environment. While we have succession plans in place and we have employment arrangements with a limited number of key executives, these do not guarantee that the services of these or suitable successor executives will continue to be available to us.

If we fail to develop widespread brand awareness cost-effectively, or are subject to widespread negative media coverage or social media engagement, our business may suffer.

We believe that developing and maintaining widespread awareness of our brands in a cost-effective manner is critical to achieving widespread adoption of our solutions and attracting new Clients and members. Our brand promotion activities may not generate Client or member awareness or increase revenue, and even if they do, any increase in revenue may not offset the expenses we incur in building our brands. If we fail to successfully promote and maintain our brands, or incur substantial expenses in doing so, we may fail to attract or retain Clients or members necessary to realize a sufficient return on our brand-building efforts or to achieve the widespread brand awareness that is critical for broad Client and member adoption of our solutions.

In addition, unfavorable publicity regarding, among others, us, our business, our solutions, the healthcare industry, litigation or regulatory activity, our data privacy, or data security practices, or those of other participants in our industry, could materially adversely affect our reputation. From time to time, news media outlets have provided negative coverage regarding virtual care and privacy practices, in particular related to BetterHelp. Any negative media coverage or public perceptions about our brand, regardless of the accuracy of such reporting or perceptions, may have an adverse impact on our business and reputation, as well as have an adverse effect on our ability to attract and retain Clients, members or employees, and result in decreased revenue, which could materially adversely affect our business, financial condition and results of operations.

Our Clients, members and other individuals may also engage with us online through social media pages or provide feedback and public commentary about all aspects of our business and industry. Information concerning us or our services, whether accurate or not, may be posted on social media pages at any time and may have a disproportionately adverse impact on our brand, reputation or business. The harm may be immediate without affording us an opportunity to respond and could materially adversely affect our business, financial condition and results of operations.

Our BetterHelp marketing efforts may not be successful or may become more expensive, either of which could increase our costs and adversely affect our business, financial condition, results of operations, and cash flows.

BetterHelp represented 41% of our total consolidated revenue in 2024. We spend significant resources marketing this service, and the cost of customer acquisition increased in 2024. Any decrease in the amount or effectiveness of our BetterHelp marketing efforts could lead to lower revenue or growth and profitability of this business. Further, if the cost of customer acquisition for BetterHelp remains elevated or continues to increase, it could materially adversely affect our business, financial condition and results of operations.

In addition, we rely on relationships for our BetterHelp business with a wide variety of third parties, including internet search providers such as Google, social networking platforms such as Facebook, internet advertising networks, co-registration partners, retailers, distributors, television advertising agencies, and direct marketers, to source new members and to promote or distribute our services and products. If these third parties and social networking platforms materially change how they permit companies to advertise with them, it could materially adversely affect our business, financial condition and results of operations. Also, in connection with the launch of new services or products, features or markets for our BetterHelp business, we may spend a significant amount of resources on marketing, which could divert resources from marketing efforts for our core BetterHelp service, which could lead to a decrease in the acquisition of new paying users for that service. The ability of our advertising spend to efficiently attract new members and increase engagement of current members has led to a decline in visit volume and revenue. If our marketing activities are inefficient or unsuccessful, if important third-party relationships or marketing strategies, such as internet search engine marketing and search engine optimization, become more expensive or unavailable, or are suspended, modified, or terminated, for any reason, if there is an increase in the proportion of individuals visiting our websites or purchasing our services by way of marketing channels with higher marketing costs as compared to channels that have lower or no associated marketing costs or if our marketing efforts do not result in our services being prominently ranked in internet search listings, our business, financial condition, results of operations, and cash flows could be materially and adversely impacted.

In order to support the growth of our business, we have and may need to incur additional indebtedness or seek capital through new equity or debt financings, which sources of additional indebtedness or capital may not be available to us on acceptable terms or at all.

Our operations have consumed substantial amounts of cash since inception and we intend to continue to make significant investments to support our growth, respond to business challenges or opportunities, develop new applications

and services, enhance our existing solutions and services, enhance our operating infrastructure, and potentially acquire complementary businesses and technologies. For the years ended December 31, 2024 and 2023, our net cash provided by operating activities was $293.7 million and $350.0 million, respectively. As of December 31, 2024, we had $1,298.3 million of cash and cash equivalents which are held for working capital purposes, capital expenditures, and other corporate purposes. As of December 31, 2024, we had outstanding $1,000.0 million of 1.25% convertible senior notes due 2027 (the “2027 Notes”), $0.7 million of 1.375% convertible senior notes due 2025 (the “2025 Notes”), and $550.0 million of 0.875% convertible senior notes due 2025 that were issued by Livongo Health, Inc. ("Livongo") for which we agreed to assume all of Livongo's rights and obligations (the "Livongo Notes," and together with the 2027 Notes and 2025 Notes, the "Notes").

We may be required to use a substantial portion of our cash flows from operations to pay interest and principal on our indebtedness. An aggregate principal amount of $550.7 million of the Notes is due in 2025. Our ability to make scheduled payments of the principal of, to pay interest on, or to refinance our indebtedness, including the Notes, depends on our future performance, which is subject to economic, financial, competitive, and other factors beyond our control. Such payments will reduce the funds available to us for working capital, capital expenditures, and other corporate purposes and limit our ability to obtain additional financing for working capital, capital expenditures, expansion plans, and other investments, which may in turn limit our ability to implement our business strategy, heighten our vulnerability to downturns in our business, the industry, or in the general economy, limit our flexibility in planning for, or reacting to, changes in our business and the industry, and prevent us from taking advantage of business opportunities as they arise. Our business may not continue to generate cash flow from operations in the future sufficient to service our debt, make necessary capital expenditures and fund our operations. If we are unable to generate such cash flow, we may be required to adopt one or more alternatives, such as selling assets, restructuring debt, or obtaining additional equity capital on terms that may be onerous or highly dilutive. If we are unable to engage in any of these activities or engage in these activities on desirable terms, it could result in a default on our debt obligations, which would adversely affect our business, financial condition, and results of operations. We may settle conversions of the Notes through payment or delivery, as the case may be, of cash, shares of our common stock, or a combination of cash and shares of our common stock. The amount of cash paid, or number of shares delivered, in connection with any conversion may be material and could result in a significant depletion in the cash available to fund our operations or significant dilution to our stockholders.

Our future capital requirements may be significantly different from our current estimates and will depend on many factors, including our growth rate, subscription renewal activity, the timing and extent of spending to support development efforts, the expansion of sales and marketing activities, the introduction of new or enhanced services, and the continuing market acceptance of virtual care. Accordingly, we may need to engage in equity or debt financings or collaborative arrangements to secure additional funds. If we raise additional funds through further issuances of equity or convertible debt securities, our existing stockholders could suffer significant dilution, and any new equity securities we issue could have rights, preferences, and privileges superior to those of holders of our common stock. Any debt financing secured by us in the future could become more expensive due to rising interest rates or involve restrictive covenants relating to our capital-raising activities and other financial and operational matters, which may make it more difficult for us to obtain additional capital and to pursue business opportunities, including potential acquisitions. In addition, during times of economic instability, it has been difficult for many companies to obtain financing in the public markets or to obtain debt financing, and we may not be able to obtain additional financing on commercially reasonable terms, if at all. If we are unable to obtain adequate financing or financing on terms satisfactory to us, it could have a material adverse effect on our business, financial condition, and results of operations.

The investment of our cash and cash equivalents is subject to risks which may cause losses and affect the liquidity of these investments.

At December 31, 2024, we had $1,298.3 million in cash and cash equivalents. Our investments may also include commercial paper, securities issued by the U.S. government obligations, and money market funds meeting the criteria of our investment policy, which is focused on the preservation of our capital. These investments are subject to general credit, liquidity, and market and interest rate risks, particularly in the current economic environment. We may realize losses in the fair value of these investments or a complete loss of these investments, which would have a negative effect on our consolidated financial statements. In addition, should our investments cease paying or reduce the amount of interest paid to us, our interest income would suffer. The market risks associated with our investment portfolio may have an adverse effect on our results of operations, liquidity and financial condition.

Foreign currency exchange rate fluctuations could adversely affect our business, financial condition and results of operations.

Our business is exposed to fluctuations in exchange rates. Although our reporting currency is the U.S. dollar, we operate in different geographical areas and transact in a range of currencies in addition to the U.S. dollar. As a result, movements in exchange rates may cause our revenue and expenses to fluctuate, impacting our profitability and cash flows. Future business operations and opportunities, including any continued expansion of our business outside the U.S., may further increase the risk that cash flows resulting from these activities may be adversely affected by changes in currency exchange rates. In the event we are unable to offset these risks, there may be a material adverse impact on our business, financial condition, and results of operations. In appropriate circumstances where we are unable to naturally offset our exposure to these currency risks, we may enter into derivative transactions to reduce such exposures. Even where we implement hedging strategies to mitigate foreign currency risk, these strategies might not eliminate our exposure to foreign currency exchange rate fluctuations and involve costs and risks of their own, such as ongoing management time and expertise, costs to implement the strategies, and potential accounting implications. Nevertheless, exchange rate fluctuations may either increase or decrease our revenues and expenses as reported in U.S. dollars. Moreover, foreign governments may restrict transfers of cash out of the country, control exchange rates and enforce exchange controls. There can be no assurance that we will be able to repatriate our earnings, and at exchange rates that are beneficial to us, which could have a material adverse effect on our business, financial condition, and results of operations.

Natural or man-made disasters and other similar events may significantly disrupt our business and negatively impact our business, financial condition, and results of operations.

Our offices may be harmed or rendered inoperable by natural or man-made disasters, including earthquakes, power outages, fires, floods, nuclear disasters, health epidemics (including the COVID-19 pandemic), war, and acts of terrorism or other criminal activities, which may render it difficult or impossible for us to operate our business for some period of time. For example, the COVID-19 pandemic, including its variants, disrupted the normal operations of our business, and any other similar pandemic or epidemic may result in the same among other impacts. As another example, our headquarters are located in the greater New York City area, a region with a history of terrorist attacks and hurricanes. Acts of terrorism, including malicious internet-based activity, could cause disruptions to the internet or the economy as a whole. Even with our disaster recovery arrangements, access to our platform could be interrupted. If our systems were to fail or be negatively impacted as a result of a natural disaster or other event, our ability to deliver our platform and solution to our Clients and members would be impaired or we could lose critical data. Although we maintain an insurance policy covering damage to property we rent, such insurance may not be sufficient to compensate for losses that may occur. If we are unable to develop adequate plans to ensure that our business functions continue to operate during and after a disaster, and successfully execute on those plans in the event of a disaster or emergency, any such losses or damages could have a material adverse effect on our business, financial condition and results of operations and harm our reputation. In addition, our Clients' facilities may be harmed or rendered inoperable by such natural or man-made disasters, which may cause disruptions, difficulties, or material adverse effects on our business.

Risks Related to Information Technology

We rely on data center providers, internet infrastructure, bandwidth providers, third-party computer hardware and software, network and cloud service providers, other third parties and our own systems for providing services to our Clients and members, and any failure or interruption in the services provided by these third parties or our own systems could expose us to litigation and negatively impact our relationships with Clients and members, adversely affecting our brand and our business, financial condition and results of operations.

We serve all of our Clients and members leveraging a multi-cloud architecture using leading multinational vendors. The actual instances are geographically diverse to insulate our applications from local failures and have an additional layer of redundancy provided by company-managed data centers. While we control and have access to our servers, we do not control the operation of these facilities. The cloud vendors and the owners of our data center facilities have no obligation to renew their agreements with us on commercially reasonable terms, or at all. If we are unable to renew these agreements on commercially reasonable terms, or if one of our cloud vendors or data center operators is acquired, we may be required to transfer our servers and other infrastructure to a new vendor or a new data center facility, and we may incur significant costs and possible service interruption in connection with doing so. Problems faced by our cloud vendors or third-party data center locations with the telecommunications network providers with whom we or they contract or with the systems by which our telecommunications providers allocate capacity among their clients, including us, could adversely affect the experience of our Clients and members. Our cloud vendors or third-party data center operators could

decide to close their facilities without adequate notice. In addition, any financial or business actions by our cloud vendors, third-party data centers operators, or any of the service providers with whom we or they contract may have negative effects on our business, financial condition, and results of operations, the nature and extent of which are difficult to predict. These financial or business actions may include bankruptcy declarations or decisions to acquire or develop products that compete directly with our solutions. Should they compete against us, we may be at a disadvantage because they may gain additional insights into our system by analyzing our cloud traffic on their servers.

In addition, our ability to deliver our services that rely on internet or mobile technology depends on the development and maintenance of the infrastructure of the internet or mobile technology by third parties. This includes maintenance of a reliable network backbone with the necessary speed, data capacity, bandwidth capacity, and security. Our services are designed to operate without interruption in accordance with our service level commitments. However, we have experienced and expect that we may experience future interruptions and delays in services and availability from time to time. In the event of a catastrophic event with respect to one or more of our systems, we may experience an extended period of system unavailability, which could negatively impact our relationship with Clients and members. To operate without interruption, both we and our service providers must guard against:

- damage from fire, power loss, natural disasters, health epidemics (including the COVID-19 pandemic), and other force majeure events outside our control;
- communications failures;
- software and hardware errors, failures, and crashes;
- security breaches, computer viruses, hacking, denial-of-service attacks, and similar disruptive problems; and
- other potential interruptions.

We exercise limited control over third-party vendors, which increases our vulnerability to problems with technology and information services they provide. Interruptions in our network access and services in connection with third-party technology and information services may reduce our revenue, cause us to issue refunds to Clients or members for prepaid and unused subscription services, subject us to potential liability, or adversely affect Client or member renewal rates. Although we maintain a security and privacy damages insurance policy, the coverage under our policies may not be adequate to compensate us for all losses that may occur related to the services provided by our third-party vendors. In addition, we may not be able to continue to obtain adequate insurance coverage at an acceptable cost, if at all.

Our ability to rely on these services of third-party vendors could be impaired as a result of the failure of such providers to comply with applicable laws, regulations, and contractual covenants, or as a result of events affecting such providers, such as power loss, telecommunication failures, software or hardware errors, computer viruses, cyber incidents, and similar disruptive problems, fire, flood, and natural disasters. Any such failure or event could adversely affect our relationships with our Clients and members and damage our reputation. This could materially and adversely impact our business, financial condition, and results of operations.

If our or our vendors' security measures fail or are breached and unauthorized access to a Client's or member's data is obtained, then our services may be perceived as insecure, we may incur significant liabilities, our reputation may be harmed, and we could lose sales, Clients, and members.

Our services involve the storage and transmission of Clients' and our members' proprietary information, sensitive or confidential data, including valuable intellectual property and personal information of employees, Clients, members and others, as well as the PHI of our members. Because of the sensitivity of the information we store and transmit, the security features of our and our third-party vendors' computer, network, and communications systems infrastructure are critical to the success of our business. A breach or failure of our or our third-party vendors' security measures could result from a variety of circumstances and events, including third-party action, employee negligence or error, malfeasance, computer viruses, cyber-attacks by computer hackers, failures during the process of upgrading or replacing software and databases, power outages, hardware failures, telecommunication failures, user errors, or catastrophic events. Information security risks have generally increased in recent years because of the proliferation of new technologies and the increased sophistication and activities of perpetrators of cyber-attacks. As cyber threats continue to evolve, we may be required to expend additional resources to further enhance our information security measures and/or to investigate and remediate any information security vulnerabilities. While we have security measures in place, we have experienced cybersecurity incidents in the past.

Likewise, our third-party vendors have experienced cybersecurity incidents in the past that have impacted us. To date, management has not determined that any cybersecurity incidents the Company has experienced, including incidents our third-party vendors have experienced, have resulted in, or are reasonably likely to result in, a material impact to our business. We learn from these incidents and adjust controls and incident response procedures as needed. If our or our third-party vendors' security measures fail or are breached, it could result in unauthorized persons accessing sensitive Client or member data (including PHI), a loss of or damage to our data, an inability to access data sources, or process data or provide our services to our Clients or members. Such failures or breaches of our or our third-party vendors' security measures, or our or our vendors' inability to effectively resolve such failures or breaches in a timely manner, could severely damage our reputation, adversely affect Client, member, or investor confidence in us, and reduce the demand for our services from existing and potential Clients or members. In addition, we could face litigation, damages for contract breach, monetary penalties, or regulatory actions for violation of applicable laws or regulations, and incur significant costs for remedial measures to prevent future occurrences and mitigate past violations. Applicable data protection laws, privacy policies, or data protection obligations may require us to notify affected individuals, regulators, customers, credit reporting agencies, and others in the event of a security breach. Members about whom we obtain health information, as well as the providers who share this information with us, may have statutory or contractual rights that limit our ability to use and disclose the information. We may be required to expend significant capital and other resources to ensure ongoing compliance with applicable data protection laws, privacy policies, and data protection obligations. Claims that we have violated individuals' privacy rights or breached our data protection obligations, even if we are not found liable, could be expensive and time-consuming to defend and could result in adverse publicity that could harm our business. Although we maintain insurance covering certain security and privacy damages and claim expenses, we may not carry insurance or maintain coverage sufficient to compensate for all liability and in any event, insurance coverage would not address the reputational damage that could result from a security incident.

We may experience cybersecurity and other breach incidents that remain undetected for an extended period. Because techniques used to obtain unauthorized access or to sabotage systems change frequently and generally are not recognized until launched, we may be unable to anticipate these techniques or to implement adequate preventive measures. If an actual or perceived breach of our security occurs, or if we are unable to effectively resolve such breaches in a timely manner, the market perception of the effectiveness of our security measures could be harmed and we could lose sales, Clients, and members, which could have a material adverse effect on our business, financial condition, and results of operations.

Also, the threat of ransomware could result in large-scale business disruption and data breach. A successful attack could shut down our ability to provide our services for an extended period of time, the result of which would be the loss of revenue, potential fines and costs associated with data loss, as well as a blemished reputation that could hinder our ability to retain and attract Clients and members.

Our proprietary software may not operate properly or meet the expectations of our Clients or members, which could damage our reputation, give rise to claims against us, or divert application of our resources from other purposes, any of which could harm our business, financial condition, and results of operations.

Our application platform provides our members and providers with the ability to, among other things: register for our services; complete, view and edit medical history; request a visit (either scheduled or on demand); conduct a visit (via video or phone); use our devices to collect health information; and initiate an expert medical service. Proprietary software development is time consuming, expensive, and complex, and may involve unforeseen difficulties. From time to time we have encountered design and technical obstacles that have led to performance and usability challenges, and it is possible that we may discover additional problems that prevent our proprietary applications from operating properly or meeting the expectations of our Clients or members. We continue to implement software with respect to a number of new applications and services. If our solutions do not function reliably or fail to achieve Client or member expectations in terms of performance, Clients or members could assert liability claims against us or attempt to cancel their contracts with us. This could damage our reputation and impair our ability to attract or maintain Clients and members, and could have a material adverse effect on our business, financial condition, and results of operations.

Moreover, data services are complex and those we offer have in the past contained, and may in the future develop or contain, undetected defects or errors. Material performance problems, defects, or errors in our existing or new software and applications and services may arise in the future and may result from interface of our solutions with systems and data that we did not develop and the function of which is outside of our control or undetected in our testing. These defects and errors, and any failure by us to identify and address them, could result in loss of revenue or market share, diversion of development resources, harm to our reputation, incomplete clinical information for our members and increased service and

maintenance costs. Defects or errors may discourage existing or potential Clients or members from purchasing our solutions from us or may cause existing Clients to terminate their relationship with us. Correction of defects or errors could prove to be impossible or impracticable. The costs incurred in correcting any defects or errors may be substantial and could have a material adverse effect on our business, financial condition, and results of operations.

If we cannot implement our solutions for Clients, enroll members or resolve any technical issues in a timely manner, we may lose Clients or members and our reputation may be harmed, which could have a material adverse effect on our business, financial condition and results of operations.

Our Clients utilize a variety of data formats, applications, and infrastructure and our solutions must support our Clients' data formats and integrate with complex enterprise applications and infrastructures. If our virtual care platform does not currently support a Client's required data format or appropriately integrate with a Client's applications and infrastructure, then we must configure our platform to do so, which increases our expenses. Additionally, we do not control our Clients' implementation schedules. As a result, if our Clients do not allocate the internal resources necessary to meet their implementation responsibilities or if we face unanticipated implementation difficulties, the implementation may be delayed. If the Client implementation process is not executed successfully or if execution is delayed, we could incur significant costs, Clients could become dissatisfied and decide not to increase utilization of our solutions or not to implement our solutions beyond an initial period prior to their term commitment or, in some cases, revenue recognition could be delayed. In addition, competitors with more efficient operating models with lower implementation costs could jeopardize our Client relationships. In addition, our growth in recent years has led to multiple eligibility systems that has at times caused, and may in the future cause, challenges regarding member eligibility verification, which could result in member inability to access care, decreased enrollment and other negative business and financial impacts, including increased administrative costs.

Our Clients and members depend on our support services to resolve any technical issues relating to our solutions and services, and we may be unable to respond quickly enough to accommodate short-term increases in member demand for support services, particularly as we increase the size of our Client and membership bases. We also may be unable to modify the format of our support services to compete with changes in support services provided by competitors. It is difficult to predict member demand for technical support services, and if member demand increases significantly, we may be unable to provide satisfactory support services to our members. Further, if we are unable to address members' needs in a timely fashion or further develop and enhance our solution, or if a Client or member is not satisfied with the quality of work performed by us or with the technical support services rendered, then we could incur additional costs to address the situation or be required to issue credits or refunds for amounts related to unused services, and our profitability may be impaired and Clients' and members' dissatisfaction with our solution could damage our ability to expand the number of applications and services purchased by such Clients. These Clients may not renew their contracts, seek to terminate their relationship with us, or renew on less favorable terms, or members may not renew their subscriptions to our BetterHelp services. Moreover, negative publicity related to our Client or member relationships, regardless of its accuracy, may further damage our business by affecting our reputation or ability to compete for new business with current and prospective Clients or members. If any of these were to occur, our revenue may decline and our business, financial condition, and results of operations could be materially adversely affected.

Risks Related to Government Regulation

Our business could be adversely affected by legal challenges to our business model or by actions restricting our ability to provide the full range of our services in certain jurisdictions.

Our ability to conduct our business in a particular U.S. state or non-U.S. jurisdiction is directly dependent upon the applicable laws governing virtual healthcare, the practice of medicine, and healthcare delivery in general in such location which are subject to changing political, regulatory, and other influences. With respect to virtual care services, in the past, state medical boards have established new rules or interpreted existing rules in a manner that has limited or restricted our ability to conduct our business as it was conducted in other states. Some of these actions have resulted in litigation and the suspension or modification of our virtual care operations in certain states. With respect to expert medical services, we believe that they do not constitute the practice of medicine in any jurisdiction in which we provide them. However, the extent to which a U.S. state or non-U.S. jurisdiction considers particular actions or relationships to constitute practicing medicine is subject to change and to evolving interpretations by medical boards, state attorneys general, or the other relevant regulatory and legal authorities, each with broad discretion.

In addition, our BetterHelp segment and the industry as a whole has come under increasing scrutiny from government regulators in recent years, including as a result of the industry's growing profile due to the COVID-19 pandemic. Accordingly, we must monitor our compliance with laws in every jurisdiction in which we operate, on an ongoing basis, and we cannot provide assurance that our activities and arrangements, if challenged, will be found to be in compliance with the laws. Additionally, it is possible that the laws and rules governing the practice of medicine, including virtual healthcare, in one or more jurisdictions may change in a manner deleterious to our business. If a successful legal challenge or an adverse change in the relevant laws were to occur, and we were unable to adapt our business model accordingly, our operations in the affected jurisdictions would be disrupted, which could have a material adverse effect on our business, financial condition, and results of operations.

In our U.S. telehealth business, we are dependent on our relationships with affiliated professional entities, which we do not own, to provide medical services, and our business would be adversely affected if those relationships were disrupted or if our arrangements with the THMG Association's providers or our Clients are found to violate state laws prohibiting the corporate practice of medicine or fee splitting.

The laws of all states prohibit us from exercising control over the medical judgments or decisions of physicians and the laws of many states, including states in which many of our Clients are located, prohibit us from engaging in certain financial arrangements, such as splitting professional fees with physicians. These laws and their interpretations vary from state to state and are enforced by state courts and regulatory authorities, each with broad discretion, and are subject to change and to evolving interpretations by state boards of medicine and state attorneys general, among others. We enter into agreements with our affiliated professional association, THMG, which enters into contracts with its providers pursuant to which they render professional medical services. In addition, we enter into contracts with our Clients to arrange for the THMG Association to deliver professional services in exchange for fees. These contracts include management services agreements with our affiliated physician organizations pursuant to which the physician organizations reserve exclusive control and responsibility for all aspects of the practice of medicine and the delivery of medical services. Although we seek to comply with applicable state prohibitions on the corporate practice of medicine and fee splitting, changes in, or subsequent interpretations of, the corporate practice of medicine laws could circumscribe our business operations, and state officials who administer these laws or other third parties may successfully challenge our existing organization and contractual arrangements. If such a claim were successful, we could be subject to civil and criminal penalties, the repayment of reimbursements from third party payors, and could be required to restructure or terminate the applicable contractual arrangements. A determination that these arrangements violate state statutes, or our inability to successfully restructure our relationships with the THMG Association's providers to comply with these statutes, could hinder our ability to provide services to Clients located in certain states, which would have a materially adverse effect on our business, financial condition, and results of operations. State corporate practice of medicine doctrines also often impose penalties on physicians themselves for aiding the corporate practice of medicine, which could discourage physicians from participating in our network of providers. Additionally, a number of states have recently introduced or are planning to introduce legislation which would significantly increase the level of scrutiny that similarly structured organizations would face and could introduce additional penalties on management services organizations similar to ours.

We do not own THMG, which is a 100% physician owned independent entity, or the professional corporations with which it contracts. THMG and the other professional corporations are owned by physicians licensed in their respective states. While we expect that these relationships will continue, we cannot guarantee that they will. A material change in our relationship with THMG, or among THMG and the contracted professional corporations, whether resulting from a dispute among the entities, a change in government regulation, or the loss of these affiliations, could impair our ability to provide services to our members and could have a material adverse effect on our business, financial condition, and results of operations. In addition, the arrangements in which we have entered to comply with state corporate practice of medicine doctrines could subject us to additional scrutiny by federal and state regulatory bodies, including with respect to federal and state fraud and abuse laws. We believe that our operations comply with applicable state statutes and regulations regarding corporate practice of medicine, fee-splitting, and anti-kickback prohibitions. However, any scrutiny, investigation, or litigation with regard to our arrangement with the THMG Association or BetterHelp could have a material adverse effect on our business, financial condition and results of operations, particularly if we are unable to restructure our operations and arrangements to comply with applicable laws or we are required to restructure at a significant cost, or if we were subject to penalties or other adverse action.

In the U.S., a number of states have introduced healthcare transaction notification requirements which may impede our ability to grow through mergers, acquisitions, consolidations, and other transactions.

A number of states have introduced legislation or passed legislation which requires the acquirer of certain healthcare entities to provide notice or, in some states, seek approval of state regulators and attorneys general prior to the

consummation of such transactions. These healthcare transaction laws have, in some cases, extended the length of time required to close an acquisition and may result in certain transactions being rejected or blocked by state authorities or attorneys general. We partially rely on mergers, acquisitions, and consolidation transactions to enable us to scale our business lines and acquire new business lines. If we were unable to consummate such transactions, or were delayed in closing and implementing such transactions, the result could negatively affect our financial performance and ability to grow and expand. In addition, the compliance with such healthcare transaction notification laws increases the cost and effort associated with each transaction and may bring scrutiny by governmental authorities on our internal operations and position in the healthcare services marketplace.

Evolving government regulations may require increased costs or adversely affect our business, financial condition, and results of operations.

In a regulatory climate that is uncertain, our operations have been, and may in the future be, subject to direct and indirect adoption, expansion, or reinterpretation of various laws and regulations. Compliance with these future laws and regulations may require us to change our practices at an undeterminable and possibly significant initial monetary and recurring expense. These additional monetary expenditures may increase future overhead, which could have a material adverse effect on our business, financial condition, and results of operations. In addition, any regulatory changes that make it more difficult to license providers in multiple jurisdictions could adversely impact our ability to efficiently scale our business, which could have a material adverse effect on our business, financial condition, and results of operations.

We have identified what we believe are the areas of government regulation that, if changed, would be costly to us. These areas include: rules governing the provision of telehealth, including, for example, rules that would require in person visits or consultations prior to the provision of telehealth; practice of medicine by physicians; licensure standards for doctors, physician assistants, advanced practice registered nurses, nurses, and mental health professionals; laws limiting the corporate practice of medicine; cybersecurity and privacy laws; laws and rules relating to the distinction between independent contractors and employees; and tax and other laws encouraging employer-sponsored health insurance and group benefits. There could be laws and regulations applicable to our business that we have not identified or that, if changed, may be costly to us, and we cannot predict all the ways in which implementation of such laws and regulations may affect us.

In the jurisdictions in which we operate, we believe we are in compliance with all applicable laws, but, due to the uncertain regulatory environment, certain jurisdictions may allege or determine that we are in violation of their laws. In the event that we must remedy such violations, we may be required to modify our services and products in a manner that undermines our solutions' attractiveness to our Clients, members or providers, we may become subject to fines or other penalties or, if we determine that the requirements to operate in compliance in such jurisdictions are overly burdensome, we may elect to terminate our operations in such places. In each case, our revenue may decline, and our business, financial condition, and results of operations could be materially adversely affected.

Additionally, the introduction of new services may require us to comply with additional, yet undetermined, laws and regulations. Compliance may require obtaining appropriate licenses or certificates, increasing our security measures, and expending additional resources to monitor developments in applicable rules and ensure compliance. The failure to adequately comply with these future laws and regulations may delay or possibly prevent some of our products or services from being offered to Clients and members, which could have a material adverse effect on our business, financial condition, and results of operations.

In the U.S., we conduct business in a heavily regulated industry and if we fail to comply with these laws and government regulations, we could incur penalties or be required to make significant changes to our operations, or experience adverse publicity, which could have a material adverse effect on our business, financial condition, and results of operations.

The U.S. healthcare industry is heavily regulated and closely scrutinized by federal, state, and local governments. Comprehensive statutes and regulations govern the manner in which we provide and bill for services and collect reimbursement from governmental programs and private payors, our contractual relationships with the THMG

Association's providers, vendors, and Clients, our marketing activities and other aspects of our operations. Of particular importance are:

- the federal physician self-referral law, commonly referred to as the Stark Law, that, subject to limited exceptions, prohibits physicians from referring Medicare or Medicaid patients to an entity for the provision of certain "designated health services" if the physician or a member of such physician's immediate family has a direct or indirect financial relationship (including an ownership interest or a compensation arrangement) with the entity, and prohibit the entity from billing Medicare or Medicaid for such designated health services;

- the federal Anti-Kickback Statute that prohibits the knowing and willful offer, payment, solicitation, or receipt of any bribe, kickback, rebate, or other remuneration for referring an individual, in return for ordering, leasing, purchasing, or recommending or arranging for or to induce the referral of an individual or the ordering, purchasing, or leasing of items or services covered, in whole or in part, by any federal healthcare program, such as Medicare and Medicaid. A person or entity does not need to have actual knowledge of the statute or specific intent to violate it to have committed a violation. In addition, the government may assert that a claim including items or services resulting from a violation of the federal Anti-Kickback Statute constitutes a false or fraudulent claim for purposes of the False Claims Act;

- the criminal healthcare fraud provisions of HIPAA and related rules that prohibit knowingly and willfully executing a scheme or artifice to defraud any healthcare benefit program or falsifying, concealing, or covering up a material fact or making any material false, fictitious, or fraudulent statement in connection with the delivery of or payment for healthcare benefits, items or services. Similar to the federal Anti-Kickback Statute, a person or entity does not need to have actual knowledge of the statute or specific intent to violate it to have committed a violation;

- the federal False Claims Act that imposes civil and criminal liability on individuals or entities that knowingly submit false or fraudulent claims for payment to the government or knowingly making, or causing to be made, a false statement in order to have a false claim paid, including *qui tam* or whistleblower suits;

- reassignment of payment rules that prohibit certain types of billing and collection practices in connection with claims payable by the Medicare or Medicaid programs;

- similar state law provisions pertaining to anti-kickback, self-referral, and false claims issues, some of which may apply to items or services reimbursed by any payor, including patients and commercial insurers;

- state laws that prohibit general business corporations, such as us, from practicing medicine, controlling physicians' medical decisions, or engaging in some practices such as splitting fees with physicians;

- laws that regulate debt collection practices as applied to our debt collection practices;

- a provision of the Social Security Act that imposes criminal penalties on healthcare providers who fail to disclose or refund known overpayments;

- federal and state laws that prohibit providers from billing and receiving payment from Medicare and Medicaid for services unless the services are medically necessary, adequately and accurately documented, and billed using codes that accurately reflect the type and level of services rendered; and

- federal and state laws and policies that require healthcare providers to maintain licensure, certification, or accreditation to enroll and participate in the Medicare and Medicaid programs, to report certain changes in their operations to the agencies that administer these programs.

Because of the breadth of these laws and the narrowness of the statutory exceptions and safe harbors available, it is possible that some of our business activities could be subject to challenge under one or more of such laws. Achieving and sustaining compliance with these laws may prove costly. Failure to comply with these laws and other laws can result in civil and criminal penalties such as fines, damages, overpayment, recoupment, imprisonment, loss of enrollment status and exclusion from the Medicare and Medicaid programs. The risk of our being found in violation of these laws and regulations is increased by the fact that many of them have not been fully interpreted by the regulatory authorities or the courts, and their provisions are sometimes open to a variety of interpretations. Certain of these laws and regulations are subject to "facts and circumstances" review, and the considerations for such review may vary based on the reviewer or

administration. Our failure to accurately anticipate the application of these laws and regulations to our business or any other failure to comply with regulatory requirements could create liability for us and negatively affect our business. Any action against us for violation of these laws or regulations, even if we successfully defend against it, could cause us to incur significant legal expenses, divert our management's attention from the operation of our business, and result in adverse publicity.

To enforce compliance with the federal laws, the U.S. Department of Justice, the OIG and other governmental agencies have increased their scrutiny of healthcare providers, which has led to a number of investigations, prosecutions, convictions, and settlements in the healthcare industry. Dealing with investigations can be time- and resource-consuming and can divert management's attention from the business. Any such investigation or settlement could increase our costs or otherwise have an adverse effect on our business. In addition, because of the potential for large monetary exposure under the federal False Claims Act, which provides for treble damages and minimum penalties per false claim or statement, healthcare providers often resolve allegations without admissions of liability for significant and material amounts to avoid the uncertainty of treble damages that may be awarded in litigation proceedings. Such settlements often contain additional compliance and reporting requirements as part of a consent decree, settlement agreement or corporate integrity agreement. Given the significant size of actual and potential settlements, it is expected that the government will continue to devote substantial resources to investigating healthcare providers' compliance with the healthcare reimbursement rules and fraud, waste, and abuse laws.

The laws, regulations and standards governing the provision of healthcare services may change significantly in the future. Any new or changed healthcare laws, regulations, or standards or any review of our business by judicial, law enforcement, regulatory or accreditation authorities could adversely affect our business, financial condition, and results of operations.

Our use and disclosure of personally identifiable information, including health information, and other personal data is subject to federal, state, and foreign privacy and security regulations, and our failure to comply with those regulations or to adequately secure the information we hold could result in significant liability or reputational harm and, in turn, a material adverse effect on our Client base, membership base, and revenue.

Numerous federal, state and foreign laws and regulations govern the collection, dissemination, use, privacy, confidentiality, security, availability, and integrity of PII, including PHI. In particular, in the U.S., HIPAA establishes a set of basic national privacy and security standards for the protection of PHI by health plans, healthcare clearinghouses, and certain healthcare providers, referred to as covered entities, and the business associates with whom such covered entities contract for services, which includes us. HIPAA requires healthcare providers like us to develop and maintain policies and procedures with respect to PHI that is used or disclosed, including the adoption of administrative, physical, and technical safeguards to protect such information. HIPAA also implemented the use of standard transaction code sets and standard identifiers that covered entities must use when submitting or receiving certain electronic healthcare transactions, including activities associated with the billing and collection of healthcare claims.

HIPAA imposes mandatory penalties for certain violations. However, a single breach incident can result in violations of multiple standards, which could result in significant fines. HIPAA also authorizes state attorneys general to file suit on behalf of their residents. Courts will be able to award damages, costs, and attorneys' fees related to violations of HIPAA in such cases. While HIPAA does not create a private right of action allowing individuals to sue us in civil court for violations of HIPAA, its standards have been used as the basis for duty of care in state civil suits such as those for negligence or recklessness in the misuse or breach of PHI. Any such penalties or lawsuits could harm our business, financial condition, results of operations, and reputation.

In addition, HIPAA mandates that the Secretary of HHS conduct periodic compliance audits of HIPAA-covered entities or business associates for compliance with the HIPAA Privacy and Security Standards. It also tasks HHS with establishing a methodology whereby harmed individuals who were the victims of breaches of unsecured PHI may receive a percentage of the Civil Monetary Penalty fine paid by the violator.

HIPAA further requires that patients be notified of any unauthorized acquisition, access, use or disclosure of their unsecured PHI that has more than a low probability of compromising the privacy or security of such information, with certain exceptions related to unintentional or inadvertent use or disclosure by employees or authorized individuals. HIPAA specifies that such notifications must be made "without unreasonable delay and in no case later than 60 calendar days after discovery of the breach." If a breach affects 500 patients or more, it must be reported to HHS without unreasonable delay, and HHS will post the name of the breaching entity on its public website. Breaches affecting 500 patients or more in the

same state or jurisdiction must also be reported to the local media. If a breach involves fewer than 500 people, the covered entity must record it in a log and notify HHS at least annually.

Numerous other federal and state laws protect the confidentiality, privacy, availability, integrity, and security of PII, including PHI and other personal data. These laws in many cases are more restrictive than, and may not be preempted by, the HIPAA rules and may be subject to varying interpretations by courts and government agencies, creating complex compliance issues for us and our Clients and potentially exposing us to additional expense, adverse publicity, and liability. In addition to fines and penalties imposed upon violators, some of these state laws also afford private rights of action to individuals who believe their personal information has been misused. There are many other state-based data privacy and security laws and regulations that may impact our business. All of these evolving compliance and operational requirements impose significant costs that are likely to increase over time, may require us to modify our data processing practices and policies, divert resources from other initiatives and projects, and could restrict the way services involving data are offered, all of which may adversely affect our business, financial condition, and results of operations. For example, U.S. states have begun to introduce more comprehensive data protection laws. The CCPA went into effect in January 2020 and established a new privacy framework for covered businesses such as ours that expands the scope of personal information and provides new privacy rights for California residents. These changes required us to modify our data processing practices and policies and incur compliance-related costs and expenses. The CCPA also provides for civil penalties for violations, as well as a private right of action for data breaches, which may increase the likelihood and cost of data breach litigation. Additionally, the CPRA went into effect on January 1, 2023 and significantly modifies the CCPA by, among other things, creating a dedicated privacy regulatory agency, requiring businesses to implement data minimization and data integrity principles, and imposing additional requirements for contracts addressing the processing of personal information. Numerous states have enacted, or are currently reviewing, legislation that is similar to the CCPA and/or CPRA. For example, the Texas Data Privacy and Security Act, the Oregon Consumer Privacy Act and the Montana Consumer Data Privacy Act became effective in 2024. There are also bills that have been approved or are going through the legislative process in many more states. In 2022, a draft of the American Data Privacy and Protection Act was released and would be a comprehensive federal data privacy law that would seek to ease the burden of a patchwork of overlapping but different state laws. These changes may result in further uncertainty with respect to privacy, data protection, and information security issues and will require us to incur additional costs and expenses in an effort to comply.

New health information standards, whether implemented pursuant to HIPAA, congressional action, or otherwise, could have a significant effect on the manner in which we must handle healthcare-related data, and the cost of complying with standards could be significant. If we do not comply with existing or new laws and regulations related to PHI, we could be subject to criminal or civil sanctions and our reputation could be harmed.

Because of the extreme sensitivity of the PII we store and transmit, the security features of our technology platform are very important. If our security measures, some of which are managed by third parties, are breached or fail, unauthorized persons may be able to obtain access to sensitive Client and member data, including HIPAA-regulated PHI. As a result, our reputation could be severely damaged, adversely affecting Client and member confidence. Members may curtail their use of, or stop using, our services or our Client base could decrease, which would cause our business to suffer. In addition, we could face litigation, damages for contract breach, penalties, and regulatory actions for violation of HIPAA and other applicable laws or regulations and significant costs for remediation, notification to individuals, and for measures to prevent future occurrences. Any potential security breach could also result in increased costs associated with liability for stolen assets or information, repairing system damage that may have been caused by such breaches, incentives offered to Clients or other business partners in an effort to maintain our business relationships after a breach, and implementing measures to prevent future occurrences, including organizational changes, deploying additional personnel and protection technologies, training employees, and engaging third-party experts and consultants. While we maintain insurance covering certain security and privacy damages and claim expenses, we may not carry insurance or maintain coverage sufficient to compensate for all liability and in any event, insurance coverage would not address the reputational damage that could result from a security incident.

We outsource important aspects of the storage and transmission of Client and member information, and thus rely on third parties to manage functions that have material cybersecurity risks. We attempt to address these risks by requiring outsourcing subcontractors who handle Client and member information to sign business associate agreements and/or data processing agreements contractually requiring those subcontractors to adequately safeguard personal health data to the same extent that applies to us and in some cases by requiring such outsourcing subcontractors to undergo third-party security examinations. In addition, we periodically hire third-party security experts to assess and test our security posture. However, we cannot assure you that these contractual measures and other safeguards will adequately protect us from the risks associated with the storage and transmission of Client and members' proprietary and protected health information.

We publish statements to our members and potential members that describe how we handle and protect personal information. If federal or state regulatory authorities or private litigants consider any portion of these statements to be untrue, we may be subject to claims of deceptive practices, which could lead to significant liabilities and consequences, including, without limitation, costs of responding to investigations, defending against litigation, settling claims, and complying with regulatory or court orders. For example, we have been subject to litigation alleging improper disclosure and/or use of PII and PHI. We also engage in digital marketing which has come under additional scrutiny by the FTC and state regulators. If our practices are deemed to have been unlawful or deceptive or potentially a violation of FTC requirements, it could lead to significant liabilities and consequences including, without limitation, costs of responding to investigations, defending against litigation, including class action suits, settling claims, complying with regulatory or court orders, and managing public relations and Client and member concerns associated with such violations.

We also send short message service ("SMS") text messages to potential end users who are eligible to use our service through certain customers and partners. While we obtain consent from or on behalf of these individuals to send text messages, federal or state regulatory authorities or private litigants may claim that the notices and disclosures we provide, form of consents we obtain, or our SMS texting practices, are not adequate. These SMS texting campaigns are potential sources of risk for our company since they are governed by the Telephone Consumer Protection Act, which allows for private right of action and class action lawsuits and is enforced by the Federal Communications Commission. Numerous class action suits under federal and state laws have been filed against companies that conduct SMS texting programs, with many resulting in multi-million-dollar settlements for the plaintiffs. Any such future litigation against us could be costly and time-consuming to defend.

Further, there are numerous foreign laws, regulations and directives regarding privacy and the collection, storage, transmission, use, processing, disclosure, and protection of PII and other personal or customer data, the scope of which is continually evolving and subject to differing interpretations. We must comply with such laws, regulations, and directives and we may be subject to significant consequences, including penalties and fines, for our failure to comply. Failure to comply with the requirements of the GDPR and the applicable national data protection laws of the EU member states may result in fines of up to €10,000,000 or up to 2% of the total worldwide annual turnover of the preceding financial year, whichever is higher, and other administrative penalties. To comply with the data protection rules imposed by the GDPR we may be required to put in place additional mechanisms to ensure compliance. In addition, privacy laws are developing quickly in other jurisdictions where we operate, which impose similar accountability, transparency, and security obligations. These additional privacy law obligations may be onerous and adversely affect our business, financial condition, results of operations, and prospects.

In addition, recent legal developments in Europe have created complexity and compliance uncertainty regarding certain transfers of information from the EU to the U.S. If one or more of the legal bases for transferring PII from Europe to the U.S. is invalidated, or if we are unable to transfer PII between and among countries and regions in which we operate, it could affect the manner in which we provide our services or could adversely affect our financial results. Furthermore, any failure, or perceived failure, by us to comply with or make effective modifications to our policies, or to comply with any federal, state, or international privacy, data-retention or data-protection-related laws, regulations, orders, or industry self-regulatory principles could result in proceedings or actions against us by governmental entities or others, a loss of customer confidence, damage to our brand and reputation, and a loss of customers, any of which could have an adverse effect on our business.

Finally, federal, state, and foreign legislative or regulatory bodies may enact new or additional laws and regulations concerning privacy, data-retention, and data-protection issues, including laws or regulations mandating disclosure to domestic or international law enforcement bodies, which could adversely impact our business, our brand, or our reputation with customers. For example, some countries have adopted laws mandating that PII regarding customers in their country be maintained solely in their country. Having to maintain local data centers and redesign product, service, and business operations to limit PII processing to within individual countries could increase our operating costs significantly.

Changes to consumer privacy laws could adversely affect our ability to market our offerings effectively and may require us to change our business practices or expend significant amounts on compliance with such laws.

We rely on a variety of direct marketing techniques, including email marketing, online advertising and direct mailings. Any further restrictions in laws such as the CAN-SPAM Act, the Telephone Consumer Protection Act, the Do-Not-Call-Implementation Act, applicable Federal Communications Commission telemarketing rules (including the declaratory ruling affirming the blocking of unwanted robocalls), the FTC Privacy Rule, Safeguards Rule, Consumer Report Information Disposal Rule, Telemarketing Sales Rule, Canada's Anti-Spam Law and various U.S. state laws, or

new federal or state laws and regulations on marketing and solicitation or international privacy, e-privacy, and anti-spam laws that govern these activities could adversely affect the continuing effectiveness of email, online advertising and direct mailing techniques and could force further changes in our marketing strategy. In particular, these laws may require us to make disclosures regarding our privacy and information sharing practices, safeguard and protect the privacy of such information, and in some cases, provide customers the opportunity to "opt out" of the use of their information for certain purposes, any of which could limit our ability to leverage existing and future databases of information or require us to develop alternative marketing strategies, any of which could have a material adverse effect on our financial condition, results of operations, and cash flows.

We must comply with U.S. federal, state, and foreign requirements regarding notice and consent to obtain, use, share, transmit and store certain personal information. Furthermore, we may face conflicting obligations arising from the potential concurrent application of laws of multiple jurisdictions. In the event that we are not able to reconcile such obligations, we may be required to change business practices or face liability or sanction.

Our medical device operations are subject to FDA and other similar foreign regulatory requirements.

We are regulated by the FDA and other foreign regulatory agencies as a medical device manufacturer, and the medical devices that we distribute are subject to extensive regulation. As we continue to expand the sales of our medical devices internationally, we will also become subject to similar regulations by other foreign governments. Government regulations specific to medical devices are wide ranging and govern, among other things:

- product design, development, and manufacture;
- laboratory, preclinical and clinical testing, labeling, packaging, storage, and distribution;
- premarketing clearance or approval;
- record keeping;
- product marketing, promotion and advertising, sales and distribution; and
- post-marketing surveillance, including reporting of deaths, serious injuries, and product malfunctions, recalls, corrections, and removals.

Before a new medical device or a new intended use for a device in commercial distribution can be marketed in the U.S., a company must first submit and receive either 510(k) clearance pursuant to section 510(k) of the Food, Drug, and Cosmetic Act or approval of a premarket approval ("PMA") application from the FDA, unless an exemption applies. In the 510(k) clearance process, the FDA must determine that a proposed device is "substantially equivalent" to a device legally on the market, known as a "predicate" device, in order to clear the proposed device for marketing. To be substantially equivalent, the proposed device must have the same intended use as the predicate device, and either have the same technological characteristics as the predicate device or have different technological characteristics and not raise different questions of safety or effectiveness than the predicate device. Clinical data is sometimes required to support substantial equivalence. Failure to demonstrate substantial equivalence to a predicate device to the FDA's satisfaction may require the submission and approval by the FDA of a PMA application. The FDA's 510(k) clearance process usually takes approximately six months on average but may last longer. The process for obtaining a PMA approval takes from one to three years, or even longer, from the time the PMA is submitted to the FDA until an approval is obtained. Any delay or failure to obtain necessary regulatory approvals or clearances could have a material adverse effect on our business, financial condition, and results of operations. Material modifications to the intended use or technological characteristics of our devices may also require new 510(k) clearances or premarket approvals prior to implementing the modifications, or require us to recall or cease marketing the modified devices until these clearances or approvals are obtained.

Although some jurisdictions outside of the U.S. may accept FDA approval as a basis for regulatory approval, many have their own requirements in order for a device to be marketed. In order to market our products in those countries, we would need to submit the appropriate applications and meet the requirements set by those regulatory agencies. As is the case in the U.S., the failure to comply with regulatory requirements in foreign jurisdictions could subject us to possible legal or regulatory action, and any such failure or delay in obtaining necessary licenses or approvals could restrict or delay our ability to sell our devices and solutions in those jurisdictions. Depending on the circumstances, failure to meet applicable regulatory requirements can result in criminal prosecution, fines or other penalties, injunctions, recall or seizure

of products, total or partial suspension of production, denial or withdrawal of product approvals, or refusal to allow a us to enter into supply contracts, including government contracts.

In addition, we are required to timely submit various reports with the FDA, including reports if medical devices that we distribute as part of our solutions may have caused or contributed to a death or serious injury or malfunctioned in a way that would likely cause or contribute to a death or serious injury if the malfunction were to recur. If these reports are not filed in a timely manner, regulators may impose sanctions and we may be subject to product liability or regulatory enforcement actions, all of which could harm our business, financial condition, and results of operations. Any corrective actions can be costly, time-consuming, and divert resources from other portions of our business. Furthermore, the submission of these reports could be used by competitors against us, which could harm our reputation.

The definition of "device" in the Federal Food, Drug, and Cosmetic Act was amended in 2016 to exclude certain software functions. Our software offerings may include functions that fall under FDA's jurisdictional definition of a medical device, while there may be software offerings that do not require FDA clearance or approval even when utilizing data coming from an FDA regulated medical device. Our determination of the appropriate classification of our digital offerings may lead to regulatory inquiry and the expenditure of time and resources to meet FDA feedback as to the appropriate category for particular digital offerings.

The FDA and the FTC also regulate the advertising and promotion of our solutions and services to ensure that the claims we make are consistent with our regulatory clearances and approvals, that there is adequate and reasonable data to substantiate the claims and that our promotional labeling and advertising is neither false nor misleading. If the FDA or FTC determines that any of our advertising or promotional claims are misleading, not substantiated or not permissible, we may be subject to enforcement actions, including warning letters, and we may be required to revise our promotional claims and make other corrections or restitutions.

If we or our third-party suppliers fail to comply with the FDA's Quality Systems Regulation or similar foreign regulations, our ability to distribute medical devices that are provided to members as part of our solutions could be impaired.

We and certain of our third-party suppliers are required to comply with the FDA's Quality System Regulation ("QSR") and similar foreign regulations, which cover the methods and documentation of the design, testing, production, control, quality assurance, labeling, packaging, sterilization, storage, and shipping of medical devices that we distribute. The FDA and foreign regulators audit compliance with the QSR and similar foreign regulations through periodic announced and unannounced inspections of manufacturing and other facilities. The FDA or foreign regulators may impose inspections or audits at any time. If we or our suppliers have significant non-compliance issues or if any corrective action plan that we or our suppliers propose in response to observed deficiencies is not sufficient, the FDA could take enforcement action against us and our third-party suppliers. Similarly, foreign regulators could take action to suspend or withdraw any certifications or licenses required to do business in such jurisdiction. Any of the foregoing actions could have a material adverse effect on our business, financial condition, and results of operations.

Our failure to comply with the anti-corruption, trade compliance, and economic sanctions laws and regulations of the U.S. and applicable international jurisdictions could materially adversely affect our reputation, business, financial condition, and results of operations.

Our international operations increase our exposure to, and require us to devote significant management resources to implement controls and systems to comply with, the privacy and data protection laws of non-U.S. jurisdictions and the anti-bribery, anti-corruption and anti-money laundering laws of the U.S. (including the FCPA) and the United Kingdom (including the U.K. Bribery Act) and similar laws in other jurisdictions. These laws and regulations apply to companies, individual directors, officers, employees, and agents, and may restrict our operations, trade practices, investment decisions, and partnering activities. Where they apply, the FCPA and the U.K. Bribery Act prohibit us and our officers, directors, employees, and business partners acting on our behalf, including joint venture partners and agents, from corruptly offering, promising, authorizing, or providing anything of value to public officials for the purposes of influencing official decisions or obtaining or retaining business or otherwise obtaining favorable treatment. The U.K. Bribery Act also prohibits non-governmental "commercial" bribery and accepting bribes. As part of our business, we may deal with governments and state-owned business enterprises, the employees and representatives of which may be considered public officials for purposes of the FCPA and the U.K. Bribery Act. Implementing our compliance policies, internal controls, and other systems upon our expansion into new countries and geographies may require the investment of considerable management time and management, financial, and other resources over a number of years before any significant revenues or profits are

generated. Violations of these laws and regulations could result in fines, criminal sanctions against us, our officers, or employees, restrictions or outright prohibitions on the conduct of our business, and significant brand and reputational harm. We must regularly reassess the size, capability, and location of our global infrastructure and make appropriate changes and must have effective change management processes and internal controls in place to address changes in our business and operations. Our success depends, in part, on our ability to anticipate these risks and manage these difficulties, and the failure to do so could have a material adverse effect on our business, operating results, financial position, brand, reputation, and/or long-term growth.

We also are subject to the jurisdiction of various governments and regulatory agencies around the world, which may bring our personnel and agents into contact with public officials responsible for issuing or renewing permits, licenses, or approvals or for enforcing other governmental regulations. In addition, some of the international locations in which we operate lack a developed legal system and have elevated levels of corruption. Our business also must be conducted in compliance with applicable export controls and trade and economic sanctions laws and regulations, including those of the U.S. government, the governments of other countries in which we operate or conduct business and various multilateral organizations. Such laws and regulations include, without limitation, those administered and enforced by the U.S. Department of the Treasury's Office of Foreign Assets Control, the U.S. Department of State, the U.S. Department of Commerce, the United Nations Security Council and other relevant sanctions authorities. Our provision of services to persons located outside the U.S. may be subject to certain regulatory prohibitions, restrictions, or other requirements, including certain licensing or reporting requirements. Our provision of services outside of the U.S. exposes us to the risk of violating, or being accused of violating, anti-corruption, exports controls, and trade compliance and economic sanctions laws and regulations. Our failure to successfully comply with these laws and regulations may expose us to reputational harm as well as significant sanctions, including criminal fines, imprisonment, civil penalties, disgorgement of profits, injunctions, and suspension or debarment from government contracts, as well as other remedial measures. Investigations of alleged violations can be expensive and disruptive. Though we have implemented formal training and monitoring programs, we cannot assure compliance by our employees or representatives for which we may be held responsible, and any such violation could materially adversely affect our reputation, business, financial condition, and results of operations.

Our reputation and/or business could be negatively impacted by ESG matters and/or other reporting of such matters.

There is an increasing focus from regulators, certain investors, and other stakeholders concerning matters relating to environmental, social, and governance factors (“ESG”), both in the U.S. and internationally. We communicate certain ESG-related initiatives and/or commitments regarding environmental matters, diversity, and other matters on our website and elsewhere. These initiatives or commitments could be difficult or costly to achieve. We could fail to achieve, or be perceived to fail to achieve, our ESG-related initiatives or commitments. In addition, we could be criticized for the timing, scope or nature of these activities, or for any revisions to them. To the extent that our disclosures about ESG matters increase, we could be criticized for the accuracy, adequacy, or completeness of such disclosures. Our actual or perceived failure to achieve our ESG-related initiatives or commitments could negatively impact our reputation, result in ESG-focused investors not purchasing and holding our stock, or otherwise materially harm our business.

Risks Related to Litigation and Liability

Any current or future litigation or other legal or regulatory proceedings could be costly and time consuming, and any losses or liability may not be covered by insurance.

We have been and may become subject, from time to time, to legal and regulatory proceedings, including claims that arise in the ordinary course of business, such as claims brought by our Clients in connection with commercial disputes or employment claims made by our current or former associates. For example, see Note 17. “Commitments and Contingencies,” to the consolidated financial statements for additional information regarding certain proceedings that have been initiated against us. Regardless of outcome, such current or any future proceedings may result in substantial costs and may divert management’s attention and resources or decrease market acceptance of our solutions, which may substantially harm our business, financial condition, and results of operations. We attempt to limit our liability to Clients by contract; however, the limitations of liability set forth in the contracts may not be enforceable or may not otherwise protect us from liability for damages. Additionally, we may be subject to claims that are not explicitly covered by contract. Insurance may not cover claims against us, may not provide sufficient payments to cover all of the costs to resolve one or more such claims, and may not continue to be available on terms acceptable to us. In addition, the insurer might disclaim coverage as to any future claim. A successful claim not fully covered by our insurance could have a material adverse impact on our liquidity, financial condition, and results of operations. A claim brought against us that is uninsured or underinsured could result in unanticipated costs, thereby reducing our earnings and leading analysts or potential investors to reduce their

expectations of our performance, which could reduce the market price of our stock. In addition, any insurance coverage would not address the reputational damage that could result from any legal or regulatory proceedings or claims.

We may become subject to medical liability claims, which could cause us to incur significant expenses and may require us to pay significant damages if not covered by insurance.

Our business entails the risk of medical liability claims against both the THMG Association's providers and us. Although we and THMG carry insurance covering medical malpractice claims in amounts that we believe are appropriate in light of the risks attendant to our business, successful medical liability claims could result in substantial damage awards that exceed the limits of our and THMG's insurance coverage. THMG carries professional liability insurance for itself and each of its healthcare professionals (the THMG Association's providers), and we separately carry a general insurance policy, which covers medical malpractice claims. In addition, professional liability insurance is expensive and insurance premiums may increase significantly in the future, particularly as we expand our services. As a result, adequate professional liability insurance may not be available to the THMG Association's providers or to us in the future at acceptable costs or at all.

Any claims made against us that are not fully covered by insurance could be costly to defend against, result in substantial damage awards against us, and divert the attention of our management and the THMG Association's providers from our operations, which could have a material adverse effect on our business, financial condition, and results of operations. In addition, any claims may adversely affect our reputation.

Risks Related to Intellectual Property

Any failure to protect our intellectual property rights could impair our ability to protect our technology and our brands.

Our success depends in part on our ability to enforce our intellectual property and other proprietary rights. We rely upon a combination of patent, trademark, copyright, and trade secret laws, as well as license and access agreements and other contractual provisions, to protect our intellectual property and other proprietary rights. In addition, we attempt to protect our intellectual property and proprietary information by requiring our employees, consultants, and certain of our contractors to execute confidentiality and assignment of inventions agreements. These laws, procedures, and restrictions provide only limited protection and any of our intellectual property rights may be challenged, invalidated, circumvented, infringed, or misappropriated. To the extent that our intellectual property and other proprietary rights are not adequately protected, third parties may gain access to our proprietary information, develop and market solutions similar to ours, or use trademarks similar to ours, each of which could materially harm our business. Unauthorized parties may also attempt to copy or obtain and use our technology to develop applications with the same functionality as our solutions. Policing unauthorized use of our technology and intellectual property rights is difficult and may not be effective. In addition, the laws of certain foreign countries in which we operate may not protect our intellectual property rights to the same extent as do the laws of the U.S.

In order to protect our intellectual property rights, we may be required to spend significant resources to establish, monitor, and protect these rights. We may not always detect infringement of our intellectual property rights, and defending or enforcing our intellectual property rights, even if successfully detected, prosecuted, enjoined, or remedied, could result in the expenditure of significant financial and managerial resources. Litigation may be necessary to enforce our intellectual property rights, protect our proprietary rights, or determine the validity and scope of proprietary rights claimed by others. Any litigation of this nature, regardless of outcome or merit, could result in substantial costs and diversion of management and technical resources, any of which could adversely affect our business, financial condition, and results of operations. We may also incur significant costs in enforcing our trademarks against those who attempt to imitate our brand and other valuable trademarks and service marks. Furthermore, our efforts to enforce our intellectual property rights may be met with defenses, counterclaims, countersuits, and adversarial proceedings such as oppositions, inter partes review, post-grant review, re-examination, or other post-issuance proceedings, that attack the validity and enforceability of our intellectual property rights. An adverse determination of any litigation proceedings could put our patents at risk of being invalidated or interpreted narrowly and could put our related pending patent applications at risk of not issuing. The failure to secure and adequately protect our intellectual property and other proprietary rights could have a material adverse effect on our business, financial condition, and results of operations.

We could incur substantial costs as a result of any claim of infringement of another party's intellectual property rights.

In recent years, there has been significant litigation in the U.S. involving patents and other intellectual property rights. Companies in the internet and technology industries are increasingly bringing and becoming subject to suits alleging infringement of proprietary rights, particularly patent rights, and our competitors and other third parties may hold patents or have pending patent applications, which could be related to our business. These risks have been amplified by the increase in third parties whose sole primary business is to assert such claims. Regardless of the merits of any other intellectual property litigation, we may be required to expend significant management time and financial resources on the defense of such claims, and any adverse outcome of any such claim could have a material adverse effect on our business, financial condition, and results of operations. We expect that we may in the future receive notices that claim we or our Clients using our solutions have misappropriated or misused other parties' intellectual property rights, particularly as the number of competitors in our market grows and the functionality of applications amongst competitors overlaps. Our existing or any future litigation, whether or not successful, could be extremely costly to defend, divert our management's time, attention, and resources, damage our reputation and brands, and substantially harm our business.

In addition, in most instances, we have agreed to indemnify our Clients against certain third-party claims, which may include claims that our solutions infringe the intellectual property rights of such third parties. Our business could be adversely affected by any significant disputes between us and our Clients as to the applicability or scope of our indemnification obligations to them. The results of any intellectual property litigation to which we may become a party, or for which we are required to provide indemnification, may require us to do one or more of the following:

- cease offering or using technologies that incorporate the challenged intellectual property;
- make substantial payments for legal fees, settlement payments, or other costs or damages;
- obtain a license, which may not be available on reasonable terms, to sell or use the relevant technology; or
- redesign technology to avoid infringement.

If we are required to make substantial payments or undertake any of the other actions noted above as a result of any intellectual property infringement claims against us or any obligation to indemnify our Clients for such claims, such payments or costs could have a material adverse effect on our business, financial condition, and results of operations.

Risks Related to Taxation

Unanticipated changes in our effective tax rate and additional tax liabilities may impact our financial conditions or results of operations.

We are subject to income tax in the U.S. and various jurisdictions outside of the U.S. Our effective tax rate could fluctuate due to changes in the mix of earnings and losses in countries with differing statutory tax rates. Our tax expense could also be impacted by changes in non-deductible expenses, fluctuations in our stock price related to our stock-based compensation, changes in the valuation of deferred tax assets and liabilities and our ability to utilize them, the applicability of withholding taxes and effects from acquisitions.

We are open to tax examinations in multiple jurisdictions. While we regularly evaluate new information that may change our judgment resulting in recognition, derecognition, or change in measurement of a tax position taken, there can be no assurance that the final determination of any examinations will not have an adverse effect on our financial condition or results of operations.

Our tax provision could also be impacted by changes in accounting principles or changes in U.S. federal and state or international tax laws applicable to corporate multinationals. Furthermore, changes in taxing jurisdictions' administrative interpretations, decisions, policies and positions could also impact our tax provision.

We may also be subject to additional liabilities for non-income based taxes due to changes in U.S. federal, state, or international tax laws, changes in taxing jurisdictions' administrative interpretations, decisions, policies, and positions, results of tax examinations, settlements or judicial decisions, changes in accounting principles, changes to our business operations, including acquisitions, as well as the evaluation of new information that results in a change to a tax position taken in a prior period.

As we continue to expand internationally, our customers are subject to potential additional indirect tax costs and uncertainties. The tax rules for non-U.S. jurisdiction for imposing taxes like a Value Added Tax ("VAT") or Goods and Services Tax ("GST") on virtual services offered by us are often ambiguous and are frequently inconsistent in each taxing jurisdiction. These laws, rules and regulations also are consistently evolving. The imposition of any additional such taxes or an adverse change in the application of such tax rules could have a material adverse effect on our business, financial condition, and results of operations.

If the THMG Association's providers or experts are characterized as employees, we would be subject to employment and withholding liabilities.

We structure our relationships with many of the THMG Association's providers and experts in a manner that we believe results in an independent contractor relationship, not an employee relationship. An independent contractor is generally distinguished from an employee by his or her degree of autonomy and independence in providing services. A high degree of autonomy and independence is generally indicative of a contractor relationship, while a high degree of control is generally indicative of an employment relationship. Although we believe that these providers and experts are properly characterized as independent contractors, tax or other regulatory authorities may in the future challenge our characterization of these relationships. If such regulatory authorities or state, federal, or foreign courts were to determine that these providers or experts are employees, and not independent contractors, we would be required to withhold income taxes, to withhold and pay social security, Medicare, and similar taxes and to pay unemployment and other related payroll taxes. We would also be liable for unpaid past taxes and subject to penalties. As a result, any determination that these providers or experts are our employees could have a material adverse effect on our business, financial condition, and results of operations.

Risks Related to Strategic Initiatives

We may acquire other companies or technologies, which could divert our management's attention, result in dilution to our stockholders, and otherwise disrupt our operations and we may have difficulty integrating any such acquisitions successfully or realizing the anticipated synergies or other benefits therefrom, any of which could have a material adverse effect on our business, financial condition and results of operations.

We have in the past and may in the future seek to acquire or invest in businesses, applications, and services or technologies that we believe could complement or expand our solutions, enhance our technical capabilities, or otherwise offer growth opportunities. For example, in January 2025 we entered into an agreement to acquire Catapult Health. The pursuit of potential acquisitions may divert the attention of management and cause us to incur various expenses in identifying, investigating, and pursuing suitable acquisitions, whether or not they are consummated. The acquisition of Catapult Health is subject to customary closing conditions, which could prevent or delay us from consummating the acquisition. Any delay in completing the acquisition could cause us not to realize, or to be delayed in realizing, some or all of the benefits that we expect to achieve if the acquisition is successfully completed within its expected time frame.

In addition, if we acquire additional businesses, including Catapult Health, we may not be able to integrate the acquired personnel, operations, and technologies successfully, or the integration process may take longer than expected or become more costly than expected. Similarly, we may not be able to effectively manage the combined business following the acquisition. We also may not achieve the anticipated cost savings, synergies or other benefits from the acquired business due to a number of factors, including, but not limited to:

- inability to integrate or benefit from acquired technologies or services in a profitable manner;
- unanticipated costs or liabilities associated with the acquisition;
- difficulty integrating the accounting and operational systems, operations, and personnel of the acquired business;
- difficulties and additional expenses associated with supporting legacy products and hosting infrastructure of the acquired business;
- difficulty converting the Clients of the acquired business onto our platform and contract terms, including disparities in the revenue, licensing, support, or professional services model of the acquired company;
- diversion of management's attention from other business concerns;

- adverse effects to our existing business relationships with business partners and Clients as a result of the acquisition;
- the potential loss of key employees;
- use of resources that are needed in other parts of our business; and
- use of substantial portions of our available cash to consummate the acquisition.

In addition, a significant portion of the purchase price of companies we acquire may be allocated to acquired goodwill and other intangible assets, which can result in the risk of impairment over time. For example, see Note 6. "Goodwill," to the consolidated financial statements for information regarding goodwill impairment charges.

Acquisitions could also result in dilutive issuances of equity securities or the incurrence of debt, which could adversely affect our results of operations. In addition, if an acquired business fails to meet our expectations, our business, financial condition, and results of operations may suffer.

Risks Related to Ownership of Our Common Stock

Provisions in our amended and restated certificate of incorporation and amended and restated bylaws and under Delaware law could make an acquisition of our company, which may be beneficial to our stockholders, more difficult and may prevent attempts by our stockholders to replace or remove our current management.

Provisions in our amended and restated certificate of incorporation and our amended and restated bylaws may discourage, delay or prevent a merger, acquisition, or other change in control of our company that stockholders may consider favorable, including transactions in which you might otherwise receive a premium for your shares. These provisions could also limit the price that investors might be willing to pay in the future for shares of our common stock, thereby depressing the market price of our common stock. In addition, because our board of directors (the "Board") is responsible for appointing the members of our management team, these provisions may frustrate or prevent any attempts by our stockholders to replace or remove our current management by making it more difficult for stockholders to replace members of our Board. Among other things, these provisions include those establishing:

- no cumulative voting in the election of directors, which limits the ability of minority stockholders to elect director candidates;
- the exclusive right of our Board to elect a director to fill a vacancy created by the expansion of our Board or the resignation, death, or removal of a director, which prevents stockholders from filling vacancies on our Board;
- the ability of our Board to authorize the issuance of shares of preferred stock and to determine the terms of those shares, including preferences and voting rights, without stockholder approval, which could be used to significantly dilute the ownership of a hostile acquirer;
- the ability of our Board to alter our amended and restated bylaws without obtaining stockholder approval;
- a prohibition on stockholder action by written consent, which forces stockholder action to be taken at an annual or special meeting of our stockholders; and
- advance notice procedures that stockholders must comply with in order to nominate candidates to our Board or to propose matters to be acted upon at a stockholders' meeting, which may discourage or deter a potential acquirer from conducting a solicitation of proxies to elect the acquirer's own slate of directors or otherwise attempting to obtain control of us.

Moreover, because we are incorporated in Delaware, we are governed by the provisions of Section 203 of the General Corporation Law of the State of Delaware (the "DGCL"), which prohibits a person who owns in excess of 15% of our outstanding voting stock from merging or combining with us for a period of three years after the date of the transaction in which the person acquired in excess of 15% of our outstanding voting stock, unless the merger or combination is approved in a prescribed manner.

Our amended and restated certificate of incorporation provides that the Court of Chancery of the State of Delaware will be the exclusive forum for substantially all disputes between us and our stockholders, which could limit our stockholders' ability to obtain a favorable judicial forum for disputes with us or our directors, officers, or employees.

Our amended and restated certificate of incorporation provides that the Court of Chancery of the State of Delaware is the exclusive forum for (1) any derivative action or proceeding brought on our behalf, (2) any action asserting a claim of breach of a fiduciary duty or other wrongdoing by any of our directors, officers, employees, or agents to us or our stockholders, (3) any action asserting a claim arising pursuant to any provision of the DGCL or our amended and restated certificate of incorporation or amended and restated bylaws, (4) any action to interpret, apply, enforce, or determine the validity of our amended and restated certificate of incorporation or amended and restated bylaws, or (5) any action asserting a claim governed by the internal affairs doctrine. This choice of forum provision may limit a stockholder's ability to bring a claim in a judicial forum that it finds favorable for disputes with us or our directors, officers, or other employees, which may discourage such lawsuits against us and our directors, officers and other employees. Alternatively, if a court were to find the choice of forum provision contained in our amended and restated certificate of incorporation to be inapplicable or unenforceable in an action, we may incur additional costs associated with resolving such action in other jurisdictions, which could have a material adverse effect our business, financial condition, or results of operations.

Because we do not anticipate paying any cash dividends on our capital stock in the foreseeable future, capital appreciation will be your sole source of gain, if any.

We have never declared or paid cash dividends on our capital stock. We currently intend to retain all of our future earnings, if any, to finance the growth and development of our business. Any future debt agreements may also preclude us from paying dividends. As a result, capital appreciation, if any, of our common stock will be your sole source of gain for the foreseeable future. In addition, the trading price of our common stock has been, and could continue to be, subject to wide fluctuations. The price at which our stock trades depends on a number of factors, many of which are beyond our control. We cannot make any predictions or projections as to what the prevailing market price for our common stock will be at any time, including whether you will achieve any capital appreciation.

We have been, and in the future could be, subject to securities class action litigation, shareholder derivative complaints and related matters.

In the past, securities class action litigation has often been brought against a company following a decline in the market price of its securities. We have been, and may in the future become, subject to such securities class action litigation, shareholder derivative complaints and related matters, and any such proceedings could result in substantial costs and a diversion of management's attention and resources, which could have a material adverse effect on our business, financial condition, and results of operations.

If securities or industry analysts do not publish research or reports about our business, if they adversely change their recommendations regarding our shares, or if our results of operations do not meet their expectations, the share price and trading volume of our common stock could decline.

The trading market for our common stock will be influenced by the research and reports that industry or securities analysts publish about us or our business. We do not have any control over these analysts. If one or more of these analysts cease coverage of our company or fail to publish reports on us regularly, we could lose visibility in the financial markets, which in turn could cause the share price or trading volume of our common stock to decline. Moreover, if one or more of the analysts who cover us express views regarding us that may be perceived as negative or less favorable than previous views, downgrade our stock, or if our results of operations do not meet their expectations, the share price of our common stock could decline.

Item 1B. Unresolved Staff Comments

None.

Item 1C. Cybersecurity

Risk Management and Strategy

We recognize the increasing significance that cybersecurity has to our operations and the success of our business, as well as the need to continually assess cybersecurity risk and evolve our response in the face of a rapidly and ever-changing environment. We process and maintain sensitive data on our Clients and members, including in the form of PHI and PII. In addition, we maintain intellectual property for our solutions and personal information of our employees. Because of the data we manage, we are subject to various cybersecurity threats that, if they materialized, could adversely affect our business, employees, Clients, and members through impacts to the confidentiality, integrity, and/or availability of our systems. We maintain a cybersecurity program and controls as part of our enterprise risk management program in an effort to reduce the risk of exposure of our information and systems.

To assess, identify, and manage the risks of cybersecurity threats to our information system, we maintain a cybersecurity program, including policies and controls, which are regularly reviewed through internal and external assessments. We leverage several industry frameworks for adopting and assessing controls, such as HIPAA, the National Institute of Standards and Technology Cybersecurity Framework, and HITRUST. We have an active HITRUST certification and Service Organization Control ("SOC") 2 Type II security compliance that are issued by external entities.

We have controls in place intended to assess our cybersecurity posture and prevent successful access to our critical systems, including, but not limited to: vulnerability scanning on systems and applications; endpoint detection capabilities to identify malware and other indicators of threat activity; multifactor authentication; and blocking of malicious e-mail. In addition, we also provide annual cybersecurity awareness training for our employees. Further, we engage with an external security firm to perform regular penetration testing. We subject our critical third-party service providers to risk assessment prior to engagement, and periodically thereafter, to identify material risks. Additionally, we have a process to engage with these third parties to understand potential impacts of, and remediation efforts associated with, critical vulnerabilities.

To stay abreast of the evolving threat landscape, we actively engage with key vendors, industry information sharing, and intelligence and law enforcement communities. These engagements serve as inputs into understanding techniques and tactics being used by threat actors and in expanding the countermeasures we use to protect Teladoc Health.

In the event of a potential cybersecurity incident, or a series of related cybersecurity incidents, we have a documented security incident response plan that provides a consistent approach to identifying and classifying the incident as well as a defined escalation process to management to assess the materiality.

Despite the efforts outlined above, we cannot ensure that we will not be subject to any cybersecurity incidents or threats. See “Risk Factors Risks Related to Information Technology” for additional information. To date, management has not determined that any cybersecurity incidents the Company has experienced would have resulted in, or are reasonably likely to result in, a material impact to its financial condition, results of operations, or business strategy.

Governance

Cybersecurity risk oversight continues to remain a top priority for our Board. The audit committee of our Board maintains primary responsibility related to overseeing our cybersecurity risk as part of its program of regular risk management oversight. This includes, but is not limited to, the overall maturity and strategy of our cybersecurity program.

We have a rigorous and comprehensive cybersecurity program managed by a dedicated team of subject matter experts and is led by our Chief Information Security Officer (“CISO”), who has extensive cybersecurity experience. We have implemented telehealth industry standard processes, policies, and tools, including regularly scheduled vulnerability scanning and third-party penetration testing to reduce the risk of vulnerabilities in our system.

Our CISO regularly engages with other members of our executive management team to discuss cyber risk, including the Chief Technology Officer, the Chief Information Officer, and Chief Compliance Officer, among others, as well as the audit committee of our Board. Our executive management team has the appropriate expertise, background, and depth of experience to manage risk arising from cybersecurity threats. Executive management has also participated in cybersecurity tabletop exercises to test our cyber response playbooks.

Item 2. Properties

We believe that our company's offices and other facilities are, in general, in good operating condition and adequate for our current operations.

We lease office space in Purchase, New York for our corporate headquarters and certain of our operations under a lease for which the term expires in August 2028. We lease additional office space in the U.S. and other foreign locations. We have reduced our footprint over the past year reflecting post-pandemic remote work changes. We intend to relocate our corporate headquarters to New York City in the second half of 2025. We believe that our facilities are adequate to meet our needs for the immediate future, and that, should it be needed, suitable additional space will be available to accommodate any such expansion of our operations.

Item 3. Legal Proceedings

We are subject to legal proceedings, claims and litigation arising in the ordinary course of our business. Descriptions of certain legal proceedings to which we are a party are contained in the Legal Matters section of Note 17. "Commitments and Contingencies," to the consolidated financial statements included in Part II, of this Annual Report on Form 10-K and are incorporated by reference herein.

Item 4. Mine Safety Disclosures

Not applicable.

PART II

Item 5. Market for Registrant's Common Equity, Related Stockholder Matters, and Issuer Purchases of Equity Securities

Market Information

Our Common Stock trades on the New York Stock Exchange ("NYSE") under the symbol "TDOC".

Holders

On February 18, 2025, there were 84 shareholders of record of our Common Stock. Because many of our shares of Common Stock are held by brokers and other institutions on behalf of stockholders, we are unable to estimate the total number of stockholders represented by these record holders.

Dividends

We have never declared or paid any cash dividends on our Common Stock, and we do not anticipate paying cash dividends in the foreseeable future.

Unregistered Sales of Equity Securities and Use of Proceeds

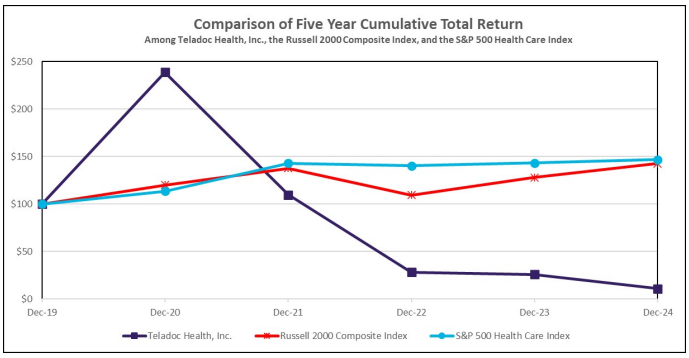
There were no unregistered sales of equity securities which have not been previously disclosed in a quarterly report on Form 10-Q or a current report on Form 8-K during the period covered by this report.

Purchase of Equity Securities

We did not purchase any of our registered equity securities during the period covered by this report.

Five-Year Stock Performance Graph

The following graph compares the cumulative total stockholder return on our common stock with the comparable cumulative total return of the Russell 2000 Composite Index and the S&P 500 Health Care Index for each of the five fiscal years ended December 31, 2024, assuming an investment of $100 at the beginning of such period and the reinvestment of any dividends in Teladoc Health Common Stock and in each index. The indexes are included for comparative purposes only. The stock price performance on the following graph is not necessarily indicative of future stock price performance. This graph is not "soliciting material," is not to be deemed filed with the SEC and is not to be incorporated by reference in any of our filings under the Securities Act of 1933, as amended (the "Securities Act") or the Exchange Act, whether made before or after the date hereof and irrespective of any general incorporation language in any such filing.



Item 6. [Reserved]

Not applicable.

Item 7. Management's Discussion and Analysis of Financial Condition and Results of Operations

Discussion and analysis of our fiscal year 2022, as well as the year-over-year comparison of our 2023 financial performance to 2022, have been omitted from this section and may be found under the heading "Management's Discussion and Analysis of Financial Condition and Results of Operations" in our Annual Report on Form 10-K for the fiscal year ended December 31, 2023 that was filed with the SEC on February 23, 2024.

Overview

Teladoc, Inc. was incorporated in the State of Texas in June 2002 and changed its state of incorporation to the State of Delaware in October 2008. Effective August 10, 2018, Teladoc, Inc. changed its corporate name to Teladoc Health, Inc. Unless the context otherwise requires, Teladoc Health, Inc., together with its subsidiaries, is referred to herein as "Teladoc Health," the "Company," or "we." The Company's principal executive office is located in Purchase, New York. Teladoc Health is the global leader in virtual care focused on forging a new healthcare experience with better convenience, outcomes, and value around the world.

We were founded on a simple, yet revolutionary idea: that everyone should have access to the best healthcare, anywhere in the world on their terms. Today, we have a vision of making virtual care the first step on any healthcare journey, and we are delivering on this mission by providing virtual care that includes primary care, mental health, chronic condition management, and more.

We believe that favorable existing secular trends in the healthcare industry were accelerated by the impacts of the COVID-19 pandemic, driving greater consumer awareness and use of virtual care and increased adoption by employers, health plans, hospitals and health systems, healthcare providers, and individuals. In combination with the expansion of our capabilities, we believe that these trends continue to present significant opportunities for virtual healthcare to address the most pressing, universal healthcare challenges through trusted solutions, such as ours, that deliver convenient, affordable, and high-quality care; empower individuals to manage and improve their health; and enable providers to offer their best care for their patients.

Key Factors Affecting Our Performance

We believe that our future performance will depend on many factors, including the following:

As it relates to the Integrated Care segment:

Number of U.S. Integrated Care Members. U.S. Integrated Care members represent the number of unique individuals who have paid access and visit fee only access to our suite of integrated care services in the U.S. at the end of the applicable period. Our revenue growth rate and long-term profitability are affected by our ability to increase cross selling capability among our existing members over time because we derive a substantial portion of our revenue from access and other fees via Client contracts that provide members access to the THMG Association professional provider network in exchange for a contractual based periodic fee. Therefore, we believe that our ability to add new members and retain existing members and to increase utilization and penetration further into existing and new health plan and employer Clients is a key indicator of our increasing market adoption, the growth of our business, and our future revenue potential. We further believe that increasing our membership is an integral objective that will provide us with the ability to continually innovate our services and support initiatives that will enhance members' experiences. However, certain health plans that have historically promoted our services to our employer Clients have developed, and may in the future continue to develop, solutions that replicate our services or offer competitive services at discounted prices to our current or prospective Clients, which could result in a loss of members. For further information, see "Risk Factors—Risks Related to Our Business and Industry—We operate in a competitive industry, and if we are not able to compete effectively, our business, financial condition, and results of operations will be harmed," and "—A significant portion of our revenue comes from a limited number of Clients, the loss of which could have a material adverse effect on our business, financial condition and results of operations" included elsewhere in this Annual Report on Form 10-K. U.S. Integrated Care members increased by 4.2 million, or 5%, to 93.8 million at December 31, 2024, compared to the same period in 2023.

Chronic Care Program Enrollment. Chronic care program enrollment represents the total number of enrollees across our suite of chronic care programs at the end of a given period. Our chronic care program enrollments are one of the key components of our virtual care platform that we believe positions us to drive greater engagement with our platforms

and increased revenue. Chronic care program enrollment increased by 4% to 1.20 million at December 31, 2024, compared to 1.16 million at December 31, 2023.

Average Monthly Revenue Per U.S. Integrated Care Member. Average monthly revenue per U.S. Integrated Care member measures the average monthly amount of global revenue that we generate from a U.S. Integrated Care member for a particular period. It is calculated by dividing the total revenue generated from the Integrated Care segment by the average number of U.S. Integrated Care members during the applicable period. Approximately 20% of total Integrated Care revenues relates to international and hospital and health systems for which membership is not considered as a management metric. We believe that our ability to increase the revenue generated from each member over time is also a key indicator of our increasing market adoption, the growth of our business, and future revenue potential. Average monthly revenue per U.S. Integrated Care member decreased to $1.37 in the year ended December 31, 2024, from $1.41 in the same period in 2023, primarily due to the impact of new members onboarded over the course of the year. The change in average monthly revenue versus the indicated prior period is reflective of the growth and timing of onboarding new members and the mix of their fees.

As it relates to the BetterHelp segment:

BetterHelp Paying Users. BetterHelp paying users represent the average number of global monthly paying users of our BetterHelp therapy services during the applicable period. We believe that our ability to add new paying users and retain existing users is a key indicator of the market adoption of BetterHelp, the growth of this segment, and future revenue potential. Effectively reaching potential paying users through various advertising channels remains critical to our success. BetterHelp paying users decreased by 11% to 0.41 million for the year ended December 31, 2024, compared to 0.46 million for the year ended December 31, 2023.

As it relates to the Company:

Seasonality. Our business has historically been subject to seasonality. In our Integrated Care segment, a concentration of our new Client contracts have an effective date of January 1 as a result of many Clients' introduction of new services at the start of each calendar year. Therefore, while membership increases, utilization and enrollment rates are dampened until service delivery ramps up over the course of the year. In addition, as a result of seasonal cold and flu trends, we historically have experienced our highest level of visit and other fee revenue during the first and fourth quarters of each year.

Due to the higher cost of customer acquisition during the end-of-year holiday season, our BetterHelp segment has historically reduced marketing activity during the fourth quarter. As a result of this dynamic, we have typically experienced fewer new member additions and strong operating income performance in the fourth quarter. Conversely, as marketing activity typically resumes at the start of the year, we typically experience weak operating income performance during the first quarter as new customer acquisition and revenue growth lags marketing spend.

See "Risk Factors—Risks Related to Our Business and Industry—Our quarterly results may fluctuate significantly, which could adversely impact the value of our common stock." included elsewhere in this Annual Report on Form 10-K.

Critical Accounting Estimates and Policies

Revenue

We follow the revenue accounting requirements of Accounting Standards Codification ("ASC") Topic 606, which establishes a principle for recognizing revenue upon the transfer of promised goods or services to customers, in an amount that reflects the expected consideration received in exchange for those goods or services. The core principle of ASC Topic 606 is to recognize revenue to depict the transfer of promised goods or services to Clients as well as individual members, in an amount that reflects the consideration the entity expects to be entitled in exchange for those goods or services. This principle is achieved through applying the following five-step approach:

- Identification of the contract, or contracts, with a Client.
- Identification of the performance obligations in the contract.

- Determination of the transaction price.
- Allocation of the transaction price to the performance obligations in the contract.
- Recognition of revenue when, or as, we satisfy a performance obligation.

Integrated Care Segment

As it relates to the Integrated Care segment, we primarily generate virtual healthcare service revenue from contracts with Clients who purchase access to the THMG Association professional provider network or medical experts for their employees, dependents and other beneficiaries. Our Client contracts include a PMPM access fee as well as certain contracts that also include additional revenue on a per-virtual healthcare visit basis for general medical, or other specialty visits or expert medical service on a per case basis. We also have certain contracts that generate revenue based solely on a per healthcare visit basis for general medical and other specialty visits.

We record access fees from Clients accessing the THMG Association professional provider network or hosted virtual healthcare platform or chronic care management platforms, visit fee revenue for general medical, expert medical service and other specialty visits as well as other revenue primarily associated with virtual healthcare device equipment included with our hosted virtual healthcare platform. Visit and other revenues are reported as "Other" revenue in our consolidated financial statements.

Revenue is also generated from contracts with Clients in hospital and health systems for the sale and rental of equipment consisting of virtual healthcare devices which allow physicians to access our hosted virtual healthcare platform. These contracts also include multiple performance obligations, and we determine the standalone selling prices based on overall pricing objectives. In some arrangements, our devices are rented to certain qualified Clients that qualify as either sales-type lease or operating lease arrangements and are subject to lease accounting guidance.

Revenue is also generated from contracts with Clients for our chronic care management solutions. Substantially all of this revenue is derived from monthly access fees that are recognized as services are rendered and earned under subscription agreements with Clients that are based on a PPPM model, using the number of active enrolled members each month for the minimum enrollment period. These solutions integrate devices, supplies, access to our web-based platform, mobile application, and clinical and data services to provide an overall health management solution. The promises to transfer these goods and services are not separately identifiable and are considered a single continuous service comprised of a series of distinct services that are substantially the same and have the same pattern of transfer (i.e., distinct days of service). These services are consumed as they are received, and we recognize revenue each month using the variable consideration allocation exception since the nature of the obligations and the variability of the payment being based on the number of active members are aligned.

Our Client agreements generally have a term of one to three years for the Integrated Care segment. The majority of Clients have a term of one year and renew their contracts following their first year of services. Revenues are recognized when we satisfy our performance obligation to stand ready to provide virtual healthcare services which occurs when our Clients and members have access to and obtain control of the virtual healthcare service or platform.

For contracts where revenue is generated on a per healthcare visit basis, revenues are recognized when the visits are completed as we have delivered on our stand ready obligation to provide access. For other revenue, which primarily includes virtual healthcare devices, our performance obligation is satisfied when the equipment is provided to the Client and revenue is recognized at a point in time upon shipment.

We generally bill for virtual healthcare services on a monthly basis, in advance or in arrears depending on the service, with payment terms generally being 30 days. There are not significant differences between the timing of revenue recognition and billing. Consequently, we have determined that Client contracts do not include a financing component. Revenue is recognized in an amount that reflects the consideration that is expected in exchange for the service and for certain contracts include a variable transaction price as the number of members may vary from period to period. We estimate this amount based on historical experience.

Our contracts do not generally contain refund provisions for fees earned related to services performed.

Additionally, certain of our contracts include Client performance guarantees and pricing adjustments that are based upon minimum member utilization and guarantees by us for specific service level performance, member satisfaction

scores, cost savings or other value achievements or guarantees, and health outcome guarantees. Performance guarantees are estimated at each reporting period based on our historical performance or other available information of the underlying criteria or the customer's specific performance as of that reporting date. Any estimated adjustments to the contract price for achieving or not achieving the performance guarantee are recognized as an adjustment to revenue in the period. For the years ended December 31, 2024 and 2023, revenue recognized from performance obligations related to prior periods for changes in estimated transaction price or Client performance guarantees was $5.9 million and $14.7 million, respectively.

We have elected the optional exemption to not disclose the remaining performance obligations of our contracts since the majority of our contracts have a duration of one year or less and the variable consideration expected to be received over the duration of the contract is allocated entirely to the wholly unsatisfied performance obligations.

For additional revenue, deferred revenue, deferred costs, and disclosures, refer to Note 3. "Revenue, Deferred Revenue, and Deferred Device and Contract Costs."

BetterHelp Segment

As it relates to the BetterHelp segment, users can purchase virtual therapy services for an access fee, generally on a monthly or weekly basis. For other wellness services, users can purchase access to their consumer application for a subscription fee, generally for a period of one year. BetterHelp also provides virtual therapy services to employers as part of employee assistance programs, with revenues recorded based on completion of visit.

The BetterHelp service provides for member refunds. We estimate the expected amount of refunds to be issued based on historical experience, which are recorded as a reduction of revenue. We issued refunds of approximately $84.0 million and $93.0 million for the years ended December 31, 2024 and 2023, respectively.

Goodwill

Goodwill represents the excess of the total purchase consideration over the fair value of the identifiable assets acquired and liabilities assumed in a business combination. Goodwill is not amortized but is tested for impairment at the reporting unit level annually on October 1 or more frequently if events or changes in circumstances indicate that it is more likely than not to be impaired. These events include: (i) severe adverse industry or economic trends; (ii) significant company-specific actions, including exiting an activity in conjunction with restructuring of operations; (iii) current, historical or projected deterioration of our financial performance; or (iv) a sustained decrease in our market capitalization, as indicated by our publicly quoted share price. The Company has two reporting units, which are the same as its reportable segments: Teladoc Health Integrated Care and BetterHelp.

As of December 31, 2024, our balance of goodwill was $283.2 million, which all related to the BetterHelp segment.

For the year ended December 31, 2024, a $790.0 million non-deductible goodwill impairment charge was recognized following goodwill impairment testing performed at June 30, 2024 resulting from sustained decreases in our quoted share price and market capitalization as well as changes in the operating results of the BetterHelp reporting unit. Refer to Note 6. "Goodwill," to our consolidated financial statements for further information.

At October 1, 2024, we performed our annual test of goodwill impairment using a quantitative analysis. We determined that the BetterHelp reporting unit's fair value exceeded its carrying value by a significant margin, while the Integrated Care reporting unit's fair value was less than its carrying value. Since the BetterHelp reporting unit's fair value exceeded its carrying value and the Integrated Care reporting unit carries no goodwill at October 1, 2024, no impairment was recorded.

On January 31, 2025, we signed a definitive agreement to acquire Catapult Health, LLC ("Catapult Health") that we expect to close during the three months ending March 31, 2025. Following the closing of the acquisition, Catapult Health will be included in the Integrated Care segment. Concurrent with the closing of the acquisition of Catapult Health, some or all of the goodwill associated with the acquisition may be immediately impaired, depending on the Integrated Care reporting unit's then-current fair value. For additional information on the acquisition of Catapult Health, see Note 19. "Subsequent Events" to the consolidated financial statements.

Other Intangible Assets

Other intangible assets include customer relationships, non-compete agreements, acquired technology, and trademarks resulting from business acquisitions, as well as capitalized software development costs. As of December 31, 2024, the aggregate balance of these assets was $1,431.4 million. We amortize these definite-lived intangible assets over their estimated useful lives as disclosed in Note 8. “Intangible Assets, Net and Certain Cloud Computing Costs” to the consolidated financial statements. We also review the useful lives on a quarterly basis to determine if the period of economic benefit has changed. Potential changes in useful lives, whether due to strategic decisions involving our brands, competitive forces, or other factors could result in additional amortization expense taking effect prospectively in the period of the change and could have a material impact on our consolidated financial statements.

Customer relationships are amortized over a period of two to 20 years in relation to expected future cash flows. The useful lives of the customer relationships are subject to risks and uncertainties including future attrition rates. These considerations include, but are not limited to, the emergence of new competitor offerings, relative competitor pricing and scale, our ability to successfully integrate and manage the acquired customers, our level of success in delivering future innovation, and overall changes in economic and regulatory conditions. Significant changes in any one or a combination of considerations could lead us to update our weighted average attrition rate, which, in turn would impact the assigned useful life and the level of amortization expense recorded for our customer relationship intangibles. For example, a sustained increase in the customer attrition rate related to customers added as a result of the Livongo acquisition could prompt us to reduce our estimate of the remaining useful life of the customer relationships. Should this occur, a one-year reduction to the estimated life would result in an annual increase in amortization expense of approximately $6.0 million. Acquired technology is amortized over four to seven years using the straight-line method. Capitalized software development costs are amortized over three to five years using the straight-line method.

During the second half of 2023, we initiated a strategy to transition the majority of our chronic condition management Clients and members to the Teladoc Health brand on a phased basis, with a smaller subset continuing to be served under the Livongo trade name beyond 2024. In connection with the brand strategy,we accelerated the amortization of intangible assets that are associated with the Livongo trademark, increasing amortization of intangible assets expense beginning in the second half of 2023 and continuing through the year ended December 31, 2024, with corresponding reductions thereafter.

Definite-lived intangible assets are re-evaluated whenever events or changes in circumstances indicate that their estimated useful lives may require revision and/or the carrying value of the related asset group may not be recoverable by its projected undiscounted cash flows. If the carrying value of the asset group is determined to be unrecoverable, an impairment charge would be recognized in an amount equal to the amount by which the carrying value of the asset group exceeds its fair value.

Provision for Income Taxes

Our provision for income taxes, deferred tax assets and liabilities, and liabilities for unrecognized tax benefits reflect management's best assessment of estimated current and future taxes to be paid. The objectives for accounting for income taxes, as prescribed by the relevant accounting guidance, are to recognize the amount of taxes payable or refundable for the current year and deferred tax assets and liabilities for future tax consequences of events that have been recognized in the financial statements. Deferred income taxes reflect the tax effect of temporary differences between asset and liability amounts that are recognized for financial reporting purposes and the amounts that are recognized for income tax purposes. These deferred taxes are measured by applying currently enacted tax laws. Deferred tax assets and liabilities are measured using enacted tax rates expected to apply to taxable income in the years in which those temporary differences are expected to be recovered or settled. The effect on deferred tax assets and liabilities of a change in tax rates is recognized in income in the period that includes the enactment date.

We recognize the tax benefit from an uncertain tax position only if it is more likely than not that the tax position will be sustained on examination by taxing authorities, including resolution of any related appeals or litigation processes, based on the technical merits of the position. The assumptions about future tax consequences require significant judgment and variations in the actual outcome of these consequences could materially impact our results of operations. We recognize tax liabilities based on estimates of whether additional taxes and interest will be due. We adjust these liabilities when our judgment changes as a result of the evaluation of new information not previously available. Because of the complexity of some of these uncertainties, the ultimate resolution may result in a payment that is materially different from our current estimate of the tax liabilities. Interest and penalties, if any, related to accrued liabilities for potential tax assessments are included in income tax expense.

Valuation allowances are recorded to reduce deferred tax assets when it is more likely than not that a tax benefit will not be realized. Determination of valuation allowances recorded against deferred tax assets requires significant judgment and use of assumptions, including past operating results, estimates of future taxable income and the feasibility of tax planning strategies. To the extent that new information becomes available which causes us to change our judgment regarding the adequacy of existing valuation allowances, such changes to tax liabilities will impact income tax expense in the period in which such determination is made.

Components of Results of Operations

Cost of Revenue (exclusive of depreciation and amortization, which are shown separately)

Cost of revenue (exclusive of depreciation and amortization, which are shown separately), or "Cost of revenue," primarily consists of fees paid to the physicians and other health professionals in the THMG Association provider network; product cost; costs incurred in connection with the THMG Association provider network operations and data center activities, which include employee-related expenses (including salaries and benefits, incentive compensation, and stock-based compensation); costs related to Client support; and provider network, medical records, magnetic resonance imaging, medical lab tests, translation, postage, medical malpractice insurance, and deferred device costs. Cost of revenue includes costs of technology enabling multiple modes of real-time communication, including via web browser, mobile application, voice / telephony, and text. These expenses increase or decrease as the level of revenue changes. Cost of revenue is driven primarily by the number of general medical visits, expert medical services, and other specialty visits completed in each period and are closely correlated or directly related to delivery of our solutions and monthly access fees. Many of the elements of the cost of revenue are relatively variable, and can be reduced in the near-term to offset any decline in our revenue. Our business and operational models are designed to be highly scalable and leverage variable costs to support revenue-generating activities. Cost of revenue does not include an allocation of depreciation and amortization.

Advertising and Marketing Expenses

Advertising and marketing expenses consist primarily of costs of digital and media advertisements, personnel, and related expenses (including salaries and benefits, incentive compensation, and stock-based compensation) for our marketing staff and communications materials that are produced for member acquisition and to generate greater awareness and utilization among our Clients and members. Marketing costs also include third-party independent research, trade shows and brand messages, public relations costs, and stock-based compensation for our advertising and marketing employees. Our advertising and marketing expenses exclude certain allocations of occupancy expense as well as depreciation and amortization.

Our advertising and marketing expenses will fluctuate as a percentage of our total revenue from period to period due to the seasonality of our total revenue and the timing and extent of our advertising campaigns and marketing expenses. We will continue to invest in advertising and marketing by promoting our brands through a variety of marketing and public relations activities.

Sales Expenses

Sales expenses consist primarily of employee-related expenses, including salaries, benefits, commissions, incentive-based awards, and stock-based compensation, employment taxes, travel costs for our employees engaged in sales, account management, and sales support in addition to commissions paid to external brokers. Our sales expenses exclude certain allocations of occupancy expense as well as depreciation and amortization.

Technology and Development Expenses

Technology and development expenses include the costs of operating our on-demand technology infrastructure that are not directly related to changes in revenue or volume of visits, including certain licensed applications, information technology infrastructure, security, and compliance. The technology and development line item also contains amounts charged to expense for research and development, which include costs of new product development, costs to add new features or improve reliability or scalability of existing applications, and other software development and engineering costs to the extent that they are not capitalized. The research and development expenses may enable future revenue growth but are not directly related to current revenues.

Technology and development expenses include personnel and related expenses (including salaries and benefits, incentive compensation, and stock-based compensation) for software engineering, information technology infrastructure, security and compliance, product development, and support for our efforts to add new features and ensure the reliability or scalability of our existing solutions. Technology and development expenses also include outsourced software engineering services, the costs of operating our on-demand technology infrastructure (whereas costs directly associated with revenue are presented separately in cost of revenues), and certain licensed applications. Our technology and development expenses exclude capitalized software development costs and depreciation and amortization.

Our technology and development expenses may fluctuate as a percentage of our total revenue from period to period due to the seasonality of our total revenue and the timing and extent of our technology and development expenses, including the ability to capitalize software development costs.

General and Administrative Expenses

General and administrative expenses include personnel and related expenses (including salaries and benefits, incentive compensation, and stock-based compensation) of, and professional fees incurred by our finance, legal and compliance, operations, human resources, clinical, corporate strategy, business development, strategies, quality and executive departments. They also include bank charges, most of the facilities costs including rent, utilities, and facilities maintenance, except for amounts allocated to cost of revenues, as well as therapists recruiting costs, related to BetterHelp, indirect taxes and certain licensed corporate applications. Our general and administrative expenses exclude any allocation of depreciation and amortization.

Our general and administrative expenses may fluctuate as a percentage of our total revenue from period to period due to the seasonality of our total revenue and the timing and extent of our general and administrative expenses.

Restructuring Costs

Restructuring costs consist primarily of lease impairment costs, losses related to the reduction of office space, and costs for employee transition, severance payments, employee benefits, and related costs.

Acquisition, Integration, and Transformation Costs

Acquisition, integration, and transformation costs include investment banking, financing, legal, accounting, consultancy, integration, fair value changes related to contingent consideration, and certain other transaction costs related to mergers and acquisitions. It also includes costs related to certain business transformation initiatives focused on integrating and optimizing various operations and systems, including upgrading our CRM and ERP systems, incurred in connection with our acquisition and integration activities.

Amortization of Intangible Assets

Amortization of intangible assets consists of the amortization of capitalized software development costs and of acquisition-related intangible assets.

Depreciation of Property and Equipment

Depreciation of property and equipment consists of the depreciation of fixed assets.

Interest Income

Interest income primarily consists of interest earned on cash and cash equivalents.

Interest Expense

Interest expense consists of interest costs and the amortization of debt discounts primarily associated with convertible senior notes.

Other Expense (Income), Net

Other expense (income), net includes the impact of foreign currency remeasurement, realized gains on investment securities, and all other non-operating items not included in other financial statement lines.

Provision for Income Taxes

Provision for income taxes reflects management's best assessment of estimated current and future taxes to be paid. The objectives for accounting for income taxes, as prescribed by the relevant accounting guidance, are to recognize the amount of taxes payable or refundable for the current year and deferred tax assets and liabilities for future tax consequences of events that have been recognized in the financial statements. See above for Critical Accounting Estimates and Policies.

Adjusted EBITDA, and Free Cash Flow

To supplement our financial information presented in accordance with U.S. generally accepted accounting principles ("GAAP"), we use certain non-GAAP financial measures to clarify and enhance an understanding of past performance, which include Adjusted EBITDA (as defined below) and free cash flow. We believe that the presentation of these financial measures enhances an investor's understanding of our financial performance, and are commonly used by investors to evaluate our performance and that of our competitors. We further believe that these financial measures are useful to assess our operating performance and financial and business trends from period-to-period by excluding certain items that we believe are not representative of our core business, and that free cash flow reflects an additional way of viewing our liquidity that, when viewed together with GAAP results, provides management, investors, and other users of our financial information with a more complete understanding of factors and trends affecting our cash flows. We use these non-GAAP financial measures for business planning purposes and in measuring our performance relative to that of our competitors. We utilize Adjusted EBITDA as a key measure of our performance.

Adjusted EBITDA consists of net loss before provision for income taxes; other expense (income), net; interest income; interest expense; depreciation of property and equipment; amortization of intangible assets; restructuring costs; acquisition, integration, and transformation cost; goodwill impairment; and stock-based compensation.

Free cash flow is net cash provided by operating activities less capital expenditures and capitalized software development costs.

Our use of these non-GAAP terms may vary from that of others in our industry, and other companies may calculate such measures differently than we do, limiting their usefulness as comparative measures.

Non-GAAP measures have important limitations as analytical tools and you should not consider them in isolation, and they should not be considered as an alternative to net loss before provision for income taxes, net loss, net loss per share, net cash from operating activities or any other measures derived in accordance with GAAP. Some of these limitations are:

- Adjusted EBITDA eliminates the impact of the provision for income taxes on our results of operations, and does not reflect other expense (income), net, interest income, or interest expense;
- Adjusted EBITDA does not reflect restructuring costs. Restructuring costs may include certain lease impairment costs, certain losses related to early lease terminations, and severance;
- Adjusted EBITDA does not reflect significant acquisition, integration, and transformation costs. Acquisition, integration, and transformation costs include investment banking, financing, legal, accounting, consultancy, integration, fair value changes related to contingent consideration and certain other transaction costs related to mergers and acquisitions. It also includes costs related to certain business transformation initiatives focused on integrating and optimizing various operations and systems, including upgrading our CRM and ERP systems. These transformation cost adjustments made to our results do not represent normal, recurring, operating expenses necessary to operate the business but rather, incremental costs incurred in connection with our acquisition and integration activities;
- Adjusted EBITDA does not reflect goodwill impairment charges; and

- Adjusted EBITDA does not reflect the significant non-cash stock-based compensation expense which should be viewed as a component of recurring operating costs.

In addition, although amortization of intangible assets and depreciation of property and equipment are non-cash charges, the assets being amortized and depreciated will often have to be replaced in the future, and Adjusted EBITDA does not reflect any expenditures for such replacements.

We compensate for these limitations by using these non-GAAP measures along with other comparative tools, together with GAAP measurements, to assist in the evaluation of operating performance. Such GAAP measurements include net loss, net loss per share, net cash provided by operating activities, and other performance measures.

In evaluating these financial measures, you should be aware that in the future we may incur expenses similar to those eliminated in this presentation. Our presentation of these non-GAAP measures should not be construed as an inference that our future results will be unaffected by unusual or nonrecurring items.

Consolidated Results of Operations

The following table sets forth our consolidated statement of operations data for the years ended December 31, 2024 and 2023 and the dollar and percentage change between the respective periods (dollars in thousands, except per share data).

	Year Ended December 31,			
	2024	2023	Variance	%
Revenue	$ 2,569,574	$ 2,602,415	$ (32,841)	(1)%
Costs and expenses:				
Cost of revenue (exclusive of depreciation and amortization, which are shown separately below)	751,270	760,031	(8,761)	(1)%
Advertising and marketing	705,787	688,854	16,933	2 %
Sales	204,993	213,780	(8,787)	(4)%
Technology and development	307,274	348,521	(41,247)	(12)%
General and administrative	435,490	464,659	(29,169)	(6)%
Goodwill impairment	790,000	—	790,000	n/a
Acquisition, integration, and transformation costs	1,743	21,110	(19,367)	(92)%
Restructuring costs	20,355	16,942	3,413	20 %
Amortization of intangible assets	363,365	325,933	37,432	11 %
Depreciation of property and equipment	10,183	11,138	(955)	(9)%
Total costs and expenses	3,590,460	2,850,968	739,492	26 %
Loss from operations	(1,020,886)	(248,553)	(772,333)	n/m
Interest income	(57,071)	(46,782)	(10,289)	22 %
Interest expense	23,803	22,282	1,521	7 %
Other expense (income), net	6,035	(4,445)	10,480	(236)%
Loss before provision for income taxes	(993,653)	(219,608)	(774,045)	n/m
Provision for income taxes	7,592	760	6,832	n/m
Net loss	$ (1,001,245)	$ (220,368)	$ (780,877)	n/m
Net loss per share, basic and diluted	$ (5.87)	$ (1.34)	$ (4.53)	n/m
Adjusted EBITDA (1)	$ 310,711	$ 328,120	$ (17,409)	(5)%

n/m – not meaningful
(1) Non-GAAP Financial Measures

The following table reconciles net loss, the most directly comparable GAAP measure, to Adjusted EBITDA for the years ended December 31, 2024 and 2023 (in thousands):

	Year Ended December 31,	
	2024	2023
Net loss	$ (1,001,245)	$ (220,368)
Add:		
Provision for income taxes	7,592	760
Other expense (income), net	6,035	(4,445)
Interest expense	23,803	22,282
Interest income	(57,071)	(46,782)
Depreciation of property and equipment	10,183	11,138
Amortization of intangible assets	363,365	325,933
Restructuring costs	20,355	16,942
Acquisition, integration, and transformation costs	1,743	21,110
Goodwill impairment	790,000	—
Stock-based compensation	145,951	201,550
Adjusted EBITDA	$ 310,711	$ 328,120
Integrated Care	$ 232,902	$ 191,871
BetterHelp	77,809	136,249
Adjusted EBITDA	$ 310,711	$ 328,120

Revenue. Total revenue was $2,569.6 million for the year ended December 31, 2024, compared to $2,602.4 million for the year ended December 31, 2023, a decrease of $32.8 million, or 1%. The decrease was driven by a 3% decrease in access fees, primarily related to BetterHelp, offset by an 11% increase in other revenues. The increase in other revenues primarily related to higher visit revenues. By geography, total revenue for the U.S. was $2,160.0 million and for International was $409.6 million for the year ended December 31, 2024, reflecting a decrease of 3% and an increase of 12%, respectively, compared to the year ended December 31, 2023.

Cost of Revenue (exclusive of depreciation and amortization, which are shown separately below). Cost of revenue was $751.3 million for the year ended December 31, 2024, compared to $760.0 million for the year ended December 31, 2023, a decrease of $8.8 million, or 1%. The decrease was primarily driven by lower provider and technology costs, partially offset by higher amortization of device costs.

Advertising and Marketing Expenses. Advertising and marketing expenses were $705.8 million for the year ended December 31, 2024, compared to $688.9 million for the year ended December 31, 2023, an increase of $16.9 million, or 2%. This increase was substantially driven by higher media advertising costs, partially offset by lower employee compensation costs.

Sales Expenses. Sales expenses were $205.0 million for the year ended December 31, 2024, compared to $213.8 million for the year ended December 31, 2023, a decrease of $8.8 million, or 4%. The decrease was primarily driven by lower employee compensation, partially offset by higher professional fees and broker commissions.

Technology and Development Expenses. Technology and development expenses were $307.3 million for the year ended December 31, 2024, compared to $348.5 million for the year ended December 31, 2023, a decrease of $41.2 million, or 12%. The decrease was primarily driven by lower employee compensation costs, partially offset by higher infrastructure, hosting, and software license costs associated with running operations as well as ongoing projects and services to continuously improve and optimize our products and services. For the years ended December 31, 2024 and 2023, research and development costs were $89.1 million and $124.6 million, respectively.

General and Administrative Expenses. General and administrative expenses were $435.5 million for the year ended December 31, 2024, compared to $464.7 million for the year ended December 31, 2023, a decrease of $29.2 million,

or 6%. The decrease was primarily driven by lower employee compensation and therapist onboarding costs, partially offset by higher legal fees and software and infrastructure costs.

Goodwill Impairment. As discussed earlier under the section "Critical Accounting Estimates and Policies: Goodwill," we recorded a non-cash goodwill impairment charge of $790.0 million for the year ended December 31, 2024. The non-cash charge was not deductible for income tax purposes.

Acquisition, Integration, and Transformation Costs. Acquisition, integration, and transformation costs were $1.7 million for the year ended December 31, 2024, compared to $21.1 million for the year ended December 31, 2023, a decrease of $19.4 million, as we wrap up the upgrading of our CRM and ERP systems.

Restructuring Costs. Restructuring costs were $20.4 million and $16.9 million for the years ended December 31, 2024 and 2023, respectively. The costs primarily related to the reduction of office space, severance, right-of-use asset impairment charges and other restructuring related costs. See Note 12. ‘Restructuring” to the financial statements for additional information.

Amortization of Intangible Assets.

The following table shows amortization of intangible assets broken down by components for the periods indicated (in thousands):

	Year Ended December 31,		
	2024	2023	%
Amortization of acquired intangibles	$ 230,328	$ 242,976	(5)%
Amortization of capitalized software development costs	133,037	82,957	60 %
Amortization of intangible assets expense	$ 363,365	$ 325,933	11 %

Amortization of intangible assets was $363.4 million for the year ended December 31, 2024, compared to $325.9 million for the year ended December 31, 2023, an increase of $37.4 million, or 11%. The higher expense was driven by an increase in the amortization of capitalized software development costs related to our investment in platforms, partially offset by lower amortization of acquired intangibles due to certain trademarks becoming fully amortized.

In the second half of 2023, we initiated a strategy to transition the majority of our chronic condition management Clients and members to the Teladoc Health brand on a phased basis, with a smaller subset continuing to be served under the Livongo trade name beyond 2024. In connection with the brand strategy, we accelerated the amortization of intangible assets that are associated with the Livongo trademark, increasing amortization of intangible assets expense beginning in the second half of the year ended December 31, 2023 and continuing through the year ended December 31, 2024, with corresponding reductions thereafter.

Depreciation of Property and Equipment. Depreciation of property and equipment was $10.2 million for the year ended December 31, 2024, compared to $11.1 million for the year ended December 31, 2023, a decrease of $1.0 million, or 9%.

Interest Income. Interest income was $57.1 million for the year ended December 31, 2024, compared to $46.8 million for the year ended December 31, 2023. The increase was primarily driven by an increase in the average cash and cash equivalent balance.

Interest Expense. Interest expense was $23.8 million for the year ended December 31, 2024, compared to $22.3 million for the year ended December 31, 2023.

Other Expense (Income), Net. Other expense (income), net was an expense of $6.0 million for the year ended December 31, 2024, compared to an income of $4.4 million for the year ended December 31, 2023, primarily reflecting losses on foreign currency exchange rate fluctuations for the year ended December 31, 2024, whereas the year ended December 31, 2023 reflected a gain on the partial sale of a business, partially offset by losses on foreign currency exchange rate fluctuations.

Provision for Income Taxes. We recorded income tax expense of $7.6 million for the year ended December 31, 2024, compared to $0.8 million for the year ended December 31, 2023. The income tax provision for the year ended December 31, 2024 reflects the current year operational loss and the impact of lower stock-based compensation deductions for tax purposes compared to the stock-based compensation expense recorded in the consolidated statement of operations.

Segment Information

The following tables set forth the results of operations by segment for the years ended December 31, 2024 and 2023 (dollars in thousands):

	Year Ended December 31,			
Integrated Care	**2024**	**2023**	**Variance**	**%**
Revenue	$ 1,528,870	$ 1,468,794	$ 60,076	4 %
Cost of revenue, exclusive of depreciation, amortization, and stock-based compensation	474,955	440,996	33,959	8 %
Other segment expenses (1)	821,013	835,927	(14,914)	(2)%
Adjusted EBITDA	$ 232,902	$ 191,871	$ 41,031	21 %
Adjusted EBITDA Margin %	15.2 %	13.1 %		

(1) Other segment expenses include advertising and marketing expenses, sales expenses, technology and development expenses, and general and administrative expenses, each exclusive of stock-based compensation.

Integrated Care total revenues increased by $60.1 million, or 4%, to $1,528.9 million for the year ended December 31, 2024. The increase in net revenues was primarily driven by higher chronic care program enrollment and adoption, as well as higher telemedicine product revenue.

Integrated Care cost of revenue, exclusive of depreciation, amortization, and stock-based compensation, increased by $34.0 million, or 8%, to $475.0 million for the year ended December 31, 2024. The increase was primarily driven by higher provider costs and amortization of device costs, partially offset by lower technology costs.

Integrated Care other segment expenses decreased by $14.9 million, or 2%, to $821.0 million for the year ended December 31, 2024. The decrease was primarily driven by lower employee compensation, partially offset by higher software and infrastructure costs, legal and regulatory costs, and advertising costs, as well as higher commissions and professional fees.

	Year Ended December 31,			
BetterHelp	**2024**	**2023**	**Variance**	**%**
Therapy Services	$ 1,017,725	$ 1,116,693	$ (98,968)	(9)%
Other Wellness Services	22,979	16,928	6,051	36 %
Total Revenue	1,040,704	1,133,621	(92,917)	(8)%
Cost of revenue, exclusive of depreciation, amortization, and stock-based compensation	271,533	313,572	(42,039)	(13)%
Advertising and marketing, exclusive of stock-based compensation	558,759	541,815	16,944	3 %
Other segment expenses (1)	132,603	141,985	(9,382)	(7)%
Adjusted EBITDA	$ 77,809	$ 136,249	$ (58,440)	(43)%
Adjusted EBITDA Margin %	7.5 %	12.0 %		

(1) Other segment expenses include sales expenses, technology and development expenses, and general and administrative expenses, each exclusive of stock-based compensation.

BetterHelp total revenues decreased by $92.9 million, or 8%, to $1,040.7 million for the year ended December 31, 2024, driven by an 11% decrease in average monthly paying users.

BetterHelp cost of revenue, exclusive of depreciation, amortization, and stock-based compensation decreased by $42.0 million, or 13%, to $271.5 million for the year ended December 31, 2024. The decrease was primarily driven by lower therapist costs.

BetterHelp advertising and marketing, exclusive of stock-based compensation increased by $16.9 million, or 3%, to $558.8 million for the year ended December 31, 2024, primarily reflecting higher spending on digital and media advertising.

BetterHelp other segment expenses decreased by $9.4 million, or 7%, to $132.6 million for the year ended December 31, 2024. The decrease was primarily driven by lower therapist recruiting and retention costs, lower employee related costs, and lower credit card processing fees, partially offset by higher legal and regulatory fees and higher software and infrastructure costs.

Liquidity and Capital Resources

The following table presents a summary of our cash flow activity for the years ended December 31, 2024 and 2023 (in thousands):

	Year Ended December 31,	
Consolidated Statements of Cash Flows - Summary	**2024**	**2023**
Net cash provided by operating activities	$ 293,680	$ 350,021
Net cash used in investing activities	(124,052)	(156,347)
Net cash provided by financing activities	8,312	10,854
Effect of foreign currency exchange rate changes	(3,288)	965
Total increase in cash and cash equivalents	$ 174,652	$ 205,493

Our principal source of liquidity is our cash and cash equivalents, totaling $1,298.3 million as of December 31, 2024. During 2024, we experienced positive operating cash flow and we also anticipate continuing positive operating cash flows for 2025.

We believe that our existing cash and cash equivalents will be sufficient to meet our working capital, capital expenditure, and contractual obligation needs for at least the next 12 months. Our future capital requirements will depend on many factors including our growth rate, contract renewal activity, number of visits, our ability to retain and/or obtain new members, the timing and extent of spending to support product development efforts, our expansion of sales and marketing activities, the introduction of new and enhanced services offerings, the continuing market acceptance of telehealth, and our debt service obligations. We may in the future enter into arrangements to acquire or invest in additional complementary businesses, services, technologies, and intellectual property rights. We may be required to seek additional equity or debt financing to fund working capital, capital expenditures and acquisitions, and to settle debt obligations. In the event that additional financing is required from outside sources, we may not be able to raise it on terms acceptable to us or at all, which would adversely affect our business, financial condition, and results of operations.

Historically, we have financed our operations primarily through sales of equity securities, debt issuance, and bank borrowings.

An aggregate principal amount of $550.7 million of our convertible senior notes is due in 2025. See Note 10. “Convertible Senior Notes” to the consolidated financial statements for additional information on our convertible senior notes.

We were in compliance with all debt covenants at December 31, 2024.

We routinely enter into contractual obligations with third parties to provide professional services, licensing, and other products and services in support of our ongoing business. The current estimated cost of these contracts is not expected to be significant to our liquidity and capital resources based on contracts in place as of December 31, 2024.

Cash from Operating Activities

Cash flows provided by operating activities consisted of net loss adjusted for certain non-cash items and the cash effect of changes in assets and liabilities. Cash provided by operating activities was $293.7 million and $350.0 million for the years ended December 31, 2024 and 2023, respectively, a decrease of $56.3 million. The decrease was driven by higher incentive compensation payments. Cash provided by operating activities for the years ended December 31, 2024 and 2023 included approximately $3.7 million and $15.6 million, respectively, of payments made related to investments in and implementation of cloud computing applications, which are deferred and amortized over multiple years based on the expected contract life.

The primary uses of cash from operating activities are for the payment of cash compensation, provider fees, engagement marketing, direct-to-consumer digital and media advertising, inventory, insurance, technology costs, interest expense and acquisition, integration, and transformation costs. Historically, cash compensation is at its highest level in the first quarter when discretionary employee compensation related to the previous fiscal year is paid.

Cash from Investing Activities

Cash used in investing activities was $124.1 million for the year ended December 31, 2024 and primarily consisted of capitalized software development costs of $113.3 million and capital expenditures of $10.8 million. Cash used in investing activities for the year ended December 31, 2023 of $156.3 million, and consisted primarily of capitalized software development costs of $144.9 million and capital expenditures of $11.5 million. The decrease of $32.3 million was primarily driven by lower capitalized software development costs.

Cash from Financing Activities

Cash provided by financing activities for the year ended December 31, 2024 was $8.3 million and primarily consisted of $3.6 million of proceeds from the exercise of employee stock options and $4.7 million of proceeds from participants in our employee stock purchase plan. Cash provided by financing activities for the year ended December 31, 2023 was $10.9 million and primarily consisted of $1.5 million of proceeds from the exercise of employee stock options and $9.7 million of proceeds from participants in our employee stock purchase plan.

The following is a reconciliation of net cash provided by operating activities to free cash flow (in thousands, unaudited):

	Year Ended December 31,	
	2024	2023
Net cash provided by operating activities	$ 293,680	$ 350,021
Capital expenditures	(10,790)	(11,464)
Capitalized software development costs	(113,262)	(144,884)
Free Cash Flow	$ 169,628	$ 193,673

Free cash flow was $169.6 million for the year ended December 31, 2024, as compared to $193.7 million for the year ended December 31, 2023. The year-over-year decrease was substantially driven by a decline in operating cash flow, partially offset by a decline in capitalized software.

Item 7A. Quantitative and Qualitative Disclosures About Market Risk

Interest Rate Risk and Foreign Currency Exchange Risk

Our cash and cash equivalents are subject to interest rate volatility, which impacts the amount of interest income earned, and represents our principal market risk. A 1% change in interest rates would result in a change of interest income generated from our cash and cash equivalents by approximately $12.3 million over the next 12 months. We do not expect cash flows related to our convertible senior notes to be affected by a sudden change in market interest rates as they bear fixed interest rates. We do not enter into investments for trading or speculative purposes.

We operate our business primarily within the U.S. which accounts for approximately 84% of our revenues. We have not historically utilized hedging strategies with respect to our foreign currency exchange exposure, however we may begin to do so.

Concentrations of Risk and Significant Clients

Our financial instruments that are exposed to concentrations of credit risk consist primarily of cash and cash equivalents and accounts receivable. Although we deposit our cash with multiple financial institutions in the U.S. and in foreign countries, our deposits, at times, may exceed federally insured limits. Our cash equivalents are primarily invested in institutional money market funds.

No Client represented over 10% of consolidated revenues for the years ended December 31, 2024 or 2023. For the Integrated Care segment, a significant portion of our revenue is derived from large enterprises, mainly health plans. Revenue from the five largest customers was 31% and 34% of total Integrated Care segment revenue for the years ended December 31, 2024 and 2023, respectively. For further information, see "Risk Factors—Risks Related to Our Business and Industry—We operate in a competitive industry, and if we are not able to compete effectively, our business, financial condition, and results of operations will be harmed," "—A significant portion of our revenue comes from a limited number of Clients, the loss of which could have a material adverse effect on our business, financial condition and results of operations" included elsewhere in this Annual Report on Form 10-K.

For the BetterHelp segment, there is no significant concentration risk as substantially all revenue is generated from individuals in the direct-to-consumer market.

Item 8. Financial Statements and Supplementary Data

Our consolidated financial statements are listed in the Index to Consolidated Financial Statements and Supplemental Data filed as part of this Annual Report on Form 10-K.

Item 9. Changes in and Disagreements with Accountants on Accounting and Financial Disclosure

None.

Item 9A. Controls and Procedures

In designing and evaluating our disclosure controls and procedures, management recognizes that any controls and procedures, no matter how well designed and operated, can provide only reasonable assurance of achieving the desired control objectives and management necessarily applies its judgment in evaluating the cost-benefit relationship of possible controls and procedures.

Our management, with the participation of our Chief Executive Officer and Chief Financial Officer, evaluated, as of the end of the period covered by this Annual Report on Form 10-K, the effectiveness of our disclosure controls and procedures (as defined in Rules 13a-15(e) and 15d-15(e) under the Exchange Act). Based on that evaluation, our Chief Executive Officer and Chief Financial Officer concluded that as of December 31, 2024, our disclosure controls and procedures were effective to provide reasonable assurance that information required to be disclosed by us in the reports that we file or submit under the Exchange Act is recorded, processed, summarized and reported, within the time periods specified in the SEC's rules and forms and to provide reasonable assurance that such information is accumulated and communicated to our management, including our Chief Executive Officer and Chief Financial Officer, as appropriate, to allow timely decisions regarding required disclosure.

Changes in Internal Control Over Financial Reporting

There were no changes in our internal control over financial reporting (as defined in Rules 13a-15(f) and 15d-15(f) under the Exchange Act) during the three months ended December 31, 2024 that have materially affected, or are reasonably likely to materially affect, our internal control over financial reporting.

Management's Report on Internal Control over Financial Reporting

Our management is responsible for establishing and maintaining adequate internal control over financial reporting, as such term is defined in Rules 13a-15(f) and 15d-15(f) under the Exchange Act. Our internal control system is designed to provide reasonable assurance regarding the preparation and fair presentation of published financial statements.

Our management, including our Chief Executive Officer and our Chief Financial Officer, assessed the effectiveness of our internal control over financial reporting as of December 31, 2024. In making this assessment, management used the criteria set forth by the Committee of Sponsoring Organizations of the Treadway Commission (COSO) in Internal Control-Integrated Framework (2013 framework). Based on this assessment, management, including our Chief Executive Officer and our Chief Financial Officer, concluded that we maintained effective internal control over financial reporting at the reasonable assurance level as of December 31, 2024.

Ernst & Young LLP, independent registered public accounting firm, is appointed by the Board of Directors and ratified by our Company's stockholders. They were engaged to render an opinion regarding the fair presentation of our consolidated financial statements as well as conducting an audit of internal control over financial reporting. Their accompanying reports are based upon audits conducted in accordance with the standards of the Public Company Accounting Oversight Board (United States).

February 27, 2025

Report of Independent Registered Public Accounting Firm

To the Stockholders and the Board of Directors of Teladoc Health, Inc.

Opinion on Internal Control Over Financial Reporting

We have audited Teladoc Health, Inc.'s internal control over financial reporting as of December 31, 2024, based on criteria established in Internal Control-Integrated Framework issued by the Committee of Sponsoring Organizations of the Treadway Commission (2013 framework) (the COSO criteria). In our opinion, Teladoc Health, Inc. (the Company) maintained, in all material respects, effective internal control over financial reporting as of December 31, 2024, based on the COSO criteria.

We also have audited, in accordance with the standards of the Public Company Accounting Oversight Board (United States) (PCAOB), the consolidated balance sheets of the Company as of December 31, 2024 and 2023, the related consolidated statements of operations and other comprehensive loss, stockholders' equity and cash flows for each of the three years in the period ended December 31, 2024, and the related notes and financial statement schedule listed in the Index at Item 15(a) and our report dated February 27, 2025 expressed an unqualified opinion thereon.

Basis for Opinion

The Company's management is responsible for maintaining effective internal control over financial reporting and for its assessment of the effectiveness of internal control over financial reporting included in the accompanying Management's Report on Internal Control over Financial Reporting. Our responsibility is to express an opinion on the Company's internal control over financial reporting based on our audit. We are a public accounting firm registered with the PCAOB and are required to be independent with respect to the Company in accordance with the U.S. federal securities laws and the applicable rules and regulations of the Securities and Exchange Commission and the PCAOB.

We conducted our audit in accordance with the standards of the PCAOB. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether effective internal control over financial reporting was maintained in all material respects.

Our audit included obtaining an understanding of internal control over financial reporting, assessing the risk that a material weakness exists, testing and evaluating the design and operating effectiveness of internal control based on the assessed risk, and performing such other procedures as we considered necessary in the circumstances. We believe that our audit provides a reasonable basis for our opinion.

Definition and Limitations of Internal Control Over Financial Reporting

A company's internal control over financial reporting is a process designed to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles. A company's internal control over financial reporting includes those policies and procedures that (1) pertain to the maintenance of records that, in reasonable detail, accurately and fairly reflect the transactions and dispositions of the assets of the company; (2) provide reasonable assurance that transactions are recorded as necessary to permit preparation of financial statements in accordance with generally accepted accounting principles, and that receipts and expenditures of the company are being made only in accordance with authorizations of management and directors of the company; and (3) provide reasonable assurance regarding prevention or timely detection of unauthorized acquisition, use, or disposition of the company's assets that could have a material effect on the financial statements.

Because of its inherent limitations, internal control over financial reporting may not prevent or detect misstatements. Also, projections of any evaluation of effectiveness to future periods are subject to the risk that controls may become inadequate because of changes in conditions, or that the degree of compliance with the policies or procedures may deteriorate.

/s/ Ernst & Young LLP

New York, New York

February 27, 2025

Item 9B. Other Information

(a) Effective February 27, 2025, we amended our 2023 Employment Inducement Incentive Award Plan (as amended, the "2023 Inducement Plan") solely to increase the number of shares of common stock, par value $0.001 per share ("Common Stock"), reserved for issuance under the 2023 Inducement Plan by 1,000,000 shares, to a new total of

5,500,000 shares of Common Stock. The amendment is filed as Exhibit 10.25 hereto and incorporated herein by reference. As previously disclosed, the 2023 Inducement Plan was adopted by our Board without stockholder approval pursuant to NYSE Rule 303A.08.

(b) ***Rule 10b5-1 Trading Plans.*** During the three months ended December 31, 2023, the following officer (as defined in Rule 16a-1(f) of the Securities Exchange Act of 1934) adopted a Rule 10b5-1 trading arrangement (as defined in Item 408 of Regulation S-K of the Securities Act of 1933), which was intended to satisfy the affirmative defense of Rule10b5-1(c):

On November 18, 2024, Fernando Madeira Rodrigues, our President of BetterHelp, adopted a Rule 10b5-1 trading plan, which was amended on November 27, 2024, that provides for the sale of up to 36,540 shares of our common stock through December 2025.

Item 9C. Disclosure Regarding Foreign Jurisdictions that Prevent Inspections

Not applicable.

PART III

Information required by Items 10, 11, 12, 13 and 14 of Part III is omitted from this Annual Report and will be filed in a definitive proxy statement or by an amendment to this Annual Report not later than 120 days after the end of the fiscal year covered by this Annual Report.

Item 10. Directors, Executive Officers and Corporate Governance

We will provide information that is responsive to this Item 10 in our definitive proxy statement or in an amendment to this Annual Report not later than 120 days after the end of the fiscal year covered by this Annual Report, in either case under the caption “Corporate Governance and Board Matters,” and possibly elsewhere therein. That information is incorporated in this Item 10 by reference.

Our Board has adopted a Code of Business Conduct and Ethics that applies to all of our employees, officers, and directors. The full text of our Code of Business Conduct and Ethics is posted on the Investors section of our website, www.teladochealth.com. We intend to disclose any amendments to our Code of Business Conduct and Ethics, or waivers of its requirements, on our website.

We have adopted an insider trading policy governing the purchase, sale, and other disposition of our securities by our directors, officers, and employees. We believe this policy is reasonably designed to promote compliance with insider trading laws, rules, and regulations and listing standards applicable to the Company. A copy of our insider trading policy is filed as Exhibit 19.1 to this Annual Report on Form 10-K for the fiscal year ended December 31, 2024. In addition, with regard to the Company’s trading in its own securities, it is our policy to comply with the federal securities laws and the applicable exchange listing requirements.

Item 11. Executive Compensation

We will provide information that is responsive to this Item 11 in our definitive proxy statement or in an amendment to this Annual Report not later than 120 days after the end of the fiscal year covered by this Annual Report, in either case under the captions "Director Compensation," “Executive Compensation” and “Compensation Tables,” and possibly elsewhere therein. That information is incorporated in this Item 11 by reference.

Item 12. Security Ownership of Certain Beneficial Owners and Management and Related Stockholder Matters

We will provide information that is responsive to this Item 12 in our definitive proxy statement or in an amendment to this Annual Report not later than 120 days after the end of the fiscal year covered by this Annual Report, in either case under the captions “Securities Ownership of Certain Beneficial Owners and Management” and “Equity Compensation Plan Information,” and possibly elsewhere therein. That information is incorporated in this Item 12 by reference.

Item 13. Certain Relationships and Related Transactions, and Director Independence

We will provide information that is responsive to this Item 13 in our definitive proxy statement or in an amendment to this Annual Report not later than 120 days after the end of the fiscal year covered by this Annual Report, in either case under the caption “Related-Party Transactions,” and possibly elsewhere therein. That information is incorporated in this Item 13 by reference.

Item 14. Principal Accounting Fees and Services

We will provide information that is responsive to this Item 14 in our definitive proxy statement or in an amendment to this Annual Report not later than 120 days after the end of the fiscal year covered by this Annual Report, in either case under the caption “Audit Matters” (excluding the information under the subheading "Audit Committee Report"), and possibly elsewhere therein. That information is incorporated in this Item 14 by reference.

PART IV

Item 15. Exhibits and Financial Statement Schedules

(a) (1) Our consolidated financial statements are listed in the Index to Consolidated Financial Statements and Supplemental Data filed as part of this Annual Report on Form 10-K.

(2) Schedule II—Valuation and Qualifying Accounts.

Valuation and Qualifying Accounts (in thousands):

Descriptions	Balance at Beginning of Period	Provision	Other	Write-offs	Balance at End of Period
Allowance for Doubtful Accounts					
2024	$ 4,240	$ 3,795	$ (23)	$ (2,878)	$ 5,134
2023	$ 4,324	$ 4,686	$ 3,001	$ (7,771)	$ 4,240
2022	$ 11,269	$ 2,815	$ 464	$ (10,224)	$ 4,324
Income Tax Valuation Allowance					
2024 (1)	$ 418,234	$ (275)	$ (1,258)	$ —	$ 416,701
2023 (2)	$ 415,751	$ 1,904	$ 579	$ —	$ 418,234
2022 (3)	$ 335,809	$ 18,966	$ 60,976	$ —	$ 415,751

(1) Other reflects currency translation adjustments.
(2) Other primarily reflects adjustments related to the adoption of ASU 2020-06. For additional information, see Note 2. "Summary of Significant Accounting Policies" to the consolidated financial statements.
(3) Other primarily reflects adjustments i) recorded against goodwill related to the acquisition of Livongo and ii) recorded against additional paid-in capital related to the conversion of certain convertible senior notes. For additional information, see Note 10. "Convertible Senior Notes" to the consolidated financial statements.

(3) A list of exhibits is set forth on the Exhibit Index immediately prior to the signature page of this Annual Report on Form 10-K, and is incorporated herein by reference.

Item 16. Form 10-K Summary

Not applicable.

Exhibit Index

Exhibit Number	Exhibit Description	Incorporated by Reference				Filed Herewith
		Form	File No.	Exhibit	Filing Date	
3.1	Seventh Amended and Restated Certificate of Incorporation of Teladoc Health, Inc.	8-K	001-37477	3.1	6/2/22	
3.2	Seventh Amended and Restated Bylaws of Teladoc Health, Inc.	10-K	001-37477	3.2	2/23/24	
4.1	Specimen stock certificate evidencing shares of the common stock.					*
4.2	Indenture, dated as of May 8, 2018, by and between Teladoc, Inc. and Wilmington Trust, National Association.	8-K	001-37477	4.1	5/8/18	
4.3	Global 1.375% Convertible Senior Note due 2025, dated as of May 8, 2018.	8-K	001-37477	4.2	5/8/18	
4.4	Indenture, dated as of May 19, 2020, by and between Teladoc Health, Inc. and Wilmington Trust, National Association.	8-K	001-37477	4.1	5/19/20	
4.5	Global 1.25% Convertible Senior Note due 2027, dated as of May 19, 2020 (included as Exhibit A to Exhibit 4.4).	8-K	001-37477	4.2	5/19/20	
4.6	Indenture, dated as of June 4, 2020, by and between Livongo Health, Inc. and U.S. Bank National Association.	8-K	001-38983	4.1	10/30/20	
4.7	Global 0.875% Convertible Senior Note due 2025 (included as Exhibit A to Exhibit 4.6).	8-K	001-38983	4.1	10/30/20	
4.8	First Supplemental Indenture, dated as of October 30, 2020, among Livongo Health, Inc., Teladoc Health, Inc. and U.S. Bank National Association, as trustee.	8-K	001-37477	4.1	10/30/20	
4.9	Second Supplemental Indenture, dated as of January 1, 2023, among Livongo Health, Inc., Teladoc Health, Inc. and U.S. Bank Trust Company, National Association (as successor in interest to U.S. Bank National Association), as trustee.	10-K	001-37477	4.9	3/1/23	
4.10	Description of Securities Registered under Section 12 of the Securities Exchange Act of 1934, as amended.	10-K	001-37477	4.10	3/1/23	
10.1+	Form of Indemnification Agreement between Teladoc Health, Inc. and each of its directors and officers.	S-1/A	333-204577	10.7	6/18/15	
10.2+	Form of Indemnification Agreement between Teladoc Health, Inc. and each of its directors and officers (form used since October 2020).	10-K	001-37477	10.2	3/1/21	

10.3+	Teladoc Health, Inc. 2015 Incentive Award Plan (as amended and restated effective May 25, 2017).	8-K	001-37477	10.1	5/31/17
10.4+	Form of Stock Option Agreement under the Teladoc Health, Inc. 2015 Incentive Award Plan.	S-1/A	333-204577	10.11	6/18/15
10.5+	Form of Restricted Stock Agreement under the Teladoc Health, Inc. 2015 Incentive Award Plan.	S-1/A	333-204577	10.12	6/18/15
10.6+	Form of Restricted Stock Unit Agreement under the Teladoc Health, Inc. 2015 Incentive Award Plan.	S-1/A	333-204577	10.13	6/18/15
10.7+	Form of Performance Restricted Stock Unit Agreement under the Teladoc Health, Inc. 2015 Incentive Award Plan.	10-Q	001-37477	10.1	5/2/22
10.8+	Teladoc Health, Inc. 2015 Employee Stock Purchase Plan.	10-Q	001-37477	10.1	8/2/21
10.9+	Second Amendment to Teladoc Health, Inc. Amended and Restated Employee Stock Purchase Plan.	8-K	001-37477	10.2	5/30/23
10.10+	Teladoc Health, Inc. 2017 Employment Inducement Incentive Award Plan (as amended on July 11, 2017).	S-8	333-219275	99.3	7/14/17
10.11+	Form of Stock Option Agreement under the Teladoc Health, Inc. 2017 Employment Inducement Incentive Award Plan.	10-K	001-37477	10.17	3/1/17
10.12+	Form of Restricted Stock Agreement under the Teladoc Health, Inc. 2017 Employment Inducement Incentive Award Plan.	10-K	001-37477	10.18	3/1/17
10.13+	Form of Restricted Stock Unit Agreement under the Teladoc Health, Inc. 2017 Employment Inducement Incentive Award Plan.	10-K	001-37477	10.19	3/1/17
10.14+	Teladoc Health, Inc. Livongo Acquisition Incentive Award Plan.	S-8	333-249892	99.1	11/6/20
10.15+	Form of Stock Option Agreement under the Teladoc Health, Inc. Livongo Acquisition Incentive Award Plan.	10-K	001-37477	10.14	3/1/21
10.16+	Form of Restricted Stock Agreement under the Teladoc Health, Inc. Livongo Acquisition Incentive Award Plan.	10-K	001-37477	10.15	3/1/21
10.17+	Form of Restricted Stock Unit Agreement under the Teladoc Health, Inc. Livongo Acquisition Incentive Award Plan.	10-K	001-37477	10.16	3/1/21
10.18+	Teladoc Health, Inc. 2023 Incentive Award Plan.	8-K	001-37477	10.1	5/30/23
10.19+	Form of Stock Option Agreement under the Teladoc Health, Inc. 2023 Incentive Award Plan.	10-Q	001-37477	10.2	7/28/23

10.20+	Form of Restricted Stock Agreement under the Teladoc Health, Inc. 2023 Incentive Award Plan.	10-Q	001-37477	10.3	7/28/23	
10.21+	Form of Restricted Stock Unit Agreement under the Teladoc Health, Inc. 2023 Incentive Award Plan.	10-Q	001-37477	10.4	7/28/23	
10.22+	Form of Performance Restricted Stock Unit Agreement under the Teladoc Health, Inc. 2023 Incentive Award Plan.	10-Q	001-37477	10.5	7/28/23	
10.23+	Teladoc Health, Inc. 2023 Employment Inducement Incentive Award Plan.	S-8	333-273509	99.1	7/28/23	
10.24+	First Amendment to Teladoc Health, Inc. 2023 Employment Inducement Award Plan.	8-K	001-37477	10.4	6/10/24	
10.25+	Second Amendment to Teladoc Health, Inc. 2023 Employment Inducement Award Plan.					*
10.26+	Form of Stock Option Agreement under the Teladoc Health, Inc. 2023 Employment Inducement Incentive Award Plan.	10-Q	001-37477	10.2	10/27/23	
10.27+	Form of Restricted Stock Agreement under the Teladoc Health, Inc. 2023 Employment Inducement Incentive Award Plan.	10-Q	001-37477	10.3	10/27/23	
10.28+	Form of Restricted Stock Unit Agreement under the Teladoc Health, Inc. 2023 Employment Inducement Incentive Award Plan.	10-Q	001-37477	10.4	10/27/23	
10.29+	Form of Performance Restricted Stock Unit Agreement under the Teladoc Health, Inc. 2023 Employment Inducement Incentive Award Plan.	10-Q	001-37477	10.5	10/27/23	
10.30+	Teladoc Health, Inc. Level 14 Severance Plan.	8-K	001-37477	10.3	5/30/23	
10.31+	Teladoc Health, Inc. Non-Employee Director Compensation Program (as amended).	10-K	001-37477	10.29	2/23/24	
10.32+	Teladoc Health, Inc. Deferred Compensation Plan for Non-Employee Directors.	10-K	001-37477	10.8	2/27/18	
10.33+	Offer Letter, dated June 5, 2024, by and between Teladoc Health, Inc. and Charles Divita.	8-K	001-37477	10.1	6/10/24	
10.34+	Employment Agreement, dated June 10, 2024, by and between Teladoc Health, Inc. and Charles Divita.	8-K	001-37477	10.2	6/10/24	
10.35+	Chief Executive Officer Restricted Stock Unit Agreement under the Teladoc Health, Inc. 2023 Employment Inducement Incentive Award Plan.	10-Q	001-37477	10.3	8/1/24	
10.36+	Form of Chief Executive Officer Performance Restricted Stock Unit Agreement under the Teladoc Health, Inc. 2023 Employment Inducement Incentive Award Plan.	10-Q	001-37477	10.4	8/1/24	

10.37+	Executive Severance Agreement, dated June 24, 2019, by and between Teladoc Health, Inc. and Mala Murthy.	10-Q	001-37477	10.1	7/31/19	
10.38+	Amendment No. 1 to Executive Severance Agreement, dated October 29, 2019, by and between Teladoc Health, Inc. and Mala Murthy.	10-Q	001-37477	10.5	10/30/19	
10.39+	Amendment No. 2 to Executive Severance Agreement, dated June 6, 2024, by and between Teladoc Health, Inc. and Mala Murthy.	8-K	001-37477	10.3	6/10/24	
10.40+	Letter Agreement, dated April 1, 2024, by and between Teladoc Health, Inc. and Mala Murthy.	10-Q	001-37477	10.1	4/26/24	
10.41+	Executive Severance Agreement, dated July 15, 2015, by and between Teladoc Health, Inc. and Adam Vandervoort.	10-Q	001-37477	10.17	4/30/19	
10.42+	Amendment No. 1 to Executive Severance Agreement, dated October 29, 2019, by and between Teladoc Health, Inc. and Adam Vandervoort.	10-Q	001-37477	10.8	10/30/19	
10.43+	Amendment No. 2 to Executive Severance Agreement, dated April 26, 2024, by and between Teladoc Health, Inc. and Adam Vandervoort.	10-Q	001-37477	10.4	4/26/24	
10.44+	Retention Bonus Agreement, dated April 26, 2024, by and between Teladoc Health, Inc. and Adam Vandervoort.	10-Q	001-37477	10.3	4/26/24	
10.45+	Executive Severance Agreement, dated July 14, 2017, by and between Teladoc Health, Inc. and Kelly Bliss.					*
10.46+	Amendment No. 1 to Executive Severance Agreement, dated April 26, 2024, by and between Teladoc Health, Inc. and Kelly Bliss.					*
10.47+	Retention Bonus Agreement, dated April 26, 2024, by and between Teladoc Health, Inc. and Kelly Bliss.					*
10.48+	Services Agreement, dated May 31, 2018, by and between Teladoc Health International, S.A.U. (formerly Advance Medical Healthcare Management Services, S.A.) and Carlos Nueno.					*
10.49+	Retention Bonus Agreement, dated April 26, 2024, by and between Teladoc Health, Inc. and Carlos Nueno.					*
10.50+	Amended and Restated Executive Employment Agreement, dated June 16, 2015, by and between Teladoc Health, Inc. and Jason Gorevic.	S-1/A	333-204577	10.19	6/18/15	

10.51+	Amendment No. 1 to Amended and Restated Executive Employment Agreement, dated October 29, 2019, by and between Teladoc Health, Inc. and Jason Gorevic.	10-Q	001-37477	10.2	10/30/19	
10.52+	Release and Separation Agreement, dated as of April 11, 2024, by and between Teladoc Health, Inc. and Jason Gorevic.	10-Q	001-37477	10.2	4/26/24	
10.53+	Executive Employment Agreement, dated October 2, 2022, by and between Teladoc Health, Inc. and Laizer Kornwasser.	8-K	001-37477	10.1	10/28/22	
10.54+	Executive Employment Agreement, dated June 15, 2022, by and between Teladoc Health, Inc. and Michael Waters.	10-Q	001-37477	10.1	11/2/22	
10.55+	Release and Separation Agreement, dated as of September 27, 2024, by and between Teladoc Health, Inc. and Michael Waters.	10-Q	001-37477	10.1	10/31/24	
19.1	Teladoc Health, Inc. Insider Trading Compliance Policy					*
21.1	Subsidiaries of the Registrant.					*
23.1	Consent of Ernst & Young, LLP, Independent Registered Public Accounting Firm					*
31.1	Chief Executive Officer—Certification pursuant to Rule 13a-14(a) or Rule 15d-14(a) of the Securities Exchange Act of 1934, as adopted pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.					*
31.2	Chief Financial Officer—Certification pursuant to Rule 13a-14(a) or Rule 15d-14(a) of the Securities Exchange Act of 1934, as adopted pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.					*
32.1	Chief Executive Officer—Certification pursuant to Rule13a-14(b) or Rule 15d-14(b) of the Securities Exchange Act of 1934 and 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.					**
32.2	Chief Financial Officer—Certification pursuant to Rule 13a-14(b) or Rule 15d-14(b) of the Securities Exchange Act of 1934 and 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.					**
97.1	Teladoc Health, Inc. Incentive-Based Compensation Recovery Policy.	10-K	001-37477	97.1	2/23/24	
101.INS	XBRL Instance Document.					*
101.SCH	XBRL Taxonomy Extension Schema Document.					*
101.CAL	XBRL Taxonomy Calculation Linkbase Document.					*

101.DEF	XBRL Definition Linkbase Document.	*
101.LAB	XBRL Taxonomy Label Linkbase Document.	*
101.PRE	XBRL Taxonomy Presentation Linkbase Document.	*
104	Cover Page Interactive Data File – The Cover page interactive data file does not appear in the Interactive Data File because its XBRL tags are embedded within the Inline XBRL document	

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* Filed herewith.
** Furnished herewith.
+ Management contract or compensatory plan.

Signatures

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

TELADOC HEALTH, INC.

Date: February 27, 2025	By:	/s/ CHARLES DIVITA, III
	Name:	Charles Divita, III
	Title:	Chief Executive Officer and Director
Date: February 27, 2025	By:	/s/ MALA MURTHY
	Name:	Mala Murthy
	Title:	Chief Financial Officer
Date: February 27, 2025	By:	/s/ JOSEPH CATAPANO
	Name:	Joseph Catapano
	Title:	Chief Accounting Officer

Pursuant to the requirements of the Securities Exchange Act of 1934, this report has been signed below by the following persons on behalf of the registrant and in the capacities and on the dates indicated.

Date: February 27, 2025	By:	/s/ DAVID B. SNOW, JR.
	Name:	David B. Snow, Jr
	Title:	Chairman of the Board
Date: February 27, 2025	By:	/s/ J. ERIC EVANS
	Name:	J. Eric Evans
	Title:	Director
Date: February 27, 2025	By:	/s/ SANDRA L. FENWICK
	Name:	Sandra L. Fenwick
	Title:	Director
Date: February 27, 2025	By:	/s/ CATHERINE A. JACOBSON
	Name:	Catherine A. Jacobson
	Title:	Director
Date: February 27, 2025	By:	/s/ THOMAS G. MCKINLEY
	Name:	Thomas G. McKinley
	Title:	Director
Date: February 27, 2025	By:	/s/ KENNETH H. PAULUS
	Name:	Kenneth H. Paulus
	Title:	Director
Date: February 27, 2025	By:	/s/ DAVID L. SHEDLARZ
	Name:	David L. Shedlarz
	Title:	Director
Date: February 27, 2025	By:	/s/ MARK DOUGLAS SMITH, M.D.
	Name:	Mark Douglas Smith, M.D.
	Title:	Director

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2. Supplemental Financial Data:	
The following supplemental financial data of the Registrant required to be included in Item 15(a)(2) on Form 10-K are listed below:	
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Report of Independent Registered Public Accounting Firm

To the Stockholders and the Board of Directors of Teladoc Health, Inc.

Opinion on the Financial Statements
We have audited the accompanying consolidated balance sheets of Teladoc Health, Inc. (the Company) as of December 31, 2024 and 2023, the related consolidated statements of operations and other comprehensive loss, stockholders' equity and cash flows for each of the three years in the period ended December 31, 2024, and the related notes and financial statement schedule listed in the Index at Item 15(a) (collectively referred to as the "consolidated financial statements"). In our opinion, the consolidated financial statements present fairly, in all material respects, the financial position of the Company at December 31, 2024 and 2023, and the results of its operations and its cash flows for each of the three years in the period ended December 31, 2024, in conformity with U.S. generally accepted accounting principles.

We also have audited, in accordance with the standards of the Public Company Accounting Oversight Board (United States) (PCAOB), the Company's internal control over financial reporting as of December 31, 2024, based on criteria established in Internal Control—Integrated Framework issued by the Committee of Sponsoring Organizations of the Treadway Commission (2013 framework) and our report dated February 27, 2025 expressed an unqualified opinion thereon.

Adoption of ASU No. 2020-06
As discussed in Note 2 to the consolidated financial statements, the Company changed its method of accounting for Convertible Senior Notes in 2022 due to the adoption of Financial Accounting Standards Board ("FASB") Accounting Standards Update 2020-06, Debt—Debt with Conversion and Other Options (Subtopic 470-20) and Derivatives and Hedging—Contracts in Entity's Own Equity (Subtopic 815-40): Accounting for Convertible Instruments and Contracts in an Entity's Own Equity.

Basis for Opinion
These financial statements are the responsibility of the Company's management. Our responsibility is to express an opinion on the Company's financial statements based on our audits. We are a public accounting firm registered with the PCAOB and are required to be independent with respect to the Company in accordance with the U.S. federal securities laws and the applicable rules and regulations of the Securities and Exchange Commission and the PCAOB.

We conducted our audits in accordance with the standards of the PCAOB. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether due to error or fraud. Our audits included performing procedures to assess the risks of material misstatement of the financial statements, whether due to error or fraud, and performing procedures that respond to those risks. Such procedures included examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements. Our audits also included evaluating the accounting principles used and significant estimates made by management, as well as evaluating the overall presentation of the financial statements. We believe that our audits provide a reasonable basis for our opinion.

Critical Audit Matters
The critical audit matters communicated below are matters arising from the current period audit of the financial statements that were communicated or required to be communicated to the audit committee and that: (1) relate to accounts or disclosures that are material to the financial statements and (2) involved our especially challenging, subjective or complex judgments. The communication of critical audit matters does not alter in any way our opinion on the consolidated financial statements, taken as a whole, and we are not, by communicating the critical audit matters below, providing separate opinions on the critical audit matters or on the accounts or disclosures to which they relate.

Capitalized software development costs

Description of the Matter

At December 31, 2024, the Company's capitalized software development costs were $362 million. As described in Note 2 and 8 of the consolidated financial statements, the Company capitalizes certain software development costs related to its software development tools that enable its members and providers to interact. Management determines the amount of internal-use software costs to be capitalized based on the amount of time spent by internal developers and vendors on projects in the application stage of development. There is judgment involved in estimating time incurred in the application development stage.

Auditing capitalized internal-use software development costs required a higher degree of judgement and effort involved in evaluating management's judgement related to the amount of time incurred by developers on each project.

How We Addressed the Matter in Our Audit

We obtained an understanding, evaluated the design and tested the operating effectiveness of controls over the Company's capitalization of software development costs process. For example, we tested controls over the Company's process to review the time incurred by developers on each project.

To test the Company's capitalization of software development costs, we performed audit procedures that included, among others, inspecting underlying documentation to evaluate whether the time was capitalizable under the applicable accounting standards for a sample of projects. For these projects, we also inquired of technology and development management, project managers, and developers regarding the objective and nature of the projects and inquired with software developers regarding their time spent on each project and the nature of their tasks performed for the project. We also inspected underlying documentation to evaluate the nature of the work of the software developers. For external vendor costs, we also obtained a sample of vendor contracts and invoices to review the time incurred to perform development activities.

Valuation of goodwill for the BetterHelp reporting unit

Description of the Matter

At December 31, 2024, the Company's consolidated goodwill was $283.2 million, all of which is recorded within the BetterHelp reporting unit. As discussed in Notes 2 and 6 of the consolidated financial statements, goodwill is not amortized but is tested for impairment at the reporting unit level annually on October 1 or more frequently if events or changes in circumstances indicate that it is more likely than not to be impaired. As a result of sustained decreases in the Company's publicly quoted share price and market capitalization as well as changes in the operating results of the BetterHelp reporting unit, the Company conducted an interim test of its goodwill at June 30, 2024. For the twelve months ended December 31, 2024, the Company recognized $790 million of non-deductible, non-cash goodwill impairment charges.

Auditing management's goodwill impairment test for the Company's BetterHelp reporting unit was complex and highly judgmental due to the significant uncertainty in determining the fair value of the reporting unit. In particular, the fair value estimate was sensitive to changes in significant assumptions such as the projected revenue, EBITDA margin growth rates, terminal growth rate, and discount rate. These assumptions are affected by expectations about future market or economic conditions and the impact of planned business and operation strategies.

How We Addressed the Matter in Our Audit

We obtained an understanding, evaluated the design and tested the operating effectiveness of controls over the Company's goodwill impairment assessment process. For example, we tested controls over the Company's forecasting process as well as controls over management's review of the valuation model and significant assumptions used.

To test the estimated fair value of the Company's reporting unit, we performed audit procedures that included, among others, assessing the valuation methodologies used, testing the significant assumptions described above and testing the completeness and accuracy of the underlying data the Company used in its analyses. For example, we compared the projected revenue, EBITDA margin growth rates, and terminal growth rate used in the valuations to historical results, forecasted industry and economic trends, analyst reports and peer company information, where available. We also evaluated management's ability to accurately forecast by comparing actual results to historical forecasts. We involved our valuation specialists to assist in our evaluation of the Company's determined weighted average cost of capital (WACC), which was used to determine the discount rate applied to management's cash flow projections, including performing a comparative calculation of the WACC. We also performed sensitivity analyses of significant assumptions to evaluate changes in the fair value that would result from changes in the assumptions. In addition, we tested management's reconciliation of the fair value of the reporting units to the market capitalization of the Company.

/s/ Ernst & Young LLP

We have served as the Company's auditor since 2014.
New York, New York
February 27, 2025

TELADOC HEALTH, INC.
Consolidated Balance Sheets
(in thousands, except share and per share data)

	December 31, 2024	December 31, 2023
ASSETS		
Current assets:		
Cash and cash equivalents	$ 1,298,327	$ 1,123,675
Accounts receivable, net of allowance for doubtful accounts of $5,134 and $4,240 at December 31, 2024 and December 31, 2023, respectively	214,146	217,423
Inventories	38,138	29,513
Prepaid expenses and other current assets	113,296	118,437
Total current assets	1,663,907	1,489,048
Property and equipment, net	29,487	32,032
Goodwill	283,190	1,073,190
Intangible assets, net	1,431,360	1,677,781
Operating lease—right-of-use assets	27,092	40,060
Other assets	81,488	80,258
Total assets	$ 3,516,524	$ 4,392,369
LIABILITIES AND STOCKHOLDERS' EQUITY		
Current liabilities:		
Accounts payable	$ 33,130	$ 43,637
Accrued expenses and other current liabilities	202,157	178,634
Accrued compensation	76,229	102,686
Deferred revenue—current	79,296	95,659
Convertible senior notes, net—current	550,723	—
Total current liabilities	941,535	420,616
Other liabilities	720	1,080
Operating lease liabilities, net of current portion	32,135	42,837
Deferred revenue, net of current portion	9,786	13,623
Deferred taxes, net	49,851	49,452
Convertible senior notes, net—non-current	991,418	1,538,688
Total liabilities	2,025,445	2,066,296
Commitments and contingencies (Note 17)		
Stockholders' equity:		
Common stock, $0.001 par value; 300,000,000 shares authorized; 173,405,016 shares and 166,658,253 shares issued and outstanding as of December 31, 2024 and December 31, 2023 respectively	173	167
Additional paid-in capital	17,759,194	17,591,551
Accumulated deficit	(16,229,900)	(15,228,655)
Accumulated other comprehensive loss	(38,388)	(36,990)
Total stockholders' equity	1,491,079	2,326,073
Total liabilities and stockholders' equity	$ 3,516,524	$ 4,392,369

See accompanying notes to audited consolidated financial statements.

TELADOC HEALTH, INC.
Consolidated Statements of Operations and Other Comprehensive Loss
(in thousands, except share and per share data)

	Year Ended December 31,		
	2024	2023	2022
Revenue	$ 2,569,574	$ 2,602,415	$ 2,406,840
Costs and expenses:			
Cost of revenue (exclusive of depreciation and amortization, which are shown separately below)	751,270	760,031	743,987
Advertising and marketing	705,787	688,854	623,536
Sales	204,993	213,780	227,172
Technology and development	307,274	348,521	333,629
General and administrative	435,490	464,659	449,855
Goodwill impairment	790,000	—	13,402,812
Acquisition, integration, and transformation costs	1,743	21,110	15,620
Restructuring costs	20,355	16,942	7,416
Amortization of intangible assets	363,365	325,933	244,620
Depreciation of property and equipment	10,183	11,138	11,407
Total costs and expenses	3,590,460	2,850,968	16,060,054
Loss from operations	(1,020,886)	(248,553)	(13,653,214)
Interest income	(57,071)	(46,782)	(12,674)
Interest expense	23,803	22,282	21,944
Other expense (income), net	6,035	(4,445)	859
Loss before provision for income taxes	(993,653)	(219,608)	(13,663,343)
Provision for income taxes	7,592	760	(3,812)
Net loss	(1,001,245)	(220,368)	(13,659,531)
Other comprehensive loss, net of tax:			
Currency translation adjustment	(1,398)	5,786	(36,491)
Comprehensive loss	$ (1,002,643)	$ (214,582)	$ (13,696,022)
Net loss per share, basic and diluted	$ (5.87)	$ (1.34)	$ (84.60)
Weighted-average shares used to compute basic and diluted net loss per share	170,564,088	164,578,219	161,457,123

See accompanying notes to audited consolidated financial statements.

TELADOC HEALTH, INC.
Consolidated Statements of Stockholders' Equity
(in thousands, except share data)

	Common Stock		Additional Paid-In Capital	Accumulated Deficit	Accumulated Other Comprehensive Gain (Loss)	Total Stockholders' Equity
	Shares	Amount				
Balances as of December 31, 2021	160,469,325	$ 160	$ 17,473,336	$ (1,421,454)	$ (6,285)	$ 16,045,757
Cumulative effect adjustment due to adoption of ASU 2020-06 (see Note 2)	—	—	(363,731)	72,698	—	(291,033)
Exercise of stock options	591,213	1	5,883	—	—	5,884
Issuance of common stock upon vesting of restricted stock units	1,508,570	2	(2)	—	—	—
Issuance of stock under employee stock purchase plan	271,159	—	7,064	—	—	7,064
Issuance of common stock for 2025 Notes	93	—	7	—	—	7
Equity portion of extinguishment of 2025 Notes	—	—	(2)	—	—	(2)
Stock-based compensation	—	—	236,090	—	—	236,090
Other comprehensive loss, net of tax	—	—	—	—	(36,491)	(36,491)
Net loss	—	—	—	(13,659,531)	—	(13,659,531)
Balances as of December 31, 2022	162,840,360	163	17,358,645	(15,008,287)	(42,776)	2,307,745
Exercise of stock options	175,761	—	1,481	—	—	1,481
Issuance of common stock upon vesting of restricted stock units	3,049,824	3	(3)	—	—	—
Issuance of stock under employee stock purchase plan	592,308	1	10,439	—	—	10,440
Stock-based compensation	—	—	220,989	—	—	220,989
Other comprehensive income, net of tax	—	—	—	—	5,786	5,786
Net loss	—	—	—	(220,368)	—	(220,368)
Balances as of December 31, 2023	166,658,253	167	17,591,551	(15,228,655)	(36,990)	2,326,073
Exercise of stock options	520,190	—	3,566	—	—	3,566
Issuance of common stock upon vesting of restricted stock units	5,634,883	6	(6)	—	—	—
Issuance of stock under employee stock purchase plan	591,690	—	5,409	—	—	5,409
Stock-based compensation	—	—	158,674	—	—	158,674
Other comprehensive loss, net of tax	—	—	—	—	(1,398)	(1,398)
Net loss	—	—	—	(1,001,245)	—	(1,001,245)
Balances as of December 31, 2024	173,405,016	$ 173	$ 17,759,194	$ (16,229,900)	$ (38,388)	$ 1,491,079

See accompanying notes to audited consolidated financial statements.

TELADOC HEALTH, INC.
Consolidated Statements of Cash Flows
(in thousands)

	Year Ended December 31,		
	2024	**2023**	**2022**
Cash flows from operating activities:			
Net loss	$ (1,001,245)	$ (220,368)	$ (13,659,531)
Adjustments to reconcile net loss to net cash flows from operating activities:			
Goodwill impairment	790,000	—	13,402,812
Amortization of intangible assets	363,365	325,933	244,620
Depreciation of property and equipment	10,183	11,138	11,407
Amortization of right-of-use assets	9,295	11,650	11,757
Provision for allowances for doubtful accounts	3,795	4,686	2,815
Stock-based compensation	145,951	201,550	217,852
Deferred income taxes	(1,145)	(1,903)	(7,840)
Other, net	9,796	5,692	13,788
Changes in operating assets and liabilities:			
Accounts receivable	(375)	(10,252)	(49,058)
Prepaid expenses and other current assets	5,188	12,461	(41,081)
Inventory	(9,749)	24,095	14,800
Other assets	(1,257)	(23,052)	(27,767)
Accounts payable	(10,365)	(4,185)	1,876
Accrued expenses and other current liabilities	30,178	9,069	61,217
Accrued compensation	(20,499)	19,180	(12,290)
Deferred revenue	(18,246)	(4,900)	15,240
Operating lease liabilities	(10,892)	(10,224)	(11,525)
Other liabilities	(298)	(549)	200
Net cash provided by operating activities	293,680	350,021	189,292
Cash flows from investing activities:			
Capital expenditures	(10,790)	(11,464)	(16,480)
Capitalized software development costs	(113,262)	(144,884)	(156,284)
Proceeds from marketable securities	—	—	2,507
Other, net	—	1	2,514
Net cash used in investing activities	(124,052)	(156,347)	(167,743)
Cash flows from financing activities:			
Proceeds from the exercise of stock options	3,566	1,481	5,884
Proceeds from employee stock purchase plan	4,748	9,651	6,501
Other, net	(2)	(278)	(5,888)
Net cash provided by financing activities	8,312	10,854	6,497
Net increase in cash and cash equivalents	177,940	204,528	28,046
Effect of foreign currency exchange rate changes	(3,288)	965	(3,344)
Cash and cash equivalents at beginning of the period	1,123,675	918,182	893,480
Cash and cash equivalents at end of the period	$ 1,298,327	$ 1,123,675	$ 918,182
Cash paid for income taxes, net	$ 8,946	$ 7,238	$ 2,512
Interest paid	$ 17,322	$ 17,422	$ 17,361
Supplemental disclosure of non-cash investing activities			
Accruals related to Property and equipment, net and Intangible assets, net	$ 4,351	$ 11,006	$ 8,216

See accompanying notes to audited consolidated financial statements.

TELADOC HEALTH, INC.
Notes to Audited Consolidated Financial Statements

Note 1. Organization and Description of Business

Teladoc, Inc. was incorporated in the State of Texas in June 2002 and changed its state of incorporation to the State of Delaware in October 2008. Effective August 10, 2018, Teladoc, Inc. changed its corporate name to Teladoc Health, Inc. Unless the context otherwise requires, Teladoc Health, Inc., together with its subsidiaries, is referred to herein as "Teladoc Health" or the "Company". The Company's principal executive office is located in Purchase, New York. Teladoc Health is the global leader in virtual care focused on forging a new healthcare experience with better convenience, outcomes and value around the world.

Note 2. Summary of Significant Accounting Policies

Basis of Presentation and Principles of Consolidation

These consolidated financial statements have been prepared in accordance with the United States ("U.S.") generally accepted accounting principles ("GAAP"). The consolidated financial statements include the results of Teladoc Health, as well as two professional associations and 10 professional corporations (collectively, the "THMG Association").

Teladoc Health Medical Group, P.A. ("THMG") is party to a Services Agreement by and among it and the professional associations and professional corporations pursuant to which each professional association and professional corporation provides services to THMG. Each professional association and professional corporation is established pursuant to the requirements of its respective domestic jurisdiction governing the corporate practice of medicine.

The Company holds a variable interest in the THMG Association, which contracts with physicians and other health professionals in order to provide services to Teladoc Health. The THMG Association is considered a variable interest entity ("VIE") since it does not have sufficient equity to finance its activities without additional subordinated financial support. An enterprise having a controlling financial interest in a VIE must consolidate the VIE if it has both power and benefits—that is, it has (1) the power to direct the activities of a VIE that most significantly impact the VIE's economic performance (power) and (2) the obligation to absorb losses of the VIE that potentially could be significant to the VIE or the right to receive benefits from the VIE that potentially could be significant to the VIE (benefits). The Company has the power and rights to control the activities that most significantly impact the THMG Association economic performance and funds and absorbs all losses of the VIE and appropriately consolidates the THMG Association.

Total revenue and net loss for the VIE were $270.7 million and $0.0 million, $241.7 million and $0.0 million and $244.5 million and $1.0 million for the years ended December 31, 2024, 2023 and 2022, respectively. The VIE's total assets, all of which were current, were $29.4 million and $20.6 million at December 31, 2024 and 2023, respectively. The VIE's total liabilities, all of which were current, were $78.0 million and $69.2 million at December 31, 2024 and 2023, respectively. The VIE's total stockholders' deficit was $48.6 million and $48.6 million at December 31, 2024 and 2023, respectively.

All intercompany transactions and balances have been eliminated.

Business Combinations

The Company accounts for its business combinations using the acquisition method of accounting. The purchase price is attributed to the fair value of the assets acquired and liabilities assumed. Transaction costs directly attributable to the acquisition are expensed as incurred. Identifiable assets and liabilities acquired or assumed are measured separately at their fair values as of the acquisition date. The excess of the purchase price of acquisition over the fair value of the identifiable net assets of the acquiree is recorded as goodwill. The results of businesses acquired in a business combination are included in the Company's consolidated financial statements from the date of acquisition.

When the Company issues stock-based or cash awards to an acquired company's stockholders, the Company evaluates whether the awards are consideration or compensation for post-acquisition services. The evaluation includes, among other things, whether the vesting of the awards is contingent on the continued employment of the acquired company's stockholders beyond the acquisition date. If continued employment is required for vesting, the awards are treated as compensation for post-acquisition services and recognized as expense over the requisite service period.

Determining the fair value of assets acquired and liabilities assumed requires management to use significant judgment and estimates, including the selection of valuation methodologies, estimates of future revenue and cash flows, discount rates, and selection of comparable companies. The estimates and assumptions used to determine the fair values and useful lives of identified intangible assets could change due to numerous factors, including market conditions, technological developments, economic conditions, and competition. In connection with determination of fair values, the Company may engage a third-party valuation specialist to assist with the valuation of intangible and certain tangible assets acquired and certain obligations assumed. Acquisition-related transaction costs incurred by the Company are not included as a component of consideration transferred but are accounted for as an operating expense in the period in which the costs are incurred.

Use of Estimates

The preparation of financial statements in conformity with GAAP requires management to make estimates and assumptions that affect the amounts reported in the consolidated financial statements and accompanying notes. The Company bases its estimates on historical experience, current business and economic factors, and various other assumptions that the Company believes are necessary to form a basis for making judgments about the carrying values of assets and liabilities, the recorded amounts of revenue and expenses, and the disclosure of contingent assets and liabilities. The Company is subject to uncertainties such as the impact of future events, economic and political factors, and changes in the Company's business environment; therefore, actual results could differ from these estimates. Accordingly, the accounting estimates used in the preparation of the Company's consolidated financial statements will change as new events occur, as more experience is acquired, as additional information is obtained and as the Company's operating environment evolves. The Company believes that estimates used in the preparation of these consolidated financial statements are reasonable; however, actual results could differ materially from these estimates.

Changes in estimates are made when circumstances warrant. Such changes in estimates and refinements in estimation methodologies are reflected in the Consolidated Statement of Operations; if material, the effects of changes in estimates are disclosed in the Notes to Audited Consolidated Financial Statements.

Significant estimates and assumptions by management affect areas including the value and useful life of long-lived assets (including intangible assets), the capitalization and amortization of software development costs, allowances for sales, and the accounting for business combinations. Other significant areas include revenue recognition (including performance guarantees), the accounting for income taxes, contingencies, litigation and related legal accruals, the accounting for stock-based compensation awards, and other items as described in the Summary of Significant Accounting policies in this Annual Report on Form 10-K.

Segment Information

The Company operates as an organizational and reporting structure based on two reportable segments, which are the same as its reporting units: Teladoc Health Integrated Care ("Integrated Care") and BetterHelp. This structure reflects how management allocates resources and assesses performance. See Note 18. "Segments" for further information.

Fair Value Measurements

The carrying value of the Company's cash equivalents, accounts receivable, accounts payable, and accrued liabilities approximates fair value due to their short-term nature.

A financial instrument's classification within the fair value hierarchy is based upon the lowest level of input that is significant to the fair value measurement. Three levels of inputs may be used to measure fair value:

Level 1—Observable inputs that reflect quoted prices (unadjusted) for identical assets or liabilities in active markets.

Level 2—Include other inputs that are directly or indirectly observable in the marketplace.

Level 3—Unobservable inputs that are supported by little or no market activity.

The Company measures its cash equivalents at fair value on a recurring basis. The Company classifies its cash equivalents within Level 1 because they are valued using observable inputs that reflect quoted prices for identical assets in active markets and quoted prices directly in active markets.

Revenue Recognition

The Company follows the revenue accounting requirements of Accounting Standards Codification ("ASC") Topic 606. ASC Topic 606 establishes a principle for recognizing revenue upon the transfer of promised goods or services to customers, in an amount that reflects the expected consideration received in exchange for those goods or services. The core principle of ASC Topic 606 is to recognize revenue to depict the transfer of promised goods or services to the Company's customers, which primarily consist of employers, health plans, hospitals and health systems, insurance, and financial services companies (collectively "Clients") as well as individual members, in an amount that reflects the consideration the entity expects to be entitled in exchange for those goods or services. This principle is achieved through applying the following five-step approach:

- Identification of the contract, or contracts, with a Client.
- Identification of the performance obligations in the contract.
- Determination of the transaction price.
- Allocation of the transaction price to the performance obligations in the contract.
- Recognition of revenue when, or as, the Company satisfies a performance obligation.

Integrated Care Segment

As it relates to the Company's Integrated Care segment, the Company primarily generates virtual healthcare service revenue from contracts with Clients who purchase access to the THMG Association's professional provider network or medical experts for their employees, dependents and other beneficiaries. The Company's Client contracts include a per-member-per-month ("PMPM") access fee as well as certain contracts that also include additional revenue on a per-virtual healthcare visit basis for general medical, or other specialty visits or expert medical service on a per case basis. The Company also has certain contracts that generate revenue based solely on a per healthcare visit basis for general medical and other specialty visits.

The Company records access fees from Clients accessing the THMG Association professional provider network or hosted virtual healthcare platform or chronic care management platforms, visit fee revenue for general medical, expert medical service and other specialty visits as well as other revenue primarily associated with virtual healthcare device equipment included with its hosted virtual healthcare platform. Visit and other revenues are reported as "Other" revenue in the Company's consolidated financial statements.

Revenue is also generated from contracts with Clients in hospital and health systems for the sale and rental of equipment consisting of virtual healthcare devices which allow physicians to access the Company's hosted virtual healthcare platform. These contracts also include multiple performance obligations, and the Company determines the standalone selling prices based on overall pricing objectives. In some arrangements, the Company's devices are rented to certain qualified Clients that qualify as either sales-type lease or operating lease arrangements and are subject to lease accounting guidance.

Revenue is also generated from contracts with Clients for the Company's chronic care management solutions. Substantially all of this revenue is derived from monthly access fees that are recognized as services are rendered and earned under subscription agreements with Clients that are based on a per-participant-per-month model, using the number of active enrolled members each month for the minimum enrollment period. These solutions integrate devices, supplies, access to the Company's web-based platform, mobile application, and clinical and data services to provide an overall health management solution. The promises to transfer these goods and services are not separately identifiable and are considered a single continuous service comprised of a series of distinct services that are substantially the same and have the same pattern of transfer (i.e., distinct days of service). These services are consumed as they are received, and the Company recognizes revenue each month using the variable consideration allocation exception because the nature of the obligations and the variability of the payment being based on the number of active members are aligned.

The Company's Client agreements generally have a term of one to three years for the Integrated Care segment. The majority of Clients have a term of one year and renew their contracts following their first year of services. Revenues are recognized when the Company satisfies its performance obligation to stand ready to provide virtual healthcare services which occurs when the Company's Clients and members have access to and obtain control of the virtual healthcare service or platform.

For contracts where revenue is generated on a per healthcare visit basis, revenues are recognized when the visits are completed as the Company has delivered on its stand ready obligation to provide access. For other revenue, which primarily includes virtual healthcare devices, the Company's performance obligation is satisfied when the equipment is provided to the Client and revenue is recognized at a point in time upon shipment.

The Company generally bills for virtual healthcare services on a monthly basis, in advance or in arrears depending on the service, with payment terms generally being 30 days. There are not significant differences between the timing of revenue recognition and billing. Consequently, the Company has determined that Client contracts do not include a financing component. Revenue is recognized in an amount that reflects the consideration that is expected in exchange for the service and for certain contracts include a variable transaction price as the number of members may vary from period to period. The Company estimates this amount based on historical experience.

The Company's contracts do not generally contain refund provisions for fees earned related to services performed.

Additionally, certain of the Company's contracts include Client performance guarantees and pricing adjustments that are based upon minimum member utilization and guarantees by the Company for specific service level performance, member satisfaction scores, cost savings or other value achievements or guarantees, and health outcome guarantees. Performance guarantees are estimated at each reporting period based on the Company's historical performance or other available information of the underlying criteria or the customer's specific performance as of that reporting date. Any estimated adjustments to the contract price for achieving or not achieving the performance guarantee are recognized as an adjustment to revenue in the period. For the years ended December 31, 2024, 2023, and 2022, revenue recognized from performance obligations for changes in estimated transaction price or Client performance guarantees was $5.9 million, $14.7 million, and $4.4 million, respectively.

The Company has elected the optional exemption to not disclose the remaining performance obligations of its contracts since the majority of its contracts have a duration of one year or less and the variable consideration expected to be received over the duration of the contract is allocated entirely to the wholly unsatisfied performance obligations.

For additional revenue, deferred revenue, deferred costs, and disclosures, refer to Note 3. "Revenue, Deferred Revenue, and Deferred Device and Contract Costs."

BetterHelp Segment

As it relates to the BetterHelp segment, users can purchase virtual therapy services for an access fee, generally on a monthly or weekly basis. For other wellness services, users can purchase access to their consumer application for a subscription fee, generally for a period of one year. BetterHelp also provides virtual therapy services to employers as part of employee assistance programs, with revenues recorded based on completion of visit.

The BetterHelp service provides for member refunds. The Company estimates the expected amount of refunds to be issued based on historical experience, which are recorded as a reduction of revenue. The Company issued refunds of approximately $84.0 million, $93.0 million, and $79.2 million for the years ended December 31, 2024, 2023, and 2022, respectively.

Deferred Revenue

Deferred revenue represents billed, but unrecognized revenue, and is comprised of fees received in advance of the delivery or completion of the services and amounts received in instances when revenue recognition criteria have not been met. The Company records deferred revenue when cash payments are received in advance of the Company's performance obligation to provide services. Deferred revenue is derived from: 1) upfront payments for a device, which is amortized ratably over the expected member enrollment period; 2) upfront payments for certain services where payment is required for future periods before the service is delivered to the member, which is recognized when the services are provided; and 3) upfront payments from third-party financing companies with whom the Company works to provide certain Clients with a rental option, which is recognized over the rental period. Deferred revenue that will be recognized during the next twelve-

month period is recorded as current deferred revenue and the remaining portion is recorded as non-current deferred revenue.

Deferred Device and Contract Costs

Deferred device costs consist of cost of inventory incurred in connection with delivery of services that are deferred and amortized over the shorter of the expected member enrollment period or the expected device life and recorded as cost of revenue.

Deferred contract costs represent the incremental costs of obtaining a contract with a Client if the Company expects to recover such costs. The primary example of the Company's costs to obtain a contract include incremental sales commissions to obtain contracts paid to its sales organization. A portion of these incremental costs to obtain Client contracts are deferred and then amortized on a straight-line basis over the period of benefit, which has been determined to be four years. The amounts subject to the services period are amortized in sales expense in the consolidated statement of operations.

Deferred device and contract costs that are to be amortized within twelve months are recorded to deferred device and contract costs, current within the line item Prepaid expenses and other current assets and the remainder is recorded to deferred device and contract costs, noncurrent within the line item Other assets on the Company's consolidated balance sheets.

Cost of Revenue (exclusive of depreciation and amortization, which are shown separately)

Cost of revenue (exclusive of depreciation and amortization, which are shown separately) primarily consists of fees paid to the physicians and other health professionals; product costs; costs incurred in connection with the THMG Association provider network operations and data center activities, which include employee-related expenses (including salaries and benefits, incentive compensation, and stock-based compensation) costs related to Client support; provider network operations center activities; medical records; magnetic resonance imaging; medical lab tests; translation; postage and medical malpractice insurance, and deferred device costs.

Technology and Development

Technology and development expenses include the costs of operating the Company's on-demand technology infrastructure that are not directly related to changes in revenue or volume of visits, including certain licensed applications, information technology infrastructure, security, and compliance. The technology and development line item also contains amounts charged to expense for research and development, which include costs of new product development, costs to add new features or improve reliability or scalability of existing applications, and other software development and engineering costs to the extent that they are not capitalized. The research and development expenses may enable future revenue growth but are not directly related to current revenues.

Technology and development expenses include personnel and related expenses (including salaries and benefits, incentive compensation, and stock-based compensation) for software engineering, information technology infrastructure, security and compliance, product development, and support for the Company's efforts to add new features and ensure the reliability and scalability of its existing solutions. Technology and development expenses also include outsourced software engineering services, the costs of operating the Company's on-demand technology infrastructure (whereas costs directly associated with changes in revenue are presented separately in cost of revenues), certain licensed applications, and stock-based compensation for its technology and development employees. The Company's technology and development expenses exclude certain allocations of occupancy expense, capitalized software development costs, and depreciation and amortization.

Research and Development Costs

Research and development costs include costs of new product development, costs to add new features or improve reliability or scalability of existing applications, and other software development and engineering costs to the extent that they are not capitalized. The research and development expenses may enable future revenue growth but are not directly related to changes in current revenues. Research and development costs are recorded as a component of technology and development in the Company's Consolidated Statements of Operations and Other Comprehensive Loss.

For the years ended December 31, 2024, 2023, and 2022, research and development costs of $89.1 million, $124.6 million, and $106.9 million, respectively, were recognized in the Company's Consolidated Statements of Operations and Other Comprehensive Loss in technology and development.

Cash and Cash Equivalents

Cash and cash equivalents consist of highly liquid investments with original maturities of three months or less from the date of purchase. The Company's cash and cash equivalents primarily consist of investments in money market funds. Cash and cash equivalents are stated at fair value.

Accounts Receivable and Allowance for Doubtful Accounts

Accounts receivable are recorded at the invoiced amount, net of allowances for doubtful accounts. The allowance for doubtful accounts reflects the Company's best estimate of expected losses inherent in the accounts receivable balance. The Company determines the allowance based on historical experience, specific account information, and other currently available evidence. Accounts receivable deemed uncollectable are charged against the allowance for doubtful accounts when identified.

Inventories

Inventories consist of purchased components for assembling welcome kits, refill kits, and replacement components for the Company's chronic care management solutions, and virtual health devices manufactured for sale or lease as part of the Company's hosted virtual healthcare platform solution. Inventories are stated at the lower of cost and net realizable value. The cost of inventories is computed using standard cost, which approximates actual cost, on a first-in, first-out basis. Inventory costs include direct materials, direct labor and contracting costs, certain indirect labor and manufacturing overhead, and inbound shipping charges. Inventories are assessed on a periodic basis for potentially obsolete and slow-moving inventory with write-downs being recorded when identified. Write-downs are measured as the difference between cost of the inventory and net realizable value based upon assumptions about future demand and obsolescence, and charged to cost of revenue (exclusive of depreciation and amortization, which are shown separately) in the accompanying consolidated statement of operations. At the point of the loss recognition, a new lower cost basis for that inventory is established, and subsequent changes in facts and circumstances do not result in the restoration or increase in that newly established cost basis.

Property and Equipment

Property and equipment are stated at cost less accumulated depreciation. Depreciation is recorded using the straight-line method over the estimated useful lives of the respective asset as follows:

Computer equipment	3 years
Furniture and equipment	5 years
Leasehold improvements	Shorter of the lease term or the estimated useful lives of the improvements
Rental equipment	4.3 years

Operating Leases

The Company accounts for its leases under the standards set forth under ASC Topic 842, "Leases". See Note 11. "Leases" for further information.

Leases of Hosted Virtual Healthcare Platform

The Company rents its hosted virtual healthcare platform for certain Clients under arrangements that qualify primarily as operating lease arrangements. The contracts include equipment consisting of virtual health devices which allow physicians access to the platform and there are multiple performance obligations where the Company determines the standalone selling prices based on overall selling prices and pricing objectives. In determining whether a transaction should be classified as a sales-type or operating lease, the Company considers whether: (1) ownership of the virtual healthcare device transfers to the lessee by the end of the term of the lease, (2) the lease grants the lessee an option to purchase the virtual healthcare device that the lessee is reasonably certain to exercise, (3) the lease term is for the major part of the

remaining useful life of the virtual healthcare device, (4) the present value of the sum of the lease payments equals or exceeds substantially all of the fair value of the virtual healthcare device, and (5) it is expected that there will be no alternative use for the virtual healthcare device at the end of the lease term.

The Company generally recognizes revenue for virtual healthcare devices as sales-type leases at a point in time upon shipment by the Client provided all other revenue recognition criteria have been met. For operating lease arrangements, revenue for the virtual healthcare device is recognized over the lease term and generally on a straight-line basis. For both sales-type and operating lease arrangement, revenue associated with virtual healthcare platform access is recognized over the lease term on a straight-line basis.

Rental Equipment

Equipment is assigned to the rental pool upon the execution of a sales leasing arrangement. Rental equipment assets are generally stated at cost, less accumulated depreciation and reflected in property and equipment, net. Depreciation of rental equipment is provided on a straight-line basis, over the estimated useful lives of the respective assets, which is generally 4.3 years and is charged to cost of revenues.

Maintenance and repairs are charged to expense as incurred while improvements are capitalized. When assets are retired or otherwise disposed of, the cost and accumulated depreciation are removed from the accounts, and any resulting gain or loss is reflected in the consolidated statement of operations in the period realized.

Capitalized Software Development Costs

Capitalized software development costs are included in intangible assets and are amortized on a straight-line basis over three to five years. For the Company's development costs related to its software development tools that enable its members and providers to interact, the Company capitalizes costs incurred during the application development stage. Costs related to maintenance activities are expensed as incurred.

Goodwill

Goodwill represents the excess of the total purchase consideration over the fair value of the identifiable assets acquired and liabilities assumed in a business combination. Goodwill is not amortized but is tested for impairment at the reporting unit level annually on October 1 or more frequently if events or changes in circumstances indicate that it is more likely than not to be impaired. These events include: (i) severe adverse industry or economic trends; (ii) significant company-specific actions, including exiting an activity in conjunction with restructuring of operations; (iii) current, historical or projected deterioration of our financial performance; or (iv) a sustained decrease in the Company's market capitalization, as indicated by its publicly quoted share price. As of December 31, 2024, the Company operates as two reporting units under the guidance in ASC 350, "Intangibles- Goodwill and Other," the Teladoc Health Integrated Care reporting unit and the BetterHelp reporting unit.

When testing goodwill for impairment, the Company has the option of first performing a qualitative assessment to determine whether it is more likely than not that the fair value of its reporting units is less than its carrying amount. If the Company elects to bypass the qualitative assessment, or if a qualitative assessment indicates it is more likely than not that carrying value exceeds its fair value, the Company performs a quantitative goodwill impairment test. Under the quantitative goodwill impairment test, if the Company's reporting unit's carrying amount exceeds its fair value, the Company will record an impairment charge based on that difference.

To determine reporting unit fair value as part of the quantitative test, the Company uses the income approach, the market approach, or a weighting of the fair values derived from both approaches. Under the income approach, the Company projects its future cash flows and discount these cash flows to reflect their relative risk. The cash flows used are consistent with those the Company uses in its internal planning, which reflects actual business trends experienced and its long-term business strategy. As such, key estimates and factors used in this method include, but are not limited to, revenue, margin and operating expense growth rates; as well as a discount rate and a terminal growth rate.

Under the market approach, the Company uses the guideline company method to develop valuation multiples and compare the Company's reporting unit to similar publicly traded companies. In order to further validate the reasonableness of fair value as determined by the income and market approaches described above, a reconciliation to market capitalization is then performed by estimating a reasonable control premium and other market factors. Future changes in the judgments, assumptions and estimates that are used in the impairment testing for goodwill could result in significantly different estimates of fair value.

Other Intangible Assets

Other intangible assets include client relationships, acquired technology, and trademarks resulting from business acquisitions as well as capitalized software development costs. The Company amortizes these definite-lived intangible assets over their estimated useful lives and review the estimated useful lives on a quarterly basis to determine if the period of economic benefit has changed. Customer relationships are amortized over a period of two to 20 years in relation to expected future cash flows. Acquired technology is amortized over four to seven years using the straight-line method. Capitalized software development costs are amortized over three to five years using the straight-line method.

Definite-lived intangible assets are re-evaluated whenever events or changes in circumstances indicate that their estimated useful lives may require revision and/or carrying value of the related asset group may not be recoverable by its projected undiscounted cash flows. If the carrying value of the asset group is determined to be unrecoverable, an impairment charge would be recognized in an amount equal to the amount by which the carrying value of the asset group exceeds its fair value.

Convertible Senior Notes

The Company's convertible senior notes are fully accounted for and carried as liabilities, net of debt discounts on the Company’s Consolidated Balance Sheets following its adoption of FASB Accounting Standards Update ("ASU") 2020-06, "Debt—Debt with Conversion and Other Options (Subtopic 470-20) and Derivatives and Hedging—Contracts in Entity’s Own Equity (Subtopic 815-40): Accounting for Convertible Instruments and Contracts in an Entity’s Own Equity.”

The Company adopted ASU 2020-06 as of January 1, 2022, under the modified retrospective transition method, and, accordingly, its prior period financial statements were not restated. Upon adoption of ASU 2020-06, the conversion feature of the Company’s convertible senior notes is no longer reported as a component of equity. Instead, the previously-separated equity component is now combined with the liability component, thereby eliminating the amortization of the debt discount arising from the conversion option separation model. To reflect the adoption of ASU 2020-06, the Company recorded an increase to convertible senior notes of $306.3 million and decreases to additional paid-in capital, accumulated deficit and net deferred tax liabilities of $363.7 million, $72.7 million, and $15.3 million, respectively, as of January 1, 2022.

Stock-Based Compensation

Stock-based compensation for stock options and restricted stock units (“RSUs”) granted is measured based on the grant-date fair value of the awards and recognized on a straight-line basis over the period during which the employee is required to perform services in exchange for the award (generally the vesting period of the award). The Company estimates the fair value of employee stock options using the Black-Scholes option-pricing model. Stock-based compensation for performance stock units (“PSUs”) granted is measured based on the grant-date fair value of the awards and recognized on an accelerated tranche by tranche basis over the period during which the employee is required to perform services in exchange for the award (generally the vesting period of the award). The ultimate number of PSUs that are issued to an employee is the result of the actual performance under the terms of the awards at the end of the performance period compared to the performance targets and generally range from 0% to 200% of the initial grant. The Company recognizes forfeitures of share-based awards as they occur.

The Company’s Employee Stock Purchase Plan (“ESPP”) permits eligible employees to purchase common stock at a discount through payroll deductions during defined offering periods. Under the ESPP, the Company may specify offerings with durations of not more than 27 months and may specify shorter purchase periods within each offering. Each offering will have one or more purchase dates on which shares of its common stock will be purchased for employees participating in the offering. An offering may be terminated under certain circumstances. The price at which the stock is purchased is equal to the lower of 85% of the fair market value of the common stock at the beginning of an offering period or on the date of purchase.

Income Taxes

The Company’s provision for income taxes, deferred tax assets and liabilities, and liabilities for unrecognized tax benefits reflect management's best assessment of estimated current and future taxes to be paid. The objectives for accounting for income taxes, as prescribed by the relevant accounting guidance, are to recognize the amount of taxes

payable or refundable for the current year and deferred tax assets and liabilities for future tax consequences of events that have been recognized in the financial statements. Deferred income taxes reflect the tax effect of temporary differences between asset and liability amounts that are recognized for financial reporting purposes and the amounts that are recognized for income tax purposes. These deferred taxes are measured by applying currently enacted tax laws. Deferred tax assets and liabilities are measured using enacted tax rates expected to apply to taxable income in the years in which those temporary differences are expected to be recovered or settled. The effect on deferred tax assets and liabilities of a change in tax rates is recognized in income in the period that includes the enactment date.

The Company recognizes the tax benefit from an uncertain tax position only if it is more likely than not that the tax position will be sustained on examination by taxing authorities, including resolution of any related appeals or litigation processes, based on the technical merits of the position. The assumptions about future tax consequences require significant judgment and variations in the actual outcome of these consequences could materially impact the Company's results of operations. The Company recognizes tax liabilities based on estimates of whether additional taxes and interest will be due. The Company adjusts these liabilities when its judgment changes as a result of the evaluation of new information not previously available. Because of the complexity of some of these uncertainties, the ultimate resolution may result in a payment that is materially different from the Company's current estimate of the tax liabilities. Interest and penalties, if any, related to accrued liabilities for potential tax assessments are included in income tax expense.

Valuation allowances are recorded to reduce deferred tax assets when it is more likely than not that a tax benefit will not be realized. Determination of valuation allowances recorded against deferred tax assets requires significant judgment and use of assumptions, including past operating results, estimates of future taxable income and the feasibility of tax planning strategies. To the extent that new information becomes available which causes the Company to change its judgment regarding the adequacy of existing valuation allowances, such changes to tax liabilities will impact income tax expense in the period in which such determination is made.

The Company's policy is to include interest and penalties related to unrecognized tax benefits as a component of tax expense.

Foreign Currency Translation

Assets and liabilities of operations having non-U.S. dollar functional currencies are translated at year-end exchange rates, and income statement accounts are translated at weighted average exchange rates for the year. Gains or losses resulting from translating foreign currency financial statements are reflected in accumulated other comprehensive loss, a separate component of shareholders' equity.

Net Loss Per Share

Basic net loss per share is computed by dividing the net loss by the weighted-average number of shares of common stock of the Company outstanding during the period. Diluted net loss per share is computed by giving effect to all potential shares of common stock, including outstanding stock options and convertible notes, to the extent dilutive. Basic and diluted net loss per share was the same for each period presented as the inclusion of all potential shares of common stock outstanding would have been anti-dilutive.

Third-party Advertising and Marketing Expenses

Third-party advertising and marketing expenses are expensed as incurred and predominately relate to the BetterHelp segment and, to a lesser extent, communications and campaigns to the Integrated Care segment's Clients and members. For the years ended December 31, 2024, 2023, and 2022, advertising expenses were $594.4 million, $613.9 million, and $503.9 million, respectively.

Concentrations of Risk

The Company's financial instruments that are exposed to concentrations of credit risk consist primarily of cash and cash equivalents and accounts receivable. Although the Company deposits its cash with multiple financial institutions in the U.S. and in foreign countries, its deposits, at times, may exceed federally insured limits. The Company's cash equivalents are primarily invested in institutional money market funds.

No customer represented over 10% of consolidated revenue for the years ended December 31, 2024, 2023, or 2022. For the Integrated Care Segment, a significant portion of its revenue is derived from large enterprises, mainly health plans. Revenue from the five largest customers was 31% and 34% of total Integrated Care segment revenue for the years

ended December 31, 2024 and 2023, respectively. For further information, see “Risk Factors—Risks Related to Our Business and Industry—We operate in a competitive industry, and if we are not able to compete effectively, our business, financial condition, and results of operations will be harmed,” “—A significant portion of our revenue comes from a limited number of Clients, the loss of which could have a material adverse effect on our business, financial condition and results of operations” included elsewhere in this Annual Report on Form 10-K.

For the BetterHelp segment, there is no significant concentration risk as substantially all revenue is generated from individuals in the direct-to-consumer market.

Seasonality

The Company’s business has historically been subject to seasonality. In the Company’s Integrated Care segment, a concentration of the Company’s new Client contracts have an effective date of January 1 as a result of many Clients’ introduction of new services at the start of each year. Therefore, while membership increases, utilization and enrollment rates are dampened until service delivery ramps up over the course of the year. In addition, as a result of seasonal cold and flu trends, the Company historically has experienced its highest level of visit and other fees revenue during the first and fourth quarters of each year.

Due to the higher cost of customer acquisition during the end of year holiday season, the Company’s BetterHelp segment has historically reduced marketing activity during the fourth quarter. As a result of this dynamic the Company has typically experienced fewer new member additions and strong operating income performance in the fourth quarter. Conversely, as marketing activity typically resumes at the start of the year the Company typically experiences weak operating income performance during the first quarter as new customer acquisition and revenue growth lags marketing spend.

Reclassifications

Certain prior year amounts have been reclassified to conform to the current year presentation.

Recently Adopted Accounting Standards

In November 2023, the FASB issued ASU 2023-07, “Segment Reporting (Topic 280)—Improvements to Report Segment Disclosures” which updates reportable segment disclosure requirements primarily through enhanced disclosures about significant segment expenses so that investors can better understand an entity’s overall performance. The amendments are effective for annual reporting periods beginning after December 15, 2023, and interim periods, beginning after December 15, 2024, with early adoption permitted. The provisions of ASU 2023-07 are to be applied retrospectively to all periods presented in the financial statements, unless it is impracticable. The segment expense categories and amounts disclosed in the prior periods are based on the significant segment expense categories identified and disclosed in the period of adoption. The Company implemented the requirements of ASU 2023-07 in Note 18. "Segments."

Recently Issued Accounting Standards

In December 2023, the FASB issued ASU No. 2023-09, “Income Taxes (Topic 740): Improvement to Income Tax Disclosures" to enhance the transparency and decision usefulness of income tax disclosures through expansion of disclosures in an entity’s income tax rate reconciliation table and regarding cash taxes paid both in the U.S. and foreign jurisdictions. ASU 2023-09 is effective for annual periods beginning after December 15, 2024 on a prospective basis with early adoption permitted. The Company is currently evaluating the impact of this accounting standard update on its financial disclosures.

In November 2024, the FASB issued ASU No. 2024-03, “Income Statement-Reporting Comprehensive Income-Expense Disaggregation Disclosures (Subtopic 220-40): Disaggregation of Income Statement Expenses.” ASU 2024-03 requires a public business entity (“PBE”) to disclose information in the notes to financial statements about purchases of inventory, employee compensation, depreciation, intangible asset amortization, and depletion for each income statement line item that contains those expenses. Entities would also have to disclose other specific expenses, gains, or losses that are already required to be disclosed under GAAP in this same disclosure, a qualitative description of the amounts remaining that are not separately disaggregated quantitatively, and the total amount of selling expenses, as well as the PBE’s definition of selling expenses. In January 2025, the FASB Issued ASU No. 2025-01, "Income Statement—Reporting Comprehensive Income—Expense Disaggregation Disclosures (Subtopic 220-40)," which clarified that ASU 2024-03 is effective public business entities for annual reporting periods beginning after December 15, 2026 and interim reporting

periods within annual reporting periods beginning after December 15, 2027. Implementation of ASU 2024-03 may be applied prospectively or retrospectively. The application of this new guidance is not expected to have a material impact on the Company's financial statements, as the guidance pertains only to disclosures.

Note 3. Revenue, Deferred Revenue, and Deferred Device and Contract Costs

The Company generates access fees from Clients, as well as individual paying users, accessing the THMG Association professional provider network, hosted virtual healthcare platform, and chronic care management platforms. Visit fee revenue is generated for general medical, expert medical service, and other specialty visits and is reported as a component of other revenue. Revenue associated with virtual healthcare device equipment sales included with the Company's hosted virtual healthcare platform is also reported in other revenue.

The following table presents the Company's revenues disaggregated by revenue source, geography, and segment (in thousands):

	Year Ended December 31,		
	2024	2023	2022
Revenue by Type			
Access fees	$ 2,215,220	$ 2,282,521	$ 2,103,814
Other	354,354	319,894	303,026
Total Revenue	$ 2,569,574	$ 2,602,415	$ 2,406,840
Revenue by Geography			
U.S. Revenue	$ 2,159,959	$ 2,237,533	$ 2,101,015
International Revenue	409,615	364,882	305,825
Total Revenue	$ 2,569,574	$ 2,602,415	$ 2,406,840
Revenue by Segment			
Integrated Care	$ 1,528,870	$ 1,468,794	$ 1,373,900
BetterHelp	1,040,704	1,133,621	1,019,646
Other (1)	—	—	13,294
Total Revenue	$ 2,569,574	$ 2,602,415	$ 2,406,840

(1) Other reflects certain revenues not related to ongoing segment operations.

Deferred Revenue

For certain services, payment is required for future periods before the service is delivered to the member. The Company records deferred revenue when cash payments are received in advance of the Company's performance obligation to provide services.

The following table summarizes deferred revenue activities for the periods presented (in thousands):

	Year Ended December 31,	
	2024	2023
Beginning balance	$ 109,282	$ 113,786
Cash collected	66,262	87,683
Revenue recognized	(86,462)	(92,187)
Ending balance	$ 89,082	$ 109,282

The Company expects to recognize $77.1 million and $10.0 million of revenue in 2025 and 2026, respectively, related to future performance obligations that are unsatisfied or partially unsatisfied as of December 31, 2024.

Deferred Device and Contract Costs

Deferred device and contract costs are classified as a component of prepaid expenses and other current assets or other assets, depending on term, and consisted of the following (in thousands):

	As of December 31, 2024	As of December 31, 2023
Deferred device and contract costs, current	$ 33,188	$ 32,703
Deferred device and contract costs, non-current	17,057	17,573
Total deferred device and contract costs	$ 50,245	$ 50,276

Deferred device and contract costs were as follows (in thousands):

	Deferred Device and Contract Costs
Beginning balance as of December 31, 2023	$ 50,276
Additions	47,925
Cost of revenue recognized	(47,956)
Ending balance as of December 31, 2024	$ 50,245

Note 4. Inventories

Inventories consisted of the following (in thousands):

	As of December 31, 2024	As of December 31, 2023
Raw materials and purchased parts	$ 14,459	$ 9,338
Work in process	600	299
Finished goods	23,079	19,876
Total inventories	$ 38,138	$ 29,513

Note 5. Prepaid Expenses and Other Current Assets

Prepaid expenses and other current assets consisted of the following (in thousands):

	As of December 31, 2024	As of December 31, 2023
Prepaid expenses	$ 67,471	$ 65,651
Deferred device and contract costs, current	33,188	32,703
Other receivables	9,809	12,640
Other current assets	2,828	7,443
Total prepaid expenses and other current assets	$ 113,296	$ 118,437

Note 6. Goodwill

Goodwill consisted of the following (in thousands):

	Integrated Care	BetterHelp	Total
Balance as of December 31, 2022 and 2023	—	1,073,190	1,073,190
Impairment	—	(790,000)	(790,000)
Balance as of December 31, 2024	$ —	$ 283,190	$ 283,190

Goodwill as of December 31, 2024 is net of accumulated impairment charges of $14.2 billion, of which $12.3 billion was recognized in the year ended December 31, 2022 prior to the Company reorganizing its reporting structure to include two reportable segments on October 1, 2022. $1.1 billion was recognized in the year ended December 31, 2022 on the goodwill assigned to the Integrated Care segment, and $0.8 billion was recognized on the goodwill assigned to the BetterHelp segment in the year ended December 31, 2024.

As a result of sustained decreases in the Company's publicly quoted share price and market capitalization as well as changes in the operating results of the BetterHelp reporting unit, the Company conducted an interim test of its goodwill, definite-lived intangibles, and other long-lived assets at June 30, 2024. Following this test, the Company did not identify an impairment to its definite-lived intangible assets or other long-lived assets, but recorded a $790.0 million non-deductible, non-cash goodwill impairment charge in the the year ended December 31, 2024.

The Company's June 30, 2024 goodwill impairment testing was performed using a discounted cash flow method under the income approach. Unlike in prior testing, the Company did not utilize the market approach because of limited availability of relevant comparable company information. The Company believes using only the income approach for this impairment test was appropriate as it most directly reflects its future growth and profitability expectations. For the Company's June 30, 2024 impairment testing, the Company reduced its estimated future cash flows related to its BetterHelp reporting unit used in the impairment assessment, including revenues and margin, to reflect its best and most recent estimates at this time. The Company also updated certain significant inputs into the valuation models including the discount rate, which increased to 15%, reflecting, in part, higher interest rates. The Company's updates to its discount rate and estimated future cash flows each had a significant impact to the estimated fair value of the reporting unit.

At October 1, 2024, the Company performed its annual test of goodwill impairment using a quantitative analysis. The Company determined that the BetterHelp reporting unit's fair value exceeded its carrying value by a significant margin, while the Integrated Care reporting unit's fair value was less than its carrying value. Since the BetterHelp reporting unit's fair value exceeded its carrying value and the Integrated Care reporting unit carries no goodwill at October 1, 2024, no impairment was recorded.

On January 31, 2025, the Company signed a definitive agreement to acquire Catapult Health, LLC ("Catapult Health") that is expected to close during the three months ending March 31, 2025. Following the closing of the acquisition, Catapult Health will be included in the Integrated Care segment. Concurrent with the closing of the acquisition of Catapult Health, some or all of the goodwill associated with the acquisition may be immediately impaired, depending on the Integrated Care segment's then-current fair value. See Note 19. "Subsequent Events" for further information regarding the Catapult Health acquisition.

During the year ended December 31, 2022, the Company experienced triggering events due to sustained decreases in its share price, prompting impairment assessments of goodwill and long-lived assets including definite-lived intangibles as of March 31, 2022 and again as of June 30, 2022.

As of March 31, 2022, the Company updated the projected long-range cash flows used in the impairment assessment, including revenues, margin, and capital expenditures to reflect current conditions. Other changes in valuation assumptions included increases in interest rates and market volatility, resulting in a higher discount rate, and selection of lower revenue multiples based upon an assessment of a relevant peer group. As a result of this review, the Company did not identify an impairment to its definite-lived intangible assets or other long-lived assets, but the Company recorded a $6.6 billion non-deductible goodwill impairment charge in the quarter ended March 31, 2022. The non-cash charge had no impact on the provision for income taxes.

As of June 30, 2022, the Company updated valuation assumptions. The discount rate was increased for a company risk premium to reflect the current perception of risks of achieving projected cash flows and, to a lesser extent, to reflect further increases in interest rates and market volatility. Additionally, revenue market multiples were lowered based upon an updated analysis of a consistent peer group. The assessment did not result in an impairment of definite-lived intangible assets or other long-lived assets but resulted in an additional $3.0 billion non-deductible goodwill impairment charge. The non-cash charge had no impact on the provision for income taxes.

On October 1, 2022, the Company reorganized its reporting structure to include two reportable segments, Integrated Care and BetterHelp, which also represent reporting units for purposes of assessing goodwill. The Company performed its annual impairment test consistent with the rules set forth under ASC 350, "Intangibles—Goodwill and Other," performing an initial test on its then-existing reporting unit. The impairment test utilized the Company's latest

estimates of projected cash flows, including revenues, margin, and capital expenditures, as well as current market assumptions for the discount rate and revenue multiples, to reflect current market conditions and risk assessments. Based on the result of the impairment test, the Company recognized an additional $2.6 billion non-deductible goodwill impairment charge, driven significantly by a decline in projected cash flows. Following this impairment, the Company reassigned the remaining $2.2 billion to its new reporting units using a relative fair value allocation approach. The Company performed tests of the asset groups identified for the purposes of testing the recoverability of each reporting unit's definite-lived intangibles and other long-lived assets, which was passed by a significant margin. Lastly, a post allocation goodwill impairment test on each of the reporting units was performed, the result of which was the recognition of an additional $1.1 billion of impairment on the goodwill assigned to the Company's Teladoc Health Integrated Care reporting unit. The $3.8 billion non-cash charges had no impact on the provision for income taxes.

Both of the impairment assessments in the first half of 2022 reflected a 75%/25% allocation between the income and market approaches. The Company believed the 75% weighting to the income approach was the most appropriate at the time as it more directly reflected the Company's future growth and profitability expectations. The table below indicates changes in the most significant inputs to the Company's impairment analysis on each testing date related to those triggering events and the annual impairment test.

Testing Dates	Reporting Unit	Discount Rate	Peer Group Revenue Multiples (Current Year/Subsequent Year)	Excess of Reporting Unit Fair Value over Carrying Value
March 31, 2022	Consolidated	12.0%	3.5x/3.0x	None
June 30, 2022	Consolidated	16.0%	2.0x/1.8x	None
October 1, 2022	Consolidated, Pre-reassignment	12.5%	1.65x/1.5x	None, Pre-reassignment
October 1, 2022	Teladoc Health Integrated Care	12.0%	1.2x/1.0x	No remaining goodwill
October 1, 2022	BetterHelp	13.5%	1.6x/1.3x	Significant amount

Note 7. Property and Equipment, Net

Property and equipment, net, consisted of the following (in thousands):

	As of December 31,	
	2024	2023
Computer equipment	$ 42,868	$ 35,992
Furniture and equipment	16,143	14,661
Leasehold improvement	25,332	24,293
Rental equipment	15,897	15,106
Construction in progress	603	1,719
Total	100,843	91,771
Accumulated depreciation	(71,356)	(59,739)
Property and equipment, net	$ 29,487	$ 32,032

Note 8. Intangible Assets, Net and Certain Cloud Computing Costs

Intangible assets, net consisted of the following (dollars in thousands):

	Useful Life	Gross Value	Accumulated Amortization	Net Carrying Value	Weighted Average Remaining Useful Life (Years)
December 31, 2024					
Client relationships	2 to 20 years	$ 1,453,811	$ (490,426)	$ 963,385	11.6
Trademarks	2 to 15 years	324,229	(263,671)	60,558	5.8
Software	3 to 5 years	575,106	(293,588)	281,518	2.1
Acquired technology	4 to 7 years	341,563	(215,664)	125,899	2.8
Intangible assets, net		$ 2,694,709	$ (1,263,349)	$ 1,431,360	8.7
December 31, 2023					
Client relationships	2 to 20 years	$ 1,460,857	$ (391,196)	$ 1,069,661	12.5
Trademarks	2 to 15 years	325,479	(189,330)	136,149	6.9
Software	3 to 5 years	456,583	(161,108)	295,475	2.5
Acquired technology	4 to 7 years	341,814	(165,318)	176,496	3.7
Intangible assets, net		$ 2,584,733	$ (906,952)	$ 1,677,781	9.3

The following table presents the Company's amortization of intangible assets expense by component (in thousands):

	Year Ended December 31,		
	2024	2023	2022
Amortization of acquired intangibles	$ 230,328	$ 242,976	$ 198,522
Amortization of capitalized software development costs	133,037	82,957	46,098
Amortization of intangible assets expense	$ 363,365	$ 325,933	$ 244,620

During the second half of the year ended December 31, 2023, the Company initiated a strategy to transition the majority of its chronic condition management Clients and members to the Teladoc Health brand on a phased basis, with a smaller subset continuing to be served under the Livongo trade name beyond 2024. In connection with the brand strategy, the Company accelerated the amortization of intangible assets that are associated with the Livongo trademark, increasing amortization of intangible assets expense beginning in the second half of the year ended December 31, 2023 and continuing through the year ended December 31, 2024, with corresponding reductions thereafter.

In the year ended December 31, 2022, the Company recognized impairments of capitalized software of the full value associated with certain international product programs totaling $9.9 million. This value was reported in amortization on the Company’s Consolidated Statement of Operations and Other Comprehensive Loss.

Periodic amortization of intangible assets that will be charged to expense over the remaining life of the intangible assets as of December 31, 2024 was as follows (in thousands):

Years Ending December 31,	
2025	$ 313,626
2026	257,918
2027	186,985
2028	103,391
2029 and thereafter	569,440
	$ 1,431,360

Refer to Note 6. “Goodwill” for the results of impairment testing of the Company’s intangible assets, including goodwill.

Net cloud computing costs, which are primarily related to the implementation of the Company's customer relationship management and enterprise resource planning systems, are recorded in "Other assets" within the Company's Consolidated Balance Sheets. As of December 31, 2024 and 2023, those costs were $44.8 million and $41.1 million, respectively. The associated expense for cloud computing costs, which is recorded in general and administration expense, was $5.7 million and $3.7 million for the years ended December 31, 2024 and 2023, respectively. The capitalized cloud computing implementation costs are amortized over the shorter of the term of the related cloud computing arrangement or the period of benefit from the right to access the hosted software. The amortization period will be periodically reassessed to determine if it continues to be reasonable.

Note 9. Accrued Expenses and Other Current Liabilities

Accrued expenses and other current liabilities consisted of the following (in thousands):

	As of December 31, 2024	As of December 31, 2023
Marketing and advertising	$ 44,057	$ 34,427
Client performance guarantees and accrued rebates	36,865	36,934
Franchise, sales and other taxes	28,112	12,933
Consulting fees/provider fees	18,974	16,416
Operating lease liabilities—current	10,337	10,752
Information technology	10,147	7,605
Professional fees	9,358	9,910
Insurance	7,653	5,777
Lease abandonment obligation—current	5,036	3,800
Staff augmentation	2,708	4,287
Interest payable	1,483	1,481
Other	27,427	34,312
Total	$ 202,157	$ 178,634

Note 10. Convertible Senior Notes

Outstanding Convertible Senior Notes

As of December 31, 2024, the Company had three series of convertible senior notes outstanding. The issuances of such notes originally consisted of (i) $1.0 billion aggregate principal amount of 1.25% convertible senior notes due 2027 (the “2027 Notes”), issued on May 19, 2020 for net proceeds to the Company of $975.9 million after deducting offering costs of approximately $24.1 million, (ii) $287.5 million aggregate principal amount of 1.375% convertible senior notes due 2025 (the “2025 Notes”), issued on May 8, 2018 for net proceeds to the Company of $279.1 million after deducting offering costs of approximately $8.4 million, and (iii) $550.0 million aggregate principal amount of 0.875% convertible senior notes due 2025 that were issued by Livongo Health, Inc. ("Livongo") on June 4, 2020 for which the Company agreed to assume all of Livongo’s rights and obligations (the “Livongo Notes” and together with the 2027 Notes and the 2025 Notes, the “Notes”).

The following table presents certain terms of the Notes that were outstanding as of December 31, 2024:

	2027 Notes	2025 Notes	Livongo Notes
Principal Amount Outstanding as of December 31, 2024 (in thousands)	$ 1,000,000	$ 725	$ 550,000
Interest Rate Per Year	1.25 %	1.375 %	0.875 %
Fair Value as of December 31, 2024 (in thousands) (1)	$ 875,000	$ 587	$ 535,700
Fair Value as of December 31, 2023 (in thousands) (1)	$ 822,000	$ 291	$ 513,700
Maturity Date	June 1, 2027	May 15, 2025	June 1, 2025
Optional Redemption Date	June 5, 2024	May 22, 2022	June 5, 2023
Conversion Date	December 1, 2026	November 15, 2024	March 1, 2025
Conversion Rate Per $1,000 Principal Amount as of December 31, 2024	4.1258	18.6621	13.94
Remaining Contractual Life as of December 31, 2024	2.4 years	0.4 years	0.4 years

(1) The Notes would be classified as Level 2 within the fair value hierarchy, as defined in Note 2. “Summary of Significant Accounting Policies.”

All of the Notes are unsecured obligations of the Company and rank senior in right of payment to the Company’s indebtedness that is expressly subordinated in right of payment to such Notes; equal in right of payment to the Company’s liabilities that are not so subordinated; effectively junior in right of payment to any of the Company’s secured indebtedness to the extent of the value of the assets securing such indebtedness; and structurally junior to all indebtedness and other liabilities incurred by the Company’s subsidiaries.

Holders may convert all or any portion of their Notes in integral multiples of $1,000 principal amount, at their option, at any time prior to the close of business on the business day immediately preceding the applicable conversion date only under the following circumstances:

- during any quarter (and only during such quarter), if the last reported sale price of the shares of the Company’s common stock for at least 20 trading days (whether or not consecutive) during a period of 30 consecutive trading days ending on the last trading day of the immediately preceding quarter is greater than or equal to 130% of the conversion price for the applicable Notes on each applicable trading day;
- during the five business day period after any 10 consecutive trading day period (or five consecutive trading day period in the case of the Livongo Notes) in which the trading price was less than 98% of the product of the last reported sale price of Company’s common stock and the conversion rate for the applicable Notes on each such trading day;
- upon the occurrence of specified corporate events described under the applicable indenture; or
- if the Company calls the applicable Notes for redemption, at any time until the close of business on the second business day immediately preceding the redemption date.

On or after the applicable conversion date, until the close of business on the second scheduled trading day immediately preceding the maturity date, holders may convert all or any portion of such Notes, regardless of the foregoing circumstances.

The 2027 Notes and the 2025 Notes are convertible into shares of the Company’s common stock at the applicable conversion rate shown in the table above. Upon conversion, the Company will pay or deliver, as the case may be, cash, shares of the Company’s common stock or a combination thereof, at the Company’s election. If the Company elects to satisfy the conversion obligation solely in cash or through payment and delivery, as the case may be, of a combination of cash and shares of the Company’s common stock, the amount of cash and shares of the Company’s common stock due upon conversion will be based on a daily conversion value calculated on a proportionate basis for each trading day in a 25 consecutive trading day observation period.

The Livongo Notes are convertible at the applicable conversion rate shown in the table above into "units of reference property," each of which is comprised of 0.592 of a share of the Company's common stock and $4.24 in cash, without interest. Upon conversion, the Company will pay or deliver, as the case may be, cash, units of reference property, or a combination thereof, at the Company's election. If the Company elects to satisfy the conversion obligation solely in cash or through payment and delivery, as the case may be, of a combination of cash and units of reference property, the amount of cash and units of reference property, if any, due upon conversion will be based on a daily conversion value calculated on a proportionate basis for each trading day in a 40 consecutive trading day observation period.

For each Note series, the Company may redeem for cash all or part of the Notes, at its option, on or after the applicable optional redemption date shown in the table above (and prior to the 41st scheduled trading day immediately preceding the maturity date in the case of the Livongo Notes) if the last reported sale price of its common stock exceeds 130% of the conversion price then in effect for at least 20 trading days (whether or not consecutive) during any 30 consecutive trading days ending on, and including, the trading day immediately preceding the date on which the Company provides notice of the redemption. The redemption price will be the principal amount of the Notes to be redeemed, plus accrued and unpaid interest, if any. In addition, calling any 2027 Note or 2025 Note for redemption on or after the applicable optional redemption date will constitute a make-whole fundamental change with respect to that Note, in which case the conversion rate applicable to the conversion of that Note, if it is converted in connection with the redemption, will be increased in certain circumstances as described in the applicable indenture. If the Company undergoes a fundamental change (as defined in the applicable indenture) at any time prior to the maturity date of the Livongo Notes, holders will have the right, at their option, to require the Company to repurchase for cash all or any portion of their Livongo Notes at a fundamental change repurchase price equal to 100% of the principal amount of the Livongo Notes to be repurchased, plus accrued and unpaid interest to, but excluding, the fundamental change repurchase date.

The Company accounts for each Note series at amortized cost within the liability section of its Consolidated Balance Sheets. The Company has reserved an aggregate of 8.7 million shares of common stock for the Notes.

The net carrying values of the Notes consisted of the following (in thousands):

	As of December 31, 2024	As of December 31, 2023
2025 Notes		
Principal	$ 725	$ 725
Less: Debt discount (1)	(2)	(4)
Net carrying amount	723	721
Livongo Notes		
Principal	550,000	550,000
Less: Debt discount (1)	—	—
Net carrying amount	550,000	550,000
2027 Notes		
Principal	1,000,000	1,000,000
Less: Debt discount (1)	(8,582)	(12,033)
Net carrying amount	991,418	987,967
Total net carrying amount	$ 1,542,141	$ 1,538,688
Convertible senior notes, net—current	$ 550,723	$ —
Convertible senior notes, net—non-current	991,418	1,538,688
Total net carrying amount	$ 1,542,141	$ 1,538,688

(1) Included in the accompanying Consolidated Balance Sheets within Convertible senior notes, net—current and Convertible senior notes, net—non-current and amortized to interest expense over the expected life of the Notes using the effective interest rate method.

The following table sets forth total interest expense recognized related to the Notes (in thousands):

2025 Notes	Year Ended December 31, 2024	2023	2022
Contractual interest expense	$ 10	$ 10	$ 10
Amortization of debt discount	3	3	3
Total	$ 13	$ 13	$ 13
Effective interest rate	1.8 %	1.8 %	1.8 %

Livongo Notes	Year Ended December 31, 2024	2023	2022
Contractual interest expense	$ 4,813	$ 4,813	$ 4,813
Amortization of debt discount	—	—	—
Total	$ 4,813	$ 4,813	$ 4,813
Effective interest rate	0.9 %	0.9 %	0.9 %

2027 Notes	Year Ended December 31, 2024	2023	2022
Contractual interest expense	$ 12,500	$ 12,500	$ 12,500
Amortization of debt discount	3,451	3,396	3,342
Total	$ 15,951	$ 15,896	$ 15,842
Effective interest rate	1.6 %	1.6 %	1.6 %

Note 11. Leases

Operating Leases

The Company has operating leases for facilities, hosting co-location facilities, and certain equipment under non-cancelable leases in the U.S. and various international locations. The leases have remaining lease terms of less than one to eight years, with options to extend the lease term from one to five years. At the inception of an arrangement, the Company determines whether the arrangement is, or contains, a lease based on the terms covering the right to use property, plant, or equipment for a stated period of time. For new and amended leases beginning in 2020 and after, the Company separately allocates the lease (e.g., fixed lease payments for right-to-use land, building, etc.) and non-lease components (e.g., common area maintenance) for its leases. The components of lease expense reflected in the consolidated statements of operations were as follows (in thousands):

Lease cost	Year Ended December 31, 2024	2023	2022
Operating lease cost	$ 13,259	$ 15,458	$ 18,473
Short-term lease cost	—	—	162
Total lease cost	$ 13,259	$ 15,458	$ 18,635

In determining the present value of the lease payments, the Company has elected to utilize its incremental borrowing rate based on the original lease term and not the remaining lease term. Supplemental information related to operating leases was as follows (dollars in thousands):

	Year Ended December 31,		
Consolidated Statements of Cash Flows	**2024**	**2023**	**2022**
Operating cash flows used for operating leases	$ 13,957	$ 16,265	$ 16,854
Operating lease liabilities arising from obtaining right-of-use assets	$ 2,108	$ 14,437	$ 3,748
Other Information			
Weighted-average remaining lease term (in years)	4.98	5.54	5.55
Weighted-average discount rate	6.37 %	6.33 %	6.08 %

The Company leases office space under non-cancelable operating leases in the U.S. and various international locations. The future minimum lease payments under non-cancelable operating leases were as follows (in thousands):

Operating Leases:	**As of December 31, 2024**
2025	$ 12,582
2026	10,709
2027	7,627
2028	5,686
2029	4,985
2030 and thereafter	8,203
Total future minimum payments	49,792
Less: imputed interest	(7,320)
Present value of lease liabilities	$ 42,472
Accrued expenses and other current liabilities	$ 10,337
Operating lease liabilities, net of current portion	$ 32,135

The Company rents certain virtual healthcare platforms to selected qualified customers under arrangements that qualify as either sales-type lease or operating lease arrangements. Leases have terms that generally range from two to five years.

The Company recorded certain restructuring costs related to lease impairments and the related charges due to the abandonment and/or exit of excess leased office space. However, the lease liabilities related to these spaces remain an outstanding obligation of the Company as of December 31, 2024.

Note 12. Restructuring

The Company accounts for restructuring costs in accordance with ASC Subtopic 420-10, "Exit or Disposal Cost Obligations" and ASC Section 360-10-35, "Property, Plant and Equipment-Subsequent Measurement." The costs are recorded to the "Restructuring costs" line item within the Company's Consolidated Statements of Operations and Other Comprehensive Loss as they are recognized.

The Company recorded $20.4 million of restructuring costs during the year ended December 31, 2024, of which $11.2 million was related to employee transition, severance payments, employee benefits, and related costs and $6.3 million was related to costs associated with office space reductions, including $3.9 million of right-of-use asset impairment charges, and $2.9 million was for other restructuring related costs. The Company recorded $16.9 million of restructuring costs during the year ended December 31, 2023, of which $7.9 million was related to employee transition, severance payments, employee benefits, and related costs and $9.0 million was related to costs associated with office space reductions, including $5.2 million of right-of-use asset impairment charges. The portion of these expenses that are to be

settled by cash disbursements was accounted for as a restructuring liability under the line item "Accrued expenses and other current liabilities" in the Company's Consolidated Balance Sheets.

The table below summarizes the accrual and charges incurred and cash payments made with respect to the Company's restructurings, with the severance related portion included in the line item "Accrued compensation" and the lease termination and other related portion included in the line item "Accrued expenses and other current liabilities" in the Company's Consolidated Balance Sheets as of December 31, 2024 (in thousands):

	Restructuring Plan			
	Severance	Lease Termination	Other (1)	Total
Accrued Balance, December 31, 2022	$ 796	$ 3,247	$ —	$ 4,043
Additions	7,890	3,847	—	11,737
Cash payments	(8,686)	(3,294)	—	(11,980)
Accrued Balance, December 31, 2023	$ —	$ 3,800	$ —	$ 3,800
Additions	11,156	2,361	2,857	16,374
Cash payments	(10,004)	(1,125)	(2,857)	(13,986)
Accrued Balance, December 31, 2024	$ 1,152	$ 5,036	$ —	$ 6,188

(1) Reflects amounts associated with other restructuring related costs.

Note 13. Common Stock and Stockholders' Equity

Stock Plans

The Company's 2023 Incentive Award Plan and 2023 Employment Inducement Incentive Award Plan (collectively, the "2023 Plans") provide for the issuance of incentive and non-statutory options and other equity-based awards to its employees and non-employee service providers. Previously, the Company's 2015 Incentive Award Plan, 2017 Employment Inducement Incentive Award Plan and Livongo Acquisition Incentive Award Plan (together with the 2023 Plans, collectively, the "Plans") also provided for the issuance of such awards. The Company had 13,382,798 shares available for grant under the 2023 Plans at December 31, 2024.

All stock-based awards to employees are measured based on the grant-date fair value, or replacement grant date fair value in relation to the Livongo merger, and are generally recognized on a straight-line basis in the Company's consolidated statement of operations over the period during which the employee is required to perform services in exchange for the award (generally a four-year vesting period for each stock option and a three-year vesting period for each RSU).

CEO New Hire Awards

In connection with the commencement of employment of the Company's new Chief Executive Officer ("CEO") on June 10, 2024, the Company granted a new-hire incentive equity award to the CEO under the Company's 2023 Employment Inducement Incentive Award Plan. Such award had an aggregate grant date target value of approximately $15.0 million and consisted of 939,849 performance stock units and 469,924 restricted stock units. The fair value of approximately one-fourth of these performance stock units had not yet been determined as of December 31, 2024 and will be after the performance criteria for those awards has been established. The expense recognition for all the performance stock units will begin at the start of their performance periods, which will be January 1, 2025.

The restricted stock units issued to the CEO are expected to vest one-third on the first anniversary of the grant date and in eight substantially equal quarterly installments beginning on the 15-month anniversary of the grant date, in each case subject to the CEO's continued service on the applicable vesting date. The performance stock units issued to the CEO provide a target number of shares of the Company's common stock that would be earned at the end of a specified performance period based on (i) the Company's adjusted EBITDA for 2025 ("EBITDA PSUs") and (ii) the Company's actual compound annual revenue growth rate during the period January 1, 2025 through December 31, 2027 ("Revenue CAGR PSUs"). Seven-twelfths of any earned EBITDA PSUs would vest on March 10, 2026 and the remaining five-

twelfths would vest in five substantially equal quarterly installments over the subsequent 15 months. Any earned Revenue CAGR PSUs would vest on March 1, 2028.

Stock Options

Options issued under the Plans are exercisable for periods not to exceed 10 years, and vest and contain such other terms and conditions as specified in the applicable award document. Options to buy common stock are issued under the Plans, with exercise prices equal to the closing price of shares of the Company's common stock on the New York Stock Exchange on the date of award.

Stock option activity under the Plans was as follows (in thousands, except share, per share amounts, and years):

	Number of Shares Outstanding	Weighted-Average Exercise Price	Weighted-Average Remaining Contractual Life in Years	Aggregate Intrinsic Value
Balance at December 31, 2023	4,182,187	$ 27.37	5.26	$ 13,732
Stock option grants	32,477	$ 20.66	N/A	
Stock options exercised	(520,190)	$ 6.85	N/A	$ 2,286
Stock options forfeited	(1,291,945)	$ 33.24	N/A	
Balance at December 31, 2024	2,402,529	$ 28.56	3.90	$ 346
Vested or expected to vest at December 31, 2024	2,402,529	$ 28.56	3.90	$ 346
Exercisable at December 31, 2024	2,082,660	$ 28.86	3.24	$ 346

The total grant-date fair value of stock options granted during the years ended December 31, 2024, 2023, and 2022 was $0.4 million, $3.2 million, and $26.8 million, respectively.

The Company estimates the fair value of stock options granted using the Black-Scholes option-pricing model.

The assumptions used are determined as follows:

Volatility. The expected volatility was derived from the historical price volatility of the Company's stock over a period equivalent to the expected term of the stock option grants.

Expected Term. The expected term represents the period that the stock-based awards are expected to be outstanding. When establishing the expected term assumption, the Company utilizes historical data.

Risk-Free Interest Rate. The risk-free interest rate is based on U.S. Treasury zero-coupon issues with terms similar to the expected term on the options.

Dividend Yield. The Company has never declared or paid any cash dividends and does not plan to pay cash dividends in the foreseeable future, and therefore, it used an expected dividend yield of zero.

The fair value of each option grant was estimated on the date of grant using the Black-Scholes option-pricing model with the following assumptions and fair value per share:

	Year Ended December 31,		
	2024	2023	2022
Volatility	67.86% - 67.94%	65.60% - 68.20%	56.70% - 68.70%
Expected term (in years)	4.3	4.3	4.1
Risk-free interest rate	3.85% -3.90%	3.68% - 4.67%	1.13%-4.36%
Dividend yield	0%	0%	0%
Weighted-average fair value of underlying stock options	$11.55	$11.45	$17.48

For the years ended December 31, 2024, 2023, and 2022, the Company recorded stock-based compensation expense related to stock options granted of $6.9 million, $9.4 million, and $20.3 million, respectively.

As of December 31, 2024, the Company had $4.1 million in unrecognized compensation cost related to non-vested stock options, which is expected to be recognized over a weighted average period of approximately 1.8 years.

Restricted Stock Units

The fair value of RSUs is determined on the date of grant. The Company records compensation expense in the Consolidated Statement of Operations on a straight-line basis over the vesting period for RSUs. The vesting period for employees and members of the board of directors ranges from one to three years.

RSU activity under the Plans was as follows:

	RSUs	Weighted-Average Grant Date Fair Value Per RSU
Balance at December 31, 2023	9,452,412	$ 34.70
Granted	5,659,297	$ 14.09
Vested and issued	(5,361,056)	$ 37.56
Forfeited	(2,451,977)	$ 25.30
Balance at December 31, 2024	7,298,676	$ 19.72
Vested and unissued at December 31, 2024	72,620	$ 42.69
Non-vested at December 31, 2024	7,226,056	$ 19.51

The total grant-date fair value of RSUs granted during the years ended December 31, 2024, 2023, and 2022 was $79.7 million, $196.4 million and $322.2 million, respectively.

For the years ended December 31, 2024, 2023, and 2022, the Company recorded stock-based compensation expense related to RSUs of $134.7 million, $181.0 million, and $179.4 million, respectively.

As of December 31, 2024, the Company had $108.9 million in unrecognized compensation cost related to non-vested RSUs, which is expected to be recognized over a weighted-average period of approximately 1.6 years.

Performance Stock Units

Stock-based compensation costs associated with PSUs are initially determined using the fair market value of the Company's common stock on the date the awards are granted (service inception date). The vesting of these PSUs is subject to certain performance conditions and a service requirement generally ranging from one to three years. Stock-based compensation costs associated with these PSUs are reassessed each reporting period based upon the estimated performance attainment on the reporting date until the performance conditions are met. The ultimate number of PSUs that are issued to an employee is the result of the actual performance of the Company at the end of the performance period compared to the performance targets and generally range from 0% to 200% of the initial grant. Stock compensation expense for PSUs is recognized on an accelerated tranche by tranche basis for performance-based awards.

PSU activity under the Plans was as follows:

	Shares	Weighted-Average Grant Date Fair Value Per PSU
Balance at December 31, 2023	1,452,387	$ 36.82
Granted (1)	2,102,495	$ 13.56
Vested and issued	(273,838)	$ 45.39
Forfeited	(950,210)	$ 20.77
Performance adjustment (2)	(246,495)	
Balance at December 31, 2024	2,084,339	$ 19.05
Vested and unissued at December 31, 2024	—	$ —
Non-vested at December 31, 2024	2,084,339	$ 19.05

(1) Granted excludes 0.2 million target shares for which the performance criteria has not been established as of December 31, 2024.

(2) Based on the Company's results, PSUs were attained at rates ranging from 0% to 85.21% of the target award.

The total grant-date fair value of PSUs granted during the years ended December 31, 2024, 2023, and 2022 was $28.5 million, $34.9 million, and $35.9 million, respectively.

For the years ended December 31, 2024, 2023, and 2022, the Company recorded stock-based compensation expense related to PSUs of $2.2 million, $7.1 million, and $15.1 million, respectively.

As of December 31, 2024, the Company had $11.4 million in unrecognized compensation cost related to non-vested PSUs, which is expected to be recognized over a weighted-average period of approximately 1.9 years.

Employee Stock Purchase Plan

In July 2015, the Company adopted the 2015 ESPP in connection with its initial public offering. A total of 4,113,343 shares of common stock have been reserved for issuance under this plan as of December 31, 2024. The Company's ESPP permits eligible employees to purchase common stock at a discount through payroll deductions during defined offering periods. Under the ESPP, the Company may specify offerings with durations of not more than 27 months and may specify shorter purchase periods within each offering. Each offering will have one or more purchase dates on which shares of its common stock will be purchased for employees participating in the offering. An offering may be terminated under certain circumstances. The price at which the stock is purchased is equal to the lower of 85% of the fair market value of the common stock at the beginning of an offering period or on the date of purchase.

During 2024, 2023, and 2022 the Company issued 591,690 shares, 592,308 shares, and 271,159 shares, respectively, under the ESPP. As of December 31, 2024, 2,209,091 shares remained available for issuance.

For the years ended December 31, 2024, 2023, and 2022, the Company recorded stock-based compensation expense related to the ESPP of $2.2 million, $4.0 million, and $3.0 million, respectively.

As of December 31, 2024, the Company had $0.6 million in unrecognized compensation cost related to the ESPP, which is expected to be recognized over a weighted-average period of approximately 0.4 years.

Total compensation costs for stock-based awards were recorded as follows (in thousands):

	Year Ended December 31,		
	2024	2023	2022
Cost of revenue (exclusive of depreciation and amortization, which are shown separately)	$ 4,782	$ 5,478	$ 6,468
Advertising and marketing	12,575	15,300	14,083
Sales	24,807	35,448	43,183
Technology and development	34,855	58,336	64,577
General and administrative	68,932	86,988	89,541
Total stock-based compensation expense	$ 145,951	$ 201,550	$ 217,852
Capitalized stock-based compensation	12,723	19,439	18,238
Total stock-based compensation	$ 158,674	$ 220,989	$ 236,090

Note 14. Income Taxes

For financial reporting purposes, loss before provision for income taxes for the years ended December 31, 2024, 2023, and 2022 included the following components (in thousands):

	Year Ended December 31,		
	2024	2023	2022
Domestic	$ (989,958)	$ (192,665)	$ (13,303,130)
International	(3,695)	(26,943)	(360,213)
Total	$ (993,653)	$ (219,608)	$ (13,663,343)

The provision for income taxes was comprised of the following components (in thousands):

	Year Ended December 31,		
	2024	2023	2022
Current federal	$ 1,344	$ —	$ —
Current state	3,892	1,439	3,007
Current foreign	3,501	1,225	1,021
Total current	8,737	2,664	4,028
Deferred federal	210	(3,946)	770
Deferred state	(784)	5,388	(5,643)
Deferred foreign	(571)	(3,346)	(2,967)
Total deferred	(1,145)	(1,904)	(7,840)
Provision for income taxes	$ 7,592	$ 760	$ (3,812)

The provision for income taxes differs from the amount computed by applying the statutory federal income tax rate to income before provision for income taxes. The sources and tax effects of the differences are as follows:

	Year Ended December 31,		
	2024	2023	2022
Tax at federal statutory rate	21.0 %	21.0 %	21.0 %
Goodwill impairment	(16.7)	—	(24.7)
State and local tax	1.1	(1.3)	4.2
Stock compensation	(5.2)	(19.0)	(0.3)
Non-deductible expenses	—	0.2	—
Foreign rate differential	0.2	0.4	—
Change in valuation allowance	—	(0.9)	(0.1)
Change in unrecognized tax benefits	(1.1)	—	—
Other	(0.1)	(0.7)	(0.1)
Effective tax rate	(0.8)%	(0.3)%	— %

The Company's deferred tax assets and liabilities consisted of the following (in thousands):

	As of December 31,	
	2024	2023
Deferred tax assets:		
Net operating loss carryforwards	$ 541,791	$ 602,895
Accrued expenses and compensation	5,308	3,684
Stock-based compensation	16,747	47,141
Foreign tax credits and alternative minimum tax credits	873	2,009
Depreciation of property and equipment	2,144	1,485
Interest expense carryforward	—	354
Operating lease assets	10,065	11,088
Deferred revenue	3,941	5,479
Capitalized R&D	65,382	43,629
Other	17,286	11,130
Deferred tax assets	663,537	728,894
Valuation allowance	(416,701)	(418,234)
Net deferred tax assets	246,836	310,660
Deferred tax liabilities:		
Operating lease liabilities	(5,068)	(8,341)
Intangible assets	(284,774)	(346,753)
Other	(6,845)	(5,018)
Deferred tax liabilities	(296,687)	(360,112)
Net deferred tax liabilities	$ (49,851)	$ (49,452)

As of December 31, 2024, the Company had approximately $2,154.9 million of federal net operating loss ("NOL") carryforwards, $1,179.4 million of state NOL carryforwards, and $76.7 million of foreign NOL carryforwards. The federal NOL carryforwards created starting in the year ended December 31, 2018 of $2,154.9 million will carry forward indefinitely. A portion of the state and foreign NOL carryforwards will begin to expire in 2025. As of December 31, 2024, the Company had approximately $0.9 million of foreign tax credits, which will expire in 2025. As of December 31, 2024, the Company had no federal and state research and development credits.

As of December 31, 2024, the Company had a valuation allowance of approximately $416.7 million against a portion of the U.S. and certain foreign deferred tax assets, for which realization cannot be considered more likely than not at this time. The valuation allowance decreased by $1.5 million from December 31, 2023, as a result of current year operational loss and the impact of lower stock compensation deductions for tax purposes compared to the GAAP accrual.

The following table presents a reconciliation of the beginning and ending amount of the gross unrecognized tax benefits for the years ended December 31, 2024, 2023, and 2022 (in thousands):

	Year Ended December 31,		
	2024	2023	2022
Balance at beginning of the period	$ 171,566	$ 143,798	$ 110,848
Unrecognized tax benefits assumed in a business combination	—	—	—
Additions based on prior year tax positions	8,725	6,677	12,151
Additions based on current year tax positions	11,017	21,091	20,799
Statute of limitations expirations	—	—	—
Release	—	—	—
Balance at end of the period	$ 191,308	$ 171,566	$ 143,798

The amount of unrecognized tax benefits as of December 31, 2024 that, if recognized, would reduce tax expense was approximately $191.3 million. The Company does not anticipate any of its unrecognized tax benefits to be settled within the next 12 months.

The Company files tax returns as prescribed by the tax laws of the jurisdictions in which it operates. In the normal course of business, the Company is subject to examination by federal and state jurisdictions in the U.S. and other countries, where applicable. The Company is open under the U.S. federal statute from 2020 to the present, although earlier years may be examined to the extent that loss carryforwards are used in open audit periods. The Company is currently not under audit by the IRS or in any foreign tax jurisdictions. One state is currently under audit in the United States. There are no tax matters under discussion with taxing authorities that are expected to have a material effect on the Company's consolidated financial statements. The Company further believes that it has made adequate provision for all income tax uncertainties.

During 2021, the Organization for Economic Co-operation and Development announced an agreed framework for “Pillar Two” and released detailed model rules for a global minimum corporate tax rate of fifteen percent (15%) which requires multilateral agreement(s) and/or country-specific legislative action to be effective. A few jurisdictions have implemented legislation with effective dates spanning from 2024 through 2026. The Company will continue to monitor further legislation by individual countries and is currently evaluating the potential impact of Pillar Two to its business in future periods. However, the Company is not likely to have any Pillar Two liability and minimal compliance responsibilities in 2025 and beyond.

The Company’s consolidated financial statements provide for any related tax liability on amounts that may be repatriated, aside from undistributed earnings of $31.8 million for certain of the Company’s foreign subsidiaries that are intended to be indefinitely reinvested in operations outside the U.S. as of December 31, 2024. The amount of any unrecognized deferred tax liability on these undistributed earnings would be immaterial.

Note 15. Net Loss per Share

Basic net loss per share is computed by dividing the net loss by the weighted-average number of shares of common stock of the Company outstanding during the period. Diluted net loss per share is computed by giving effect to all potential shares of common stock of the Company, including outstanding stock options and convertible notes, to the extent dilutive. Basic and diluted net loss per share was the same for each period presented as the inclusion of all potential shares of common stock of the Company outstanding would have been anti-dilutive. As of December 31, 2024, the Company had 2.4 million outstanding stock options, 7.3 million outstanding RSUs, and 2.1 million outstanding PSUs.

The following table presents the calculation of basic and diluted net loss per share for the Company's common stock (in thousands, except shares and per share data):

	Year Ended December 31,		
	2024	2023	2022
Net loss	$ (1,001,245)	$ (220,368)	$ (13,659,531)
Weighted-average shares used to compute basic and diluted net loss per share	170,564,088	164,578,219	161,457,123
Net loss per share, basic and diluted	$ (5.87)	$ (1.34)	$ (84.60)

Note 16. 401(k) Plan

The Company has established a 401(k) plan that qualifies as a deferred compensation arrangement under Internal Revenue Code Section 401. All U.S. employees over the age of 21 are eligible to participate in the plan. The Company contributes 100% of eligible employee's elective deferral up to 4% of $0.3 million of eligible earnings. The Company made matching contributions to participants' accounts totaling $14.7 million, $13.4 million, and $12.1 million during the years ended December 31, 2024, 2023, and 2022, respectively.

Note 17. Commitments and Contingencies

Commitments

The Company has contractual obligations to make future payments related to its outstanding convertible senior notes, which are presented in Note 10. "Convertible Senior Notes," and its long-term operating leases, which are presented in Note 11. "Leases."

Legal Matters

From time to time, Teladoc Health is involved in various litigation matters arising in the normal course of business, including the matters described below. The Company consults with legal counsel on those issues related to litigation and seeks input from other experts and advisors with respect to such matters. Estimating the probable losses or a range of probable losses resulting from litigation, government actions and other legal proceedings is inherently difficult and requires an extensive degree of judgment, particularly where the matters involve indeterminate claims for monetary damages, may involve discretionary amounts, present novel legal theories, are in the early stages of the proceedings, or are subject to appeal. Whether any losses, damages, or remedies ultimately resulting from such matters could reasonably have a material effect on the Company's business, financial condition, results of operations, or cash flows will depend on a number of variables, including, for example, the timing and amount of such losses or damages (if any) and the structure and type of any such remedies. As of the date of these financial statements, Teladoc Health's management does not expect any litigation matter to have a material adverse impact on its business, financial condition, results of operations, or cash flows.

On June 6, 2022, a purported securities class action complaint (Schneider v. Teladoc Health, Inc., *et al.*) was filed in the U.S. District Court for the Southern District of New York against the Company and certain of the Company's officers. The complaint was brought on behalf of a purported class consisting of all persons or entities who purchased or otherwise acquired shares of the Company's common stock during the period October 28, 2021 through April 27, 2022. The complaint asserted violations of Sections 10(b) and 20(a) of the Securities Exchange Act of 1934 and Rule 10b-5 promulgated thereunder based on allegedly false or misleading statements and omissions with respect to, among other things, the Company's business, operations, and prospects. The complaint seeks certification as a class action and unspecified compensatory damages plus interest and attorneys' fees. On August 2, 2022, a duplicative purported securities class action complaint (De Schutter v. Teladoc Health, Inc., *et al.*) was filed in the U.S. District Court for the Eastern District of New York, which was consolidated with the Schneider case in the Southern District court under the caption In re Teladoc Health, Inc. Securities Litigation. The lead plaintiff subsequently filed amended complaints that expanded the alleged class period to February 11, 2021 to July 27, 2022. On July 5, 2023, the court granted the defendants' motion to dismiss the complaint, and on September 24, 2024 the U.S. Court of Appeals for the Second Circuit affirmed in part, and vacated in part, the Southern District court's dismissal and remanded for further proceedings. On November 22, 2024, Defendants filed a renewed motion to dismiss in the District Court to address issues not reached by the Second Circuit,

including scienter and loss causation. That motion is fully briefed and pending before the District Court. The Company believes that it has substantial defenses, and the Company and its named officers intend to defend the lawsuit vigorously.

On August 9, 2022, a verified shareholder derivative complaint (Vaughn v. Teladoc Health, Inc., *et al.*) was filed in the U.S. District Court for the Southern District of New York against the Company as a nominal defendant and certain of the Company's officers and directors. The complaint asserts violations of Section 10(b) of the Securities Exchange Act of 1934 and Rule 10b-5 promulgated thereunder, breach of fiduciary duty, aiding and abetting breach of fiduciary duty, unjust enrichment, and waste of corporate assets in connection with factual assertions similar to those in the purported securities class action complaints described above. The complaint seeks damages to the Company allegedly sustained as a result of the acts and omissions of the named officers and directors and seeks an order directing the Company to reform and improve the Company's corporate governance. On September 6, 2022, a duplicative verified stockholder derivative complaint (Hendry v. Teladoc Health, Inc., *et al.*) was filed in the U.S. District Court for the Southern District of New York. The claims and parties in Hendry were substantially similar to those in Vaughn. The Vaughn and Hendry actions have now been consolidated under the caption In re Teladoc Stockholder Derivative Litigation, and a consolidated complaint was filed on November 29, 2022. The consolidated complaint also asserts violations of Section 14(a) of the Securities Exchange Act of 1934. The parties subsequently stipulated to transfer the action to the U.S. District Court for the District of Delaware, and on December 22, 2022 the parties agreed, and the Court ordered, to stay all proceedings until final resolution, including exhaustion of appeals, of the motion to dismiss filed in the purported securities class action complaint described above. The named directors and officers thus have not yet responded to the complaint.

There have been multiple putative class-action lawsuits filed against the Company's subsidiary BetterHelp, Inc. ("BetterHelp") in connection with the consent order that BetterHelp entered into with the U.S. Federal Trade Commission in July 2023. The actions have been filed in California federal and state courts and in Canada. The cases are substantially similar, involving allegations of misleading patients as to BetterHelp's use of patient data and associated alleged violations of law involving privacy, advertising, contract, and tort. The Company believes that it has substantial defenses, and the Company intends to defend the lawsuits vigorously.

On February 13, 2023, Data Health Partners, Inc. ("Data Health Partners") filed a lawsuit against the Company in the U.S. District Court for the District of Delaware alleging that certain of the Company's products, including its blood glucose meter, infringe upon certain patents held by Data Health Partners and seeking unspecified damages, attorney's fees and costs. The Company believes that it has substantial defenses, and the Company intends to defend the lawsuit vigorously.

On May 17, 2024, a purported securities class action complaint (Stary v. Teladoc Health, Inc., *et al.*) was filed in the U.S. District Court for the Southern District of New York against the Company and certain of the Company's current and former officers. The complaint was brought on behalf of a purported class consisting of all persons or entities who purchased or otherwise acquired shares of the Company's common stock during the period November 2, 2022 through February 20, 2024. The complaint asserts violations of Sections 10(b) and 20(a) of the Securities Exchange Act of 1934 and Rule 10b-5 promulgated thereunder based on allegedly false or misleading statements and omissions with respect to, among other things, the Company's advertising spend on BetterHelp. The complaint seeks certification as a class action and unspecified compensatory damages plus interest and attorneys' fees. On July 15, 2024, a duplicative purported securities class action complaint (Waits v. Teladoc Health, Inc., *et al.*) was filed in the U.S. District Court for the Southern District of New York. The claims and parties in Waits were substantially similar to those in Stary. The Stary and Waits actions were consolidated. On December 10, 2024, the District Court appointed co-lead plaintiffs, and, on February 24, 2025 the lead plaintiffs filed an amended complaint that asserts Exchange Act claims for a putative class of shareholders who purchased or acquired stock between July 26, 2023 and February 20, 2024. The Company believes that it has substantial defenses, and the Company and its named officers intend to defend the lawsuits vigorously.

On June 18, 2024, a verified shareholder derivative complaint (Roy v. Gorevic, *et al.*) was filed in the U.S. District Court for the Southern District of New York against the Company as a nominal defendant and certain of the Company's current and former officers and directors. The complaint asserts violations of Sections 10(b) and 14(a) of the Securities Exchange Act of 1934, breach of fiduciary duty, aiding and abetting breach of fiduciary duty, unjust enrichment, waste of corporate assets, gross mismanagement and abuse of control in connection with factual assertions similar to those in the purported securities class action complaint described in the preceding paragraph. The complaint seeks damages to the Company allegedly sustained as a result of the acts and omissions of the named officers and directors and seeks an order directing the Company to reform and improve the Company's corporate governance. On October 4, 2024 the parties agreed, and the Court ordered, to stay all proceedings until any motion to dismiss filed in the purported securities class action complaint described above is granted with prejudice and any appeals therefrom are resolved, or any defendant files an answer in the purported securities class action complaint described above. On October 1, 2024, a duplicative verified stockholder derivative complaint (Brigman, *et al.* v. Daniel, *et al.*) was filed in the U.S. District Court for the Southern

District of New York. The claims and parties in Brigman are substantially similar to those in Roy, and also alleges insider trading violations and misappropriation of information against certain defendants. The named directors and officers have not yet responded to the complaint.

Note 18. Segments

ASC Subtopic 280-10, "*Segment Reporting,*" establishes standards for reporting information about operating segments. Operating segments are defined as components of an enterprise about which separate financial information is available that is evaluated regularly by the chief operating decision maker ("CODM") in deciding how to allocate resources and assess performance. The Company's Chief Executive Officer is the CODM and is responsible for reviewing financial information presented on a segment basis for purposes of making operating decisions and assessing financial performance.

The CODM measures and evaluates segments based on segment operating revenues, segment expenses, and Adjusted EBITDA. The CODM reviews annual-operating-plan-to-actual variances for these measures on a regular basis to assess the performance of the segments and to make decisions about allocating resources. The Company does not include the following items in segment expenses and Adjusted EBITDA: provision for income taxes; interest income; interest expense; other expense (income), net; depreciation of property and equipment; amortization of intangible assets; restructuring costs; acquisition, integration, and transformation charges; goodwill impairment; and stock-based compensation. Although these amounts are excluded from segment Adjusted EBITDA, they are included in reported consolidated net loss and are included in the reconciliations that follow.

The Company's computation of segment Adjusted EBITDA may not be comparable to other similarly titled metrics computed by other companies because all companies do not calculate segment Adjusted EBITDA in the same fashion.

Operating revenues and expenses directly associated with each segment are included in determining its operating results. Other expenses that are not directly attributable to a particular segment are based upon allocation methodologies, including the following: revenue, headcount, time and other relevant usage measures, and/or a combination of such.

The Company has two reportable segments: Teladoc Health Integrated Care and BetterHelp. The Integrated Care segment includes a suite of global virtual medical services including general medical, expert medical services, specialty medical, chronic condition management, mental health, and enabling technologies and enterprise telehealth solutions for hospitals and health systems. The BetterHelp segment includes virtual therapy and other wellness services provided on a global basis which are predominantly marketed and sold on a direct-to-consumer basis. Other reflects certain revenues and charges not related to ongoing segment operations.

The CODM does not review any information regarding total assets on a segment basis. Segments do not record intersegment revenues, and, accordingly, there is none to be reported. The accounting policies for segment reporting are the same as for the Company as a whole.

The following tables present the financial results of the Company's reportable segments, along with reconciliations of the segments' total consolidated Adjusted EBITDA to the consolidated net loss for the periods indicated (in thousands):

Year Ended December 31, 2024	Integrated Care	BetterHelp	Other	Consolidated
Revenue	$ 1,528,870	$ 1,040,704	$ —	$ 2,569,574
Cost of revenue, exclusive of depreciation, amortization, and stock-based compensation (1)	474,955	271,533	—	
Advertising and marketing, exclusive of stock-based compensation (1)		558,759		
Other segment expenses (2)	821,013	132,603	—	
Adjusted EBITDA	232,902	77,809	—	310,711
Less adjustments to reconcile to consolidated net loss:				
Stock-based compensation				145,951
Goodwill impairment				790,000
Acquisition, integration, and transformation costs				1,743
Restructuring costs				20,355
Amortization of intangible assets				363,365
Depreciation of property and equipment				10,183
Other expense (income), net				6,035
Interest expense				23,803
Interest income				(57,071)
Loss before provision for income taxes				(993,653)
Provision for income taxes				7,592
Net loss				$ (1,001,245)

Year Ended December 31, 2023	Integrated Care	BetterHelp	Other	Consolidated
Revenue	$ 1,468,794	$ 1,133,621	$ —	$ 2,602,415
Cost of revenue, exclusive of depreciation, amortization, and stock-based compensation (1)	440,996	313,572	—	
Advertising and marketing, exclusive of stock-based compensation (1)		541,815		
Other segment expenses (2)	835,927	141,985	—	
Adjusted EBITDA	191,871	136,249	—	328,120
Less adjustments to reconcile to consolidated net loss:				
Stock-based compensation				201,550
Goodwill impairment				—
Acquisition, integration, and transformation costs				21,110
Restructuring costs				16,942
Amortization of intangible assets				325,933
Depreciation of property and equipment				11,138
Other expense (income), net				(4,445)
Interest expense				22,282
Interest income				(46,782)
Loss before provision for income taxes				(219,608)
Provision for income taxes				760
Net loss				$ (220,368)

Year Ended December 31, 2022	Integrated Care	BetterHelp	Other	Consolidated
Revenue	$ 1,373,900	$ 1,019,646	$ 13,294	$ 2,406,840
Cost of revenue, exclusive of depreciation, amortization, and stock-based compensation (1)	429,347	298,937	8,159	
Advertising and marketing, exclusive of stock-based compensation (1)		479,381		
Other segment expenses (2)	809,400	127,212	7,891	
Adjusted EBITDA	135,153	114,116	(2,756)	246,513
Less adjustments to reconcile to consolidated net loss:				
Stock-based compensation				217,852
Goodwill impairment				13,402,812
Acquisition, integration, and transformation costs				15,620
Restructuring costs				7,416
Amortization of intangible assets				244,620
Depreciation of property and equipment				11,407
Other expense (income), net				859
Interest expense				21,944
Interest income				(12,674)
Loss before provision for income taxes				(13,663,343)
Provision for income taxes				(3,812)
Net loss				$ (13,659,531)

(1) The significant segment expense categories and amounts align with the information that is regularly provided to the CODM.

(2) Other segment expenses for the corresponding reportable segment includes:
Integrated Care—advertising and marketing expenses, sales expenses, technology and development expenses, and general and administrative expenses, each exclusive of stock-based compensation.
BetterHelp—sales expenses, technology and development expenses, and general and administrative expenses, each exclusive of stock-based compensation.

Geographic data for long-lived assets (representing property and equipment, net) were as follows (in thousands):

	As of December 31,	
	2024	2023
United States	$ 25,686	$ 28,096
International	3,801	3,936
Total long-lived assets	$ 29,487	$ 32,032

Note 19. Subsequent Events

On January 31, 2025, Teladoc Health signed a definitive agreement to acquire Catapult Health in an all-cash transaction for $65.0 million, with up to $5.0 million in additional contingent earnout consideration. Catapult Health will be included in the Integrated Care segment following the closing of the transaction, which is expected to occur during the three months ending March 31, 2025. Concurrent with the closing of the acquisition of Catapult Health, some or all of the goodwill associated with the acquisition may be immediately impaired, depending on the Integrated Care segment's then-current fair value.

NUMBER

SHARES

Teladoc HEALTH

INCORPORATED UNDER THE LAWS OF THE STATE OF DELAWARE

COMMON STOCK

SEE REVERSE FOR CERTAIN DEFINITIONS.

CUSIP 87918A 10 5

THIS CERTIFIES THAT:

IS THE OWNER OF

FULLY PAID AND NON-ASSESSABLE SHARES OF COMMON STOCK OF $0.001 PAR VALUE EACH OF

TELADOC HEALTH, INC.

transferable on the books of the Corporation in person or by attorney upon surrender of this certificate duly endorsed or assigned. This certificate and the shares represented hereby are subject to the laws of the State of Delaware, and to the Certificate of Incorporation and Bylaws of the Corporation, as now or hereafter amended. This certificate is not valid until countersigned by the Transfer Agent.

WITNESS the facsimile seal of the Corporation and the facsimile signatures of its duly authorized officers.

DATED:

SECRETARY

TELADOC HEALTH, INC. CORPORATE SEAL 2008 DELAWARE

CHIEF EXECUTIVE OFFICER

COUNTERSIGNED AND REGISTERED:
EQUINITI TRUST COMPANY, LLC

BY

AUTHORIZED SIGNATURE

TRANSFER AGENT AND REGISTRAR

AMERICAN FINANCIAL PRINTING, INCORPORATED – MINNEAPOLIS

TELADOC HEALTH, INC.

THE CORPORATION WILL FURNISH TO ANY STOCKHOLDER, UPON REQUEST AND WITHOUT CHARGE, A FULL STATEMENT OF THE DESIGNATIONS, RELATIVE RIGHTS, PREFERENCES AND LIMITATIONS OF THE SHARES OF EACH CLASS AND SERIES AUTHORIZED TO BE ISSUED, SO FAR AS THE SAME HAVE BEEN DETERMINED, AND OF THE AUTHORITY, IF ANY, OF THE BOARD TO DIVIDE THE SHARES INTO CLASSES OR SERIES AND TO DETERMINE AND CHANGE THE RELATIVE RIGHTS, PREFERENCES AND LIMITATIONS OF ANY CLASS OR SERIES. SUCH REQUEST MAY BE MADE TO THE SECRETARY OF THE CORPORATION OR TO THE TRANSFER AGENT NAMED ON THIS CERTIFICATE.

The following abbreviations, when used in the inscription on the face of this certificate, shall be construed as though they were written out in full according to applicable laws or regulations:

TEN COM	–	as tenants in common
TEN ENT	–	as tenants by the entireties
JT TEN	–	as joint tenants with right of survivorship and not as tenants in common

UNIF GIFT MIN ACT – _____ (Cust) Custodian _____ (Minor)

under Uniform Gifts to Minors

Act _____ (State)

Additional abbreviations may also be used though not in the above list.

For Value Received, _____ *hereby sell, assign and transfer unto*

PLEASE INSERT SOCIAL SECURITY OR OTHER IDENTIFYING NUMBER OF ASSIGNEE.

_____

(PLEASE PRINT OR TYPEWRITE NAME AND ADDRESS, INCLUDING ZIP CODE, OF ASSIGNEE.)

_____

_____

_____ *Shares*

of the stock represented by the within Certificate, and do hereby irrevocably constitute and appoint

_____ *Attorney*

to transfer the said stock on the books of the within-named Corporation with full power of substitution in the premises.

Dated _____

NOTICE: THE SIGNATURE(S) TO THIS ASSIGNMENT MUST CORRESPOND WITH THE NAME(S) AS WRITTEN UPON THE FACE OF THE CERTIFICATE IN EVERY PARTICULAR, WITHOUT ALTERATION OR ENLARGEMENT OR ANY CHANGE WHATSOEVER.

Signature(s) Guaranteed

By _____

THE SIGNATURE(S) MUST BE GUARANTEED BY AN ELIGIBLE GUARANTOR INSTITUTION (BANKS, STOCKBROKERS, SAVINGS AND LOAN ASSOCIATIONS AND CREDIT UNIONS WITH MEMBERSHIP IN AN APPROVED SIGNATURE GUARANTEE MEDALLION PROGRAM), PURSUANT TO SEC RULE 17Ad-15.

SECOND AMENDMENT TO
TELADOC HEALTH, INC.
2023 EMPLOYMENT INDUCEMENT INCENTIVE AWARD PLAN

The 2023 Employment Inducement Incentive Award Plan (as amended, the "Plan") of Teladoc Health, Inc., a Delaware corporation (the "Company"), is hereby amended, effective as of February 27, 2025 (the "Amendment Effective Date"), as follows:

1. **Amendment to Section 11.27 of the Plan**. Section 11.27 of the Plan is hereby deleted and replaced in its entirety with the following:

"***Overall Share Limit***" means 5,500,000 Shares (from the Effective Date)."

2. **Effect on the Plan**. This Amendment shall not constitute a waiver, amendment or modification of any provision of the Plan not expressly referred to herein. Except as expressly amended or modified herein, the provisions of the Plan are and shall remain in full force and effect and are hereby ratified and confirmed. On and after the Amendment Effective Date, each reference in the Plan to "this Plan," "herein," "hereof," "hereunder" or words of similar import shall mean and be a reference to the Plan as amended hereby. To the extent that a provision of this Amendment conflicts with or differs from a provision of the Plan, such provision of this Amendment shall prevail and govern for all purposes and in all respects.

EXECUTIVE SEVERANCE AGREEMENT

This Executive Severance Agreement ("***Agreement***") is made effective as of July 14, 2017 ("***Effective Date***"), by and between Teladoc, Inc. (the "***Company***") and Ms. Kelly Bliss, an individual resident in the Commonwealth of Massachusetts ("***Executive***").

WHEREAS, Executive is a key employee of the Company and the Company and Executive desire to set forth herein the terms and conditions of Executive's compensation in the event of a termination of Executive's employment under certain circumstances.

NOW, THEREFORE, the parties agree as follows:

1. Definitions. For purposes of this Agreement, the following terms shall have the following meanings:

(a) "***Affiliate***" means with respect to any person or entity, any other person or entity that, directly or indirectly, through one or more intermediaries, controls, or is controlled by, or is under common control with, such person or entity. For purposes of this definition, "control", when used with respect to any person or entity, means the power to direct the management and policies of such person or entity, directly or indirectly, whether through ownership of voting securities, by contract or otherwise; and the terms "controlling" and "controlled" have meanings correlative to the foregoing.

(b) "***Base Salary***" means Executive's base salary at the rate in effect on the date of Executive's Qualifying Termination (disregarding any decrease in such base salary that constitutes a Good Reason event).

(c) "***Board***" shall mean the Board of Directors of the Company.

(d) "***Cause***" shall mean any of the following: (i) Executive's breach of Executive's duty of loyalty to the Company or Executive's willful breach of Executive's duty of care to the Company; (ii) Executive's material failure or refusal to comply with reasonable written policies, standards and regulations established by the Board from time to time which failure or refusal, if curable, is not cured to the reasonable satisfaction of the Board during the fifteen (15) day period following written notice of such failure or refusal from the Board; (iii) Executive's commission of a felony, an act of theft, embezzlement or misappropriation of funds or the property of the Company or its subsidiaries of material value or an act of fraud involving the Company or its subsidiaries; (iv) Executive's willful misconduct or gross negligence which causes or reasonably could cause (for example, if it became publicly known) material harm to the Company's standing, condition or reputation; (v) Executive's material violation of the Company's Code of Ethics (or similar written policies concerning ethical behavior) or written policies concerning harassment or discrimination; or (vi) any material breach by Executive of the provisions of the Confidentiality Agreement or a material provision of this Agreement.

(e) "***Change of Control***" shall mean (other than an initial public offering of the Company) (i) any transaction or series of related transactions resulting in the consummation of a merger, combination, consolidation or other reorganization of the Company with or into any

third party, *other than* any such merger, combination, consolidation or reorganization following which the holders of capital stock of the Company immediately prior to such merger, combination, consolidation or reorganization continue to hold, solely in respect of their interests in the Company's capital stock immediately prior to such merger, combination, consolidation or reorganization, at least fifty-five percent (55%) of the voting power of the outstanding capital stock of the Company or the surviving or acquiring entity; (ii) any transaction or series of related transactions resulting in the consummation of the sale, lease, exclusive or irrevocable licensing or other transfer of all or substantially all of the assets of the Company to a third party, *other than* any such sale, lease, exclusive or irrevocable licensing or transfer following which the holders of capital stock of the Company immediately prior to such sale, lease, exclusive or irrevocable licensing or transfer continue to hold, solely in respect of their interests in the Company's capital stock immediately prior to such sale, lease, exclusive or irrevocable licensing or transfer, at least fifty-five percent (55%) of the voting power of the outstanding capital stock of the acquiring entity; or (iii) any transaction or series of related transactions resulting in the transfer or issuance, whether by merger, combination, consolidation or otherwise, of Company securities to a person or group if, after such transfer or issuance, such person or group would hold fifty-five percent (55%) of the voting power of the outstanding capital stock of the Company; provided that, with respect to any payments or benefits payable to Executive pursuant to this Agreement that may be considered deferred compensation under Section 409A of the Code, the transaction or event described in clause (i), (ii) or (iii) shall only constitute a Change of Control for purposes of this Agreement if such transaction or event also constitutes a "change in control event," as defined in Treasury Regulation Section 1.409A-3(i)(5).

(f) "***Code***" shall mean the Internal Revenue Code of 1986, as amended, and the Treasury Regulations and other interpretive guidance thereunder.

(g) "***Confidentiality Agreement***" shall mean the Employee Confidentiality and Proprietary Rights Agreement between the Company and Executive.

(h) "***Good Reason***" shall mean the occurrence of any of the following events or conditions without Executive's written consent: (i) a material diminution in Executive's base salary or target annual bonus level; (ii) a material diminution in Executive's authority, duties or responsibilities, other than as a result of a Change of Control immediately after which Executive holds a position with the Company or its successor (or any other entity that owns substantially all of the Company's business after such sale) that is substantially equivalent with respect to the Company's business as Executive held immediately prior to such Change of Control; (iii) a change in the geographic location of Executive's principal place of employment to any location that is more than seventy-five (75) miles from the location immediately prior to such change; or (iv) the failure of the Company to obtain an agreement from any successor to all or substantially all of the business or assets of the Company to assume this Agreement as contemplated in Section 8(a) of this Agreement; provided that Executive must provide written notice to the Company of the occurrence of any of the foregoing events or conditions within 60 days of the occurrence of such event and such event or condition must remain uncured for 30 days following the Company's receipt of such written notice. Any voluntary termination for "Good Reason" following such 30 day cure period must occur no later than the date that is 30 days following the expiration of the Company's cure period.

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

(j) "***Target Bonus Amount***" means Executive's target annual bonus amount in effect at the time of Executive's Qualifying Termination (disregarding any decrease in such target annual bonus amount that constitutes a Good Reason event).

2. Severance.

(a) Severance Upon Qualifying Termination. If Executive has a Qualifying Termination that does not occur on the date of or within twelve (12) months following a Change of Control, then subject to (x) the requirements of this Section 2, (y) Executive's continued compliance with the terms of the Confidentiality Agreement and Sections 4 and 5 and (z) the terms of Section 8, Executive shall be entitled to receive the following payments and benefits:

(i) The Company shall pay to Executive (A) his or her fully earned but unpaid base salary through the date of Executive's Qualifying Termination, (B) any accrued but unpaid paid time off and (C) any other amounts or benefits, if any, under the Company's employee benefit plans, programs or arrangements to which Executive may be entitled pursuant to the terms of such plans, programs or arrangements or applicable law, payable in accordance with the terms of such plans, programs or arrangements or as otherwise required by applicable law (collectively, the "***Accrued Rights***");

(ii) Executive shall receive continued payment of the Base Salary for a period of six (6) months following the termination date (the "***Salary Severance Period***") in accordance with the Company's ordinary payroll practices;

(iii) The Company will pay Executive the amount of any earned but unpaid annual bonus for the year immediately prior to the year in which Executive's Qualifying Termination occurs, as determined by the Board (or an authorized committee) in its good faith discretion, payable in a lump sum at the same time annual bonuses are paid to other Company executives generally but in no event later than December 31 of the year in which Executive's Qualifying Termination occurs;

(iv) If Executive timely elects continued coverage under COBRA for Executive and Executive's covered dependents under the Company's group health (medical, dental or vision) plans following such Qualifying Termination, then the Company shall pay the COBRA premiums necessary to continue Executive's and his covered dependents' health insurance coverage in effect on the termination date until the earliest of (x) six (6) months following the effective date of such Qualifying Termination (the "***COBRA Severance Period***"), (y) the date when Executive becomes eligible for substantially equivalent health insurance coverage in connection with new employment or self-employment (and Executive agrees to promptly notify the Company of such eligibility) and (z) the date Executive ceases to be eligible for COBRA continuation coverage for any reason, including plan termination (such period from the Qualifying Termination date through the earlier of (x)-(z), the "***COBRA Payment Period***"). Notwithstanding the foregoing, if at any time the Company determines that its payment of

COBRA premiums on Executive's behalf would result in a violation of applicable law (including but not limited to the 2010 Patient Protection and Affordable Care Act, as amended by the 2010 Health Care and Education Reconciliation Act) or an excise tax, then in lieu of paying COBRA premiums pursuant to this Section 2(a)(iv), the Company shall pay Executive on the last day of each remaining month of the COBRA Payment Period, a fully taxable cash payment equal to the COBRA premium for such month, subject to applicable tax withholding, such payment to be made without regard to Executive's payment of COBRA premiums; and

(v) All unvested equity or equity-based awards granted to Executive under any equity compensation plans of the Company that were scheduled to vest within six (6) months after the date of Executive's termination or resignation shall become immediately vested as to time, with any such awards that are subject to performance-based vesting conditions remaining eligible to vest to the extent the performance conditions are satisfied during such six- month period (provided that nothing herein shall operate to extend the term, if any, of an award beyond the final expiration date provided in the applicable award agreement or prohibit the award from being treated in substantially the same manner as awards held by Company employees in the context of a Change of Control or other corporate transaction).

(b) Severance Upon Qualifying Termination Occurring Within 12 Months Following a Change of Control. If Executive has a Qualifying Termination that occurs on the date of or within twelve (12) months following a Change of Control, then subject to (x) the requirements of this Section 2, (y) Executive's continued compliance with the terms of the Confidentiality Agreement and Sections 4 and 5 and (z) the terms of Section 8, Executive shall be entitled to receive the payments and benefits described in Section 2(a) above; provided that: (i) the Salary Severance Period shall be increased to nine (9) months; (ii) the COBRA Severance Period shall be increased to nine (9) months; (iii) the Company shall pay Executive an additional amount equal to seventy-five percent (75%) of the Target Bonus Amount, payable in a lump sum on the Company's first ordinary payroll date occurring after the effective date of Executive's Qualifying Termination; and (iv) *in lieu* of the treatment set forth in Section 2(a)(v) above, all unvested equity or equity-based awards granted to Executive under any equity compensation plans of the Company shall become immediately vested as to time and any such awards that are subject to performance-based vesting will remain eligible to vest to the extent the performance conditions are thereafter satisfied (provided that nothing herein shall operate to extend the term, if any, of an award beyond the final expiration date provided in the applicable award agreement or prohibit the award from being treated in substantially the same manner as awards held by Company employees in the context of a Change of Control or other corporate transaction).

(c) Other Terminations. Upon Executive's termination of employment for any reason other than as set forth in Section 2(a) and Section 2(b), the Company shall pay to Executive the Accrued Rights and shall have no other or further obligations to Executive under this Agreement. The foregoing shall be in addition to, and not in lieu of, any and all other rights and remedies which may be available to the Company under the circumstances, whether at law or in equity.

(d) Release. As a condition to Executive's receipt of any amounts set forth in Section 2(a) or Section 2(b) other than the Accrued Rights, Executive shall, within the 60 day period following the date of Executive's Qualifying Termination, deliver (without revoking)

prior to receipt of such severance benefits, an effective, general release of claims in favor of the Company or its successor, its subsidiaries and their respective directors, officers and stockholders in a form acceptable to the Company or its successor, such form to contain a reaffirmation of Executive's promises contained in Section 4 of this Agreement and the Confidentiality Agreement and a promise not to disparage the Company, its business, or its employees, officers, directors or stockholders. The form of the general release will be provided to the Executive not later than five (5) days following the date of Executive's Qualifying Termination.

(e) Exclusive Remedy; Other Arrangements. Except as otherwise expressly required by law (e.g., COBRA) or as specifically provided herein, all of Executive's rights to salary, severance, benefits, bonuses and other amounts (if any) accruing after the termination of Executive's employment for any reason shall cease upon such termination. In addition, the severance payments provided for in Section 2(a) and Section 2(b) above are intended to be paid in lieu of any severance payments Executive may otherwise be entitled to receive under any other plan, program, policy, contract or agreement with the Company or any of its Affiliates, including for the avoidance of doubt, any employment agreement or offer letter (collectively, "***Other Arrangements***"). Therefore, in the event Executive becomes entitled to receive the severance payments and benefits provided under Section 2(a) or Section 2(b), Executive shall receive the amounts provided under that Section of this Agreement and shall not be entitled to receive any severance payments or severance benefits pursuant to any Other Arrangements. In addition, to the extent any Other Arrangement that was entered into prior to the date of this Agreement provides for Executive to receive any payments or benefits upon a termination or a resignation of employment for any reason (such agreement a "***Prior Agreement***"), Executive hereby agrees that such termination pay and benefit provisions of such Prior Agreement shall be and hereby are superseded by this Agreement and from and after the date of this Agreement, such termination pay and benefit provisions of the Prior Agreement shall be and are null and void and of no further force or effect. For the avoidance of doubt, except as may otherwise be agreed in writing between Executive and the Company or one of its Affiliates after the date of this Agreement, it is intended that the other terms and conditions of any Prior Agreement that do not provide for termination pay or benefits, including any non-competition, non-solicitation, non- disparagement, confidentiality, or assignment of inventions covenants and other similar covenants contained therein, shall remain in effect in accordance with their terms for the periods set forth in the Prior Agreement.

(f) Parachute Payments.

(i) Notwithstanding any other provisions of this Agreement, in the event that any payment or benefit by the Company or otherwise to or for the benefit of Executive, whether paid or payable or distributed or distributable pursuant to the terms of this Agreement or otherwise (all such payments and benefits, including the payments and benefits under Section 2(a) or Section 2(b) hereof, being hereinafter referred to as the "***Total Payments***"), would be subject (in whole or in part) to the excise tax imposed by Section 4999 of the Code (the "***Excise Tax***"), then the Total Payments shall be reduced (in the order provided in Section 2(f)(ii)) to the minimum extent necessary to avoid the imposition of the Excise Tax on the Total Payments, but only if (1) the net amount of such Total Payments, as so reduced (and after subtracting the net amount of federal, state and local income and employment taxes on such

reduced Total Payments and after taking into account the phase out of itemized deductions and personal exemptions attributable to such reduced Total Payments), is greater than or equal to (2) the net amount of such Total Payments without such reduction (but after subtracting the net amount of federal, state and local income and employment taxes on such Total Payments and the amount of the Excise Tax to which Executive would be subject in respect of such unreduced Total Payments and after taking into account the phase out of itemized deductions and personal exemptions attributable to such unreduced Total Payments).

(ii) The Total Payments shall be reduced in the following order:
(1) reduction on a pro-rata basis of any cash severance payments that are exempt from Section 409A of the Code, (2) reduction on a pro-rata basis of any non-cash severance payments or benefits that are exempt from Section 409A of the Code, (3) reduction on a pro-rata basis of any other payments or benefits that are exempt from Section 409A of the Code and (4) reduction of any payments or benefits otherwise payable to Executive on a pro-rata basis or such other manner that complies with Section 409A of the Code; provided, in the case of clauses (2), (3) and (4), that reduction of any payments attributable to the acceleration of vesting of Company equity awards shall be first applied to Company equity awards that would otherwise vest last in time.

(iii) All determinations regarding the application of this Section 2(f) shall be made by an accounting firm or consulting group with experience in performing calculations regarding the applicability of Section 280G of the Code and the Excise Tax selected by the Company (the "***Independent Advisors***"). For purposes of determinations, no portion of the Total Payments shall be taken into account which, in the opinion of the Independent Advisors, (1) does not constitute a "parachute payment" within the meaning of Section 280G(b)(2) of the Code (including by reason of Section 280G(b)(4)(A) of the Code) or (2) constitutes reasonable compensation for services actually rendered, within the meaning of Section 280G(b)(4)(B) of the Code, in excess of the "base amount" (as defined in Section 280G(b)(3) of the Code) allocable to such reasonable compensation. The costs of obtaining such determination and all related fees and expenses (including related fees and expenses incurred in any later audit) shall be borne by the Company.

(iv) In the event it is later determined that a greater reduction in the Total Payments should have been made to implement the objective and intent of this Section 2(f), the excess amount shall be returned immediately by Executive to the Company.

(g) Withholding. All compensation and benefits to Executive hereunder shall be reduced by all federal, state, local and other withholdings and similar taxes and payments required by applicable law.

3. Condition to Severance Obligations. The Company shall be entitled to cease all severance payments and benefits to Executive in the event of Executive's breach of Section 4 or any of the provisions of the Confidentiality Agreement or of any other non-competition, non- solicitation, non-disparagement, confidentiality, or assignment of inventions covenants contained in any other agreement between Executive and the Company, which other covenants are hereby incorporated by reference into this Agreement.

4. Restrictive Covenants.

(a) Non-Solicitation and Non-Competition.

(i) Non-Solicitation. Executive agrees that, for a period of twelve (12) months from and after any termination of Executive's employment with the Company, voluntary or involuntary, for any reason or no reason (the "***Non-Compete Period***"), Executive shall not (directly or indirectly, on behalf of Executive or any third party) (a) solicit, induce, recruit or encourage, or take any other action which is intended to induce or encourage or facilitate or has the effect of inducing or encouraging any of the Company's employees to leave their employment with the Company or otherwise facilitates the hiring of any such employees by any person outside the Company; or (b) solicit, interfere with, disrupt or attempt to disrupt any past, present or prospective relationship, contractual or otherwise, between the Company and any of its actual or prospective customers, suppliers, employees or stockholders, within the Geographic Area (as defined below), other than on behalf of the Company or any of its subsidiaries, directly or indirectly, without the prior written consent of the Company.

(ii) Non-Competition. In addition, during the Non-Compete Period, Executive shall not, directly or indirectly, (a) engage in (whether as an employee, agent, consultant, advisor, independent contractor, proprietor, partner, officer, director or otherwise), (b) have any ownership interest in (except for passive ownership of one percent (1%) or less of any entity whose securities have been registered under the Securities Act of 1933, as amended, or Section 12 of the Securities Exchange Act of 1934), or (c) participate in the financing, operation, management or control of, any firm, partnership, corporation, entity or business, that engages or participates in a "competing business purpose." The term "competing business purpose" shall mean the Company's business, including without limitation telephone and internet based physician consultation, as conducted or planned to be conducted by the Company at any time during the course of Executive's employment with the Company (including without limitation products and services under development as of the date of termination).

(iii) "Geographic Area" means any city, county or state, or any similar subdivision thereof, in each of the United States of America.

(iv) Separate Covenants. The covenants contained in Section 4(a)(i) and 4(a)(ii) shall be construed as a series of separate covenants, one for each city, county, state, or any similar subdivision in any Geographic Area and are in addition to (and not in lieu of) and may be enforced separately from, any prior non-compete, non-solicitation or other similar restrictive covenant or agreement between the Company, it affiliates or subsidiaries and Executive. These covenants shall also be construed as a series of separate and successive covenants, one for each month of the Non-Compete Period. Except for geographic coverage, each such separate covenant shall be deemed identical in terms to the covenants contained in Section 4(a)(i) and 4(a)(ii) above. If, in any judicial or arbitral proceeding, a court or arbitrator refuses to enforce any of such separate covenants (or any part thereof), then such unenforceable covenant (or such part) shall be eliminated from this Agreement to the extent necessary to permit the remaining separate covenants (or portions thereof) to be enforced. In the event that the provisions of Section 4(a)(i) and 4(a)(ii) above are deemed to exceed the time, geographic or scope limitations permitted by applicable law, then such provisions shall be reformed to the

maximum time, geographic or scope limitations, as the case may be, then permitted by such law. In the event that the applicable court or arbitrator does not exercise the power granted to it in the prior sentence, Executive and the Company agree to replace such invalid or unenforceable term or provision with a valid and enforceable term or provision that will achieve, to the extent possible, the economic, business and other purposes of such invalid or unenforceable term. The existence or assertion of any claim by Executive against the Company, whether based on this Agreement or otherwise, shall not operate as a defense to the Company's enforcement of the promises and covenants in the Confidentiality Agreement and this Section 4. An alleged or actual breach of the Agreement by the Company will not be a defense to enforcement of any such promise or covenant in this Section 4 or the Confidentiality Agreement.

(v) Acknowledgements. Executive acknowledges that the nature of the Company's business is such that if Executive were to become employed by, or substantially involved in, the business of a competitor of the Company within the Non-Compete Period, it will be difficult for Executive not to rely on or use the Company's trade secrets and confidential information. Therefore, Executive has agreed to enter into this Agreement to reduce the likelihood of disclosure of the Company's trade secrets and confidential information. Executive therefore acknowledges and agrees that the promises in Section 4(a) are ancillary to an otherwise enforceable agreement contained in this Agreement and the Confidentiality Agreement. Executive also acknowledges that the limitations of time, geography, and scope of activity agreed to above are reasonable because, among other things: (a) the Company is engaged in a highly competitive industry; (b) Executive will have continued and unique access to the trade secrets and know-how of the Company, including without limitation the plans and strategy (and in particular the competitive strategy) of the Company; (c) Executive is receiving significant severance payments and benefits in connection with Executive's termination of employment; (d) these non-competition and non-solicitation agreements will not impose an undue hardship on Executive, and Executive acknowledges that Executive will be able to obtain suitable and satisfactory employment in Executive's chosen profession without violation of these covenants; and (e) these covenants provide no more protection than is reasonable and necessary to protect the trade secrets, confidential information, customer contacts and relationships, and goodwill of the Company.

(vi) Resignation on Termination. On termination of Executive's employment, Executive shall immediately (and with contemporaneous effect) resign any directorships, offices or other positions that Executive may hold in the Company or any of its affiliates, unless otherwise requested by the Board.

(vii) Tolling of Non-Compete Period. The Non-Compete Period will not include any period(s) of violation of such promises in this Section 4 or the Confidentiality Agreement, it being understood that the extension of time provided in this Section 4 may not exceed two (2) years.

5. Non-disparagement. Upon termination of employment by the Company or resignation of employment by Executive for any reason, Executive shall not, directly, or through any other person or entity, make any public or private statements that are disparaging of the Company, its business or its employees, officers, directors, or stockholders; and the Company shall not, directly or through any other person or entity, make any public or private statements that are disparaging of Executive.

6. Agreement to Arbitrate. Any controversy, claim or dispute arising out of or relating to this Agreement, shall be settled solely and exclusively by binding arbitration in Purchase, New York or any subsequent location where the principal offices of the Company are located. Such arbitration shall be conducted in accordance with the then prevailing JAMS Streamlined Arbitration Rules & Procedures, with the following exceptions if in conflict: (a) one arbitrator shall be chosen by JAMS; (b) each party to the arbitration will pay its pro rata share of the expenses and fees of the arbitrator, unless otherwise required to enforce this Section 6; and (c) arbitration may proceed in the absence of any party if written notice (pursuant to the JAMS' rules and regulations) of the proceedings has been given to such party. Each party shall bear its own attorneys' fees and expenses. The parties agree to abide by all decisions and awards rendered in such proceedings. Such decisions and awards rendered by the arbitrator shall be final and conclusive. All such controversies, claims or disputes shall be settled in this manner in lieu of any action at law or equity; provided, however, that nothing in this Section shall be construed as precluding the bringing of an action in a court of competent jurisdiction to enforce the Confidentiality Agreement or any other non-competition, non-solicitation, non- disparagement, confidentiality, or assignment of inventions covenants or other intellectual property related covenants contained in any other agreement between Executive and the Company.

7. At-Will Employment Relationship. Executive's employment with the Company is at-will and not for any specified period and may be terminated at any time, with or without Cause or advance notice, by either Executive or the Company. Any change to the at-will employment relationship must be by specific, written agreement signed by Executive and an authorized representative of the Company. Nothing in this Agreement is intended to or should be construed to contradict, modify or alter this at-will relationship.

8. General Provisions.

(a) Successors and Assigns. The rights of the Company under this Agreement may, without the consent of Executive, be assigned by the Company to any person, firm, corporation or other business entity which at any time, whether by purchase, merger or otherwise, directly or indirectly, acquires all or substantially all of the assets or business of the Company or to any of its Affiliates. The Company will require any successor (whether direct or indirect, by purchase, merger or otherwise) to all or substantially all of the business or assets of the Company to assume this Agreement. Executive shall not be entitled to assign any of Executive's rights or obligations under this Agreement. This Agreement shall inure to the benefit of and be enforceable by Executive's personal or legal representatives, executors, administrators, successors, heirs, distributees, devisees and legatees.

(b) Severability. In the event any provision of this Agreement is found to be unenforceable by an arbitrator or court of competent jurisdiction, such provision shall be deemed modified to the extent necessary to allow enforceability of the provision as so limited, it being intended that the parties shall receive the benefit contemplated herein to the fullest extent permitted by law. If a deemed modification is not satisfactory in the judgment of such arbitrator or court, the unenforceable provision shall be deemed deleted, and the validity and enforceability of the remaining provisions shall not be affected thereby.

(c) Interpretation; Construction. The headings set forth in this Agreement are for convenience only and shall not be used in interpreting this Agreement. This Agreement has been drafted by legal counsel representing the Company, but Executive has participated in the negotiation of its terms. Furthermore, Executive acknowledges that Executive has had an opportunity to review and revise the Agreement and, therefore, the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement. Either party's failure to enforce any provision of this Agreement shall not in any way be construed as a waiver of any such provision, or prevent that party thereafter from enforcing each and every other provision of this Agreement.

(d) Governing Law and Venue. This Agreement will be governed by and construed in accordance with the laws of the United States and the Commonwealth of Massachusetts applicable to contracts made and to be performed wholly therein, and without regard to the conflicts of laws principles that would result in the application of the laws of another jurisdiction. Any suit brought hereon shall be brought in the state or federal courts sitting in Boston, Massachusetts, the parties hereby waiving any claim or defense that such forum is not convenient or proper. Each party hereby agrees that any such court shall have *in personam* jurisdiction over it and consents to service of process in any manner authorized by Massachusetts law.

(e) Notices. Any notice required or permitted by this Agreement shall be in writing and shall be delivered as follows with notice deemed given as indicated: (i) by personal delivery when delivered personally; (ii) by overnight courier upon written verification of receipt;
(iii) by telecopy or facsimile transmission upon acknowledgment of receipt of electronic transmission; or (iv) by certified or registered mail, return receipt requested, upon verification of receipt. Notice shall be sent to Executive at the most recent address for Executive set forth in the Company's personnel files and to the Company at its principal place of business, or such other address as either party may specify in writing.

(f) Survival. Sections 2 ("Severance"), 3 ("Condition to Severance Obligations"), 4 ("Restrictive Covenants"), 5 ("Non-disparagement"), 6 ("Agreement to Arbitrate") and 8 ("General Provisions") of this Agreement shall survive termination of Executive's employment with the Company.

(g) Entire Agreement. This Agreement and any covenants and agreements incorporated herein by reference as set forth in Section 3 together constitute the entire agreement between the parties in respect of the subject matter contained herein and therein and supersede all prior or simultaneous representations, discussions, negotiations, and agreements, whether written or oral, provided, however, that for the avoidance of doubt, all Other Arrangements (as

such Other Arrangements may be amended, modified or terminated from time to time) shall remain in effect in accordance with their terms, subject to Section 2(e) hereof. This Agreement may be amended or modified only with the written consent of Executive and an authorized representative of the Company. No oral waiver, amendment or modification will be effective under any circumstances whatsoever.

(h) Code Section 409A.

(i) The intent of the parties is that the payments and benefits under this Agreement comply with or be exempt from Section 409A of the Code and the regulations and guidance promulgated thereunder (collectively, "***Section 409A***") and, accordingly, to the maximum extent permitted, this Agreement shall be interpreted to be in compliance therewith.

(ii) Notwithstanding anything in this Agreement to the contrary, any compensation or benefits payable under this Agreement upon Executive's termination of employment shall be payable only upon Executive's "separation from service" with the Company within the meaning of Section 409A (a "***Separation from Service***") and, except as provided below, any such compensation or benefits shall not be paid, or, in the case of installments, shall not commence payment, until the 60th day following Executive's Separation from Service (the "***First Payment Date***"). Any installment payments that would have been made to Executive during the 60 day period immediately following Executive's Separation from Service but for the preceding sentence shall be paid to Executive on the First Payment Date and the remaining payments shall be made as provided in this Agreement.

(iii) Notwithstanding anything in this Agreement to the contrary, if Executive is deemed by the Company at the time of Executive's Separation from Service to be a "specified employee" for purposes of Section 409A, to the extent delayed commencement of any portion of the benefits to which Executive is entitled under this Agreement is required in order to avoid a prohibited distribution under Section 409A, such portion of Executive's benefits shall not be provided to Executive prior to the earlier of (i) the expiration of the six-month period measured from the date of Executive's Separation from Service with the Company or (ii) the date of Executive's death. Upon the first business day following the expiration of the applicable Section 409A period, all payments deferred pursuant to the preceding sentence shall be paid in a lump sum to Executive (or Executive's estate or beneficiaries), and any remaining payments due to Executive under this Agreement shall be paid as otherwise provided herein.

(iv) Executive's right to receive any installment payments under this Agreement shall be treated as a right to receive a series of separate payments and, accordingly, each such installment payment shall at all times be considered a separate and distinct payment as permitted under Section 409A. Except as otherwise permitted under Section 409A, no payment hereunder shall be accelerated or deferred unless such acceleration or deferral would not result in additional tax or interest pursuant to Section 409A.

(i) Consultation with Legal and Financial Advisors. By executing this Agreement, Executive acknowledges that this Agreement confers significant legal rights, and may also involve the waiver of rights under other agreements; that the Company has encouraged

Executive to consult with Executive's personal legal and financial advisors; and that Executive has had adequate time to consult with Executive's advisors before executing this Agreement.

(j) Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

[*signature page follows*]

THE PARTIES TO THIS AGREEMENT HAVE READ THE FOREGOING AGREEMENT AND FULLY UNDERSTAND EACH AND EVERY PROVISION CONTAINED HEREIN. WHEREFORE, THE PARTIES HAVE EXECUTED THIS AGREEMENT ON THE DATES SHOWN BELOW.

TELADOC, INC.

By: /s/ Adam C. Vandervoort
Name: Adam C. Vandervoort
Title: Chief Legal Officer

EXECUTIVE

/s/ Kelly Bliss
Kelly Bliss

Exhibit 10.46

AMENDMENT NO. 1 TO EXECUTIVE SEVERANCE AGREEMENT

This Amendment No. 1 to Executive Severance Agreement (this "***Amendment***"), by and between Teladoc Health, Inc., a Delaware corporation ("***Teladoc***" or the "***Company***"), and Ms. Kelly Bliss, an individual resident in the Commonwealth of Massachusetts ("***Executive***"), is made as of April 26, 2024.

Recitals

A. Teladoc and Executive are parties to that certain Executive Severance Agreement, dated as of July 14, 2017 (the "***Agreement***").

B. Teladoc and Executive desire to make certain changes to the Agreement, as set forth in this Amendment.

Terms and Conditions

In consideration of the mutual covenants contained herein, along with other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, hereby agree as follows:

1. Amendments.

1.1. Except as otherwise set forth in this Amendment, capitalized terms have the meaning given them in the Agreement.

1.2. The amendments set forth in this Amendment shall have effect automatically upon the earlier of: (i) the date of public announcement by Teladoc of the selection of a permanent Chief Executive Officer succeeding Mr. Jason Gorevic; or (ii) January 1, 2025 (such time of effectiveness, the "***Effective Time***").

1.3. At the Effective Time, Section 2(a) of the Agreement is hereby deleted in its entirety and replaced with the following:

"(a) Severance Upon Qualifying Termination. If Executive has a Qualifying Termination that does not occur prior to but in connection with, on the date of, or within twelve (12) months following a Change of Control, then subject to (x) the requirements of this Section 2(a), (y) Executive's continued compliance with the terms of the Confidentiality Agreement and Sections 4 and 5 hereof and (z) the terms of Section 8 hereof, Executive shall be entitled to receive the following payments and benefits:

(i) The Company shall pay to Executive (A) his or her fully earned but unpaid base salary through the date of Executive's Qualifying Termination, (B) any accrued but unpaid paid time off and (C) any other amounts or benefits, if any, under the Company's employee benefit plans, programs or arrangements to which Executive is entitled pursuant to the terms of such plans, programs or arrangements or applicable law, payable in accordance with the terms of

such plans, programs or arrangements or as otherwise required by applicable law (collectively, the "***Accrued Rights***");

(ii) Executive shall receive continued payment of the Base Salary for a period of twelve (12) months following the termination date in accordance with the Company's ordinary payroll practices;

(iii) The Company will pay Executive the amount of any earned but unpaid annual bonus for the calendar year immediately prior to the year in which Executive's Qualifying Termination occurs, as determined by the Board (or an authorized committee) in its good faith discretion, payable in a lump sum at the same time annual bonuses are paid to other Company executives generally but in no event later than December 31 of the year in which Executive's Qualifying Termination occurs;

(iv) If Executive timely elects continued coverage under COBRA for Executive and Executive's covered dependents under the Company's group health (medical, dental or vision) plans following such Qualifying Termination, then the Company shall pay the COBRA premiums necessary to continue Executive's and his covered dependents' health insurance coverage in effect on the termination date until the earliest of (x) twelve (12) months following the effective date of such Qualifying Termination, (y) the date when Executive becomes eligible for substantially equivalent health insurance coverage in connection with new employment or self-employment (and Executive agrees to promptly notify the Company of such eligibility) and (z) the date Executive ceases to be eligible for COBRA continuation coverage for any reason, including plan termination (such period from the Qualifying Termination date through the earlier of (x)-(z), in such case, the "***COBRA Payment Period***"). Notwithstanding the foregoing, if at any time the Company determines that its payment of COBRA premiums on Executive's behalf would result in a violation of applicable law (including but not limited to the 2010 Patient Protection and Affordable Care Act, as amended by the 2010 Health Care and Education Reconciliation Act) or an excise tax, then *in lieu* of paying COBRA premiums pursuant to this Section 2(a)(iv), the Company shall pay Executive on the last day of each remaining month of the COBRA Payment Period, a fully taxable cash payment equal to the COBRA premium for such month, subject to applicable tax withholding, such payment to be made without regard to Executive's payment of COBRA premiums; and

(v) All unvested equity or equity-based awards granted to Executive under any and all equity compensation plans of the Company that were scheduled to vest within twelve (12) months after the date of Executive's termination or resignation shall become immediately vested as to time, with any such awards that are subject to performance-based vesting conditions remaining eligible to vest to the extent the performance conditions are satisfied during such twelve-month period (provided that nothing in this Section 2(a) shall operate to extend the term, if any, of an award beyond the final expiration date provided in the applicable award agreement)."

1.4. At the Effective Time, Section 2(b) of the Agreement is hereby deleted in its entirety and replaced with the following:

2. "(a) Severance Upon Qualifying Termination Occurring Within 12 Months Following a Change of Control. If Executive has a Qualifying Termination that occurs on the date of or within twelve (12) months following a Change of Control, then subject to (x) the requirements of this Section 2, (y) Executive's continued compliance with the terms of the Confidentiality Agreement and Sections 4 and 5 and (z) the terms of Section 8, Executive shall be entitled to receive the payments and benefits described in Section 2(a) above; provided that: (i) the Company shall pay Executive an additional amount equal to seventy-five percent (75%) of the Target Bonus Amount, payable in a lump sum on the Company's first ordinary payroll date occurring after the effective date of Executive's Qualifying Termination; and (ii) in lieu of the treatment set forth in Section 2(a)(v) above, all unvested equity or equity-based awards granted to Executive under any equity compensation plans of the Company shall become immediately vested as to time and any such awards that are subject to performance-based vesting will remain eligible to vest to the extent the performance conditions are thereafter satisfied (provided that nothing herein shall operate to extend the term, if any, of an award beyond the final expiration date provided in the applicable award agreement or prohibit the award from being treated in substantially the same manner as awards held by Company employees in the context of a Change of Control or other corporate transaction).

2. Other Provisions. Except as expressly set forth above, each and every provision of the Agreement shall remain unchanged and in full force and effect.

3. General Provisions. The provisions of Section 8 of the Agreement shall govern this Amendment, to the fullest extent applicable and are hereby incorporated into this Amendment.

[Signature page follows.]

IN WITNESS WHEREOF, the parties have executed and delivered this Amendment as of the date first written above.

MS. KELLY BLISS,
an individual resident in the
Commonwealth of Massachusetts

/s/ Kelly Bliss

TELADOC HEALTH, INC.,
a Delaware corporation

By: /s/ Adam Vandervoort
Name: Adam Vandervoort
Title: Chief Legal Officer

RETENTION BONUS AGREEMENT

This Retention Bonus Agreement (this "***Agreement***") is made as of April 26, 2024 (the "***Effective Date***"), between Teladoc Health, Inc. (together with any of its successors or assigns, the "***Company***"), and Kelly Bliss (the "***Employee***"). The Company and the Employee are sometimes hereinafter referred to individually as a "***Party***" and together as "***Parties***."

WHEREAS, the Company and the Employee are parties to a certain Executive Severance Agreement, dated as of July 14, 2017 ("***Employment Agreement***"); and

WHEREAS, the Employee has business knowledge and expertise in the conduct of the Company's business and the Company desires to assure itself of the continued services of the Employee so it will have the continued benefit of their ability, experience and services.

NOW, THEREFORE, in consideration of the reciprocal obligations and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

1. Retention Bonus

(a) Subject to Section 1(c) below, *provided that* from the Effective Date through the date that is twelve (12) months following the Effective Date (the "***Retention Period***"), Employee is continuously employed by the Company and available for work, the Company shall pay Employee a retention bonus equal to ninety thousand six hundred and no/100 dollars ($90,600.00) (the "***Retention Bonus***"). The Retention Bonus shall be payable to the Employee in one lump sum, less applicable withholdings, as soon as reasonably practicable hereafter, but in no event later than fifteen (15) days hereafter.

(b) The Employee's entitlement to a Retention Bonus pursuant to this Agreement is in addition to any compensation and/or benefits to which the Employee is entitled pursuant to the Employment Agreement or any other agreement or plan in place between the Company and the Employee. Notwithstanding anything to the contrary in this Agreement, the Employee's employment with the Company remains subject to the terms and conditions of the Employment Agreement. The Company and the Employee agree that nothing in this Agreement shall amend, alter or otherwise modify any of the terms in the Employment Agreement or any other agreement in place between the Company and the Employee. In the event of a conflict between this Agreement and the Employment Agreement (or with any other agreement in place between the Company and the Employee), the terms of such other agreement shall take precedence and control.

(c) If Employee's employment with the Company is terminated during the Retention Period: (i) by the Company for "Cause" (as such term is defined in the Employment Agreement); or (ii) by the Employee in connection with an event or condition that does not constitute "Good Reason" (as such term is defined in the Employment Agreement), the Retention Bonus shall be considered unearned and not payable to the Employee (the "***Unearned Compensation***"):

- If the Company has already paid the Retention Bonus to the Employee at the time of termination, the Employee shall return the Unearned Compensation to the Company in an amount equal to the Retention Bonus within fourteen (14) days of termination.
- To the extent permitted by law, the Employee hereby authorizes the Company to deduct from any amount due the Employee from the Company, including but not limited to the Employee's final paycheck and any severance or other benefit, any Retention Bonus amount subject to this Section 1(c). If such deductions are insufficient to reimburse the Company for the full amount owed by the Employee, the Employee shall remain personally liable for the remaining balance.

(d) If the Employee's employment with the Company is terminated during the Retention Period: (i) by the Company without "Cause" (as such term is defined in the Employment Agreement); or (ii) by the Employee in connection with an event or condition that constitutes "Good Reason" (as such term is defined in the Employment Agreement), and the Employee (y) executes a general release of claims in favor of the Company or its successor, its subsidiaries and their respective directors, officers and stockholders in a form acceptable to the Company or its successor; and (z) has not revoked or rescinded such release by the end of any period of time in which the Employee is legally entitled to revoke or rescind such release, then, so long as the Employee complies with the terms of this Agreement, the Employee shall be entitled to the Retention Bonus, in addition to any other accrued compensation or benefits due.

2. Employee's Representations. The Employee hereby represents and warrants to the Company that (i) the Employee has entered into this Agreement of Employee's own free will for no consideration other than as referred to herein, (ii) the execution, delivery and performance of this Agreement by him or her do not and shall not conflict with, breach, violate or cause a default under any contract, agreement, instrument, order, judgment or decree to which the Employee is a party or by which he or she is bound, and (iii) upon the execution and delivery of this Agreement by the Company, this Agreement shall be the valid and binding obligation of the Employee, enforceable in accordance with its terms. The Employee hereby acknowledges and represents that the Employee fully understands the terms and conditions contained herein.

3. Notices. Any notice provided for in this Agreement shall be in writing and shall be either personally delivered, sent by reputable overnight courier service, sent by telecopy (with hard copy to follow by regular mail) or mailed by first class mail, return receipt requested, to the recipient at the address below indicated:

Notices to the Employee

The address most recently on file with the Company.

Notices to the Company

Teladoc Health, Inc.
Attn: Chief Legal Officer
2 Manhattanville Rd., Suite 203
Purchase, New York 10577

Any notice under this Agreement shall be deemed to have been given when so delivered, sent or mailed.

4. Choice of Law. This Agreement shall be governed by and construed in accordance with the internal laws of the State of New York without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction) that would cause the application of laws of any jurisdiction other than those of the State of New York. Any legal suit, action or proceeding arising out of this Agreement or the matters contemplated hereunder shall be instituted exclusively in the federal courts of the United States or the courts of the State of New York in each case located in the city of New York and County of New York, and each Party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action or proceeding and waives any objection based on improper venue or *forum non conveniens*. Service of process, summons, notice or other document by mail to such Party's address set forth herein shall be effective service of process for any suit, action or other proceeding brought in any such court.

5. Mutual Waiver of Jury Trial. THE COMPANY AND THE EMPLOYEE EACH WAIVE THEIR RESPECTIVE RIGHT TO A TRIAL BY JURY OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OR RELATED TO THIS AGREEMENT IN ANY ACTION, PROCEEDING OR OTHER LITIGATION OF ANY TYPE BROUGHT BY ANY OF THE PARTIES AGAINST ANY OTHER PARTY OR ANY AFFILIATE OF ANY OTHER SUCH PARTY, WHETHER WITH RESPECT TO CONTRACT CLAIMS, TORT CLAIMS OR OTHERWISE. THE COMPANY AND THE EMPLOYEE EACH AGREE THAT ANY SUCH CLAIM OR CAUSE OF ACTION SHALL BE TRIED BY A COURT TRIAL WITHOUT A JURY. WITHOUT LIMITING THE FOREGOING, THE PARTIES FURTHER AGREE THAT THEIR RESPECTIVE RIGHT TO A TRIAL BY JURY IS WAIVED BY OPERATION OF THIS SECTION AS TO ANY ACTION, COUNTERCLAIM OR OTHER PROCEEDING WHICH SEEKS, IN WHOLE OR IN PART, TO CHALLENGE THE VALIDITY OR ENFORCEABILITY OF THIS AGREEMENT OR ANY PROVISION HEREOF. THIS WAIVER SHALL APPLY TO ANY SUBSEQUENT AMENDMENTS, RENEWALS, SUPPLEMENTS OR MODIFICATIONS TO THIS AGREEMENT.

6. No Right to Continued Employment. Nothing in this Agreement confers on you any right to continued employment with the Company or any of its affiliates or successors. You remain an at-will employee for the duration of your employment with the Company, which means you or the Company may terminate your employment at any time.

7. Section 409A. This Agreement is intended to comply with Section 409A of the Internal Revenue Code ("***Section 409A***") or an exemption thereunder and shall be construed and administered in accordance with Section 409A. Notwithstanding any other provision of this Agreement, payments provided under this Agreement may only be made upon an event and in a

manner that complies with Section 409A or an applicable exemption. Any payments under this Agreement that may be excluded from Section 409A as a short-term deferral shall be excluded from Section 409A to the maximum extent possible. Notwithstanding the foregoing, the Company makes no representations that the payments and benefits provided under this Agreement comply with Section 409A, and in no event shall the Company be liable for all or any portion of any taxes, penalties, interest, or other expenses that may be incurred by the Employee on account of non-compliance with Section 409A.

8. Amendment and Waiver. The provisions of this Agreement may be amended or waived only with the prior written consent of the Company and the Employee, and no course of conduct or course of dealing or failure or delay by any Party hereto in enforcing or exercising any of the provisions of this Agreement shall affect the validity, binding effect or enforceability of this Agreement or be deemed to be an implied waiver of any provision of this Agreement.

9. Counterparts. This Agreement or any amendment hereto may be executed in counterparts, each of which when so executed and delivered shall be an original, but all of which shall together constitute one and the same instrument. This Agreement may be executed and delivered by facsimile or electronic transmission with the same force and effect as if the same were a fully executed and delivered original manual counterpart.

10. Survival. Sections 2 through 10 shall survive and continue in full force in accordance with their terms notwithstanding the termination of the Retention Period, Employee's employment with the Company, or this Agreement.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date first above written.

TELADOC HEALTH, INC.	**EMPLOYEE**
By: /s/ Adam Vandervoort	By: /s/ Kelly Bliss
Name: Adam Vandervoort	Name: Kelly Bliss
Date: April 26, 2024	Date: April 26, 2024

Exhibit 10.48

Execution Version

31 May 2018

ADVANCE MEDICAL HEALTH-CARE MANAGEMENT SERVICES, S.A.

(as Company) and

Mr Nueno

(as Executive Director)

SERVICES AGREEMENT

Barcelona, on 31 May 2018

THE PARTIES

On the one part,

ADVANCE MEDICAL HEALTH-CARE MANAGEMENT SERVICES, S.A., a company organized and existing under the laws of Spain, registered with the Commercial Registry of Barcelona with registered address at Paseo de la Castellana no. 79, planta 7, 28046 Madrid, Spain, and with Spanish Tax Identification Number A-62103999 (the **"Company"),** represented by Mr. Jochem Jasper Schoevers, of legal age, of Dutch nationality, with professional address at [ ] and holder of passport of his nationality number [ ], in force, and Spanish Tax I.D. (N.I.E.) number [ ], in force.

On the other part,

Mr Nueno, of legal age, of Spanish nationality, with address for these purposes at [ ], and holder of Spanish National Identity no. [ ] (hereafter, **"Mr Nueno"** or the **"Executive Director").**

The Company, and Mr Nueno shall henceforth be jointly referred to herein as the **"Parties"** and each of them individually as a **"Party".**

WHEREAS

(A) The Company provides tele-medical information services and coordinates medical emergencies and medical assistance services at home.

(B) On today's date, Best Doctors International Insurance S.a.r.l, a company ultimately fully owned by Teladoc, Inc. **("Teladoc"),** acquired, either directly and indirectly, the entire share capital of the Company and its subsidiaries (the **"Transaction")** following the consummation of a share purchase agreement (the **"Share Purchase Agreement")** and other transaction documents. In the context of the Transaction, it has been agreed that Mr Nueno will remain as a member of the board of directors of the Company (the **"Board")** and perform executive functions as Co-CEO of the Company and Co-CEO of the International Division of the Group (as the term **"Group"** is defined below).

(C) The Parties have agreed to enter into a new services' agreement in order to regulate the terms and conditions applicable to the performance by Mr Nueno of his services as executive director and to comply with article 249 of the Spanish Companies Act, thus cancelling and superseding by this Agreement any previous agreement or arrangement between the Parties including but not limited to the service agreement dated 21 December 2017.

NOW THEREFORE, the Parties, having the sufficient legal capacity to enter into this agreement, mutually agree to enter into this services agreement (hereafter, the **"Agreement"),** subject to the following

CLAUSES

1. PURPOSE OF THIS AGREEMENT

This Agreement is entered into pursuant to section 249 of the Spanish Companies Act and sets out the terms and conditions of the relationship between the Company and Mr Nueno in his capacity as executive director.

2. TERM

This Agreement shall come into full effect on today's date and is entered into for an indefinite period until terminated in accordance with clause 14 below.

3. PLACE OF PERFORMANCE OF SERVICES

The Executive Director will render his services at the offices of the Company located in Via Augusta, 252-260, 08017 Barcelona, or such other place as the Company may from time to time require for the proper performance of his duties, provided that the new premises are not located more than 50 miles away from his original place of work.

The Executive Director undertakes to travel to any other locations, whether in Spain or abroad, when necessary to carry out his duties.

4. APPOINTMENT AND DUTIES

The Executive Director will carry out the duties as Co-CEO of the Company and Co-CEO of the International Division of the Group (operations outside North America) assuming the responsibilities deriving from such positions and performing the functions inherent in the same, subject at all times to the requirements of good faith, the provisions set out in this Agreement, the bylaws of the Company and applicable law. The Executive Director shall also remain a member of the Board.

For the purposes of this Agreement, Teladoc and its subsidiaries from time to time (and, for the avoidance of doubt, including the Company and its subsidiaries from and after closing of the Transaction) are collectively referred to as the **"Group"** and each individually as a **"Group Company".**

The Executive Director shall, in the performance of his duties, report to the Board and the President of Teladoc.

The Executive Director shall during the continuance of this Agreement (without further remuneration) if and for so long as the Company requires, act as an officer of any Group Company or hold any other appointment or office as nominee or representative of any Group Company.

The Parties expressly agree and acknowledge that the relationship of Mr Nueno as member of the Board and Co-CEO of the Company and Co-CEO of the International Division of the Group is of a commercial *("mercantil")* nature and therefore it should not be regarded or otherwise qualified as an employment relationship.

5. DEDICATION TO THE BUSINESS

5.1 Exclusivity

The Executive Director is required to devote his services to the Company on a full-time basis. During the term of this Agreement, unless expressly authorised by the Company, the Executive Director shall not be employed by, own, manage, control or participate in the ownership, management, operation or control of any business entity that competes with the Company or any Group Company, or otherwise undertake any obligation inconsistent with the terms hereof.

5.2 Time of performance of services

The Executive Director's working day and working hours will be freely determined by the Executive Director to accommodate the performance of his duties under this Agreement.

5.3 Annual leave and public holidays

In keeping with the flexibility agreed with respect to his working days and working hours, the Executive Director will be entitled to annual leave and public holidays, unless, under occasional or exceptional circumstances, such holidays become working days due to business related travel or meetings.

In addition to public holidays, the Executive Director's annual leave entitlement will be 30 calendar days, which will be taken at a time that is convenient to the Parties. Notwithstanding this, the Company may exclude or establish certain periods for annual leave according to its needs.

6. REMUNERATION

The remuneration of the Executive Director for the services to be provided as member of the Board and for the executive duties regulated herein shall consist of the following:

6.1 Base salary

The Executive Director shall receive a gross base remuneration amounting to USD 400,000 per year payable monthly by credit transfer to a bank account nominated by the Executive Director (the **"Base Salary").** For the avoidance of doubt, this amount includes any remuneration established for the position as member of the Board.

6.2 Annual bonus

(a) Year 2018

For the calendar year 2018 only, the annual bonus of the Executive Director shall be composed of:

(i) A guaranteed annual bonus of USD 250,000 **("Base Guaranteed Bonus")** which shall be paid in cash on a pro-rata basis by reference to the time served in 2018 since today's date. The Base Guaranteed Bonus shall be paid not later than March 15, 2019; and,

(ii) An additional sum (the **"Additional Bonus")** if certain revenue and EBITDA targets are met, as follows:

(A) If the Company's management plan for 2018 is met with respect to (i) the revenue and (ii) the EBITDA targets at a 125% fulfilment rate, the Executive Director shall be entitled to an Additional Bonus of USD 125,000.

(B) If the Company's management plan for 2018 is met with respect to (i) the revenue goals and (ii) the EBITDA targets at a 140% fulfilment rate, the Executive Director shall be entitled to an Additional Bonus of USD 125,000 (in addition to the Additional Bonus provided under Clause 6.2(a)(ii)(A)).

Any Additional Bonus shall be paid on a pro-rata basis in reference to the time served in 2018 since today's date in cash or in Teladoc's restricted stock units (valued on their grant date) under the terms of the Teladoc, Inc. 2015 Incentive Award Plan (the **"2015 Plan")** or any successor plan of Teladoc or

the Company, all as determined by Teladoc in its sole discretion. The Additional Bonus shall be paid not later than March 15, 2019.

In the event that this Agreement is terminated by the Company without Cause or by the Executive Director for Good Reason at any time prior to the relevant payment date for the Base Guaranteed Bonus or the Additional Bonus, the Executive Director shall be entitled to receive a pro-rata portion of such Additional Bonus for the period up to termination. For the avoidance of doubt, payment of the Base Guaranteed Bonus and the Additional Bonus will in all other events be subject to this Agreement remaining in effect until the relevant payment date.

(b) Year 2019

For the calendar year 2019, the Executive Director shall be entitled to an annual guaranteed bonus of USD 250,000 which shall be paid in cash (the **"2019 Bonus").** The 2019 Bonus shall be paid not later than March 15, 2020.

In the event that this Agreement is terminated by the Company without Cause or by the Executive Director for Good Reason at any time prior to the relevant payment date for the 2019 Bonus, the Executive Director shall be entitled to receive a pro-rata portion of such 2019 Bonus for the period up to termination. For the avoidance of doubt, payment of the 2019 Bonus will in all other events be subject to this Agreement remaining in effect until the relevant payment date.

(c) Following years

From the calendar year 2020 onwards, the Executive Director shall be eligible to receive an annual discretionary bonus, with an annual target bonus of USD 250,000 subject to the satisfaction of such targets and conditions as will be notified to the Executive Director from time to time (the **"Discretionary Bonus").**

Payment of the Discretionary Bonus (if any) will be made by March 15 in the calendar year following the performance year. In the event that this Agreement is terminated by the Company without Cause or by the Executive Director for Good Reason at any time prior to the relevant payment date for the Discretionary Bonus, the Executive Director shall be entitled to receive a pro-rata portion of such Discretionary Bonus for the period up to termination. For the avoidance of doubt, payment of the Discretionary Bonus will in all other events be subject to this Agreement remaining in effect until the relevant payment date.

6.3 2017 Employment Inducement Incentive Award Plan (the **"2017 Plan")**

The Executive Director will, on the closing date of the Transaction, be granted an initial equity award of Teladoc with a value of 5,000,000 US dollars (as determined by Teladoc's board of directors or its authorized committee and split 75% in restricted stock units and 25% in options) which shall vest in two equal annual instalments. The rights and obligations of the Executive Director under these awards will be subject to the rules of the 2017 Plan (as amended from time to time) and the award agreement which will be entered into between the Executive Director and Teladoc on or around the date of this Agreement (as amended from time to time). The Company shall procure that Teladoc takes such steps as are necessary to give effect to this Clause 6.3.

For the avoidance of doubt, participation in the 2017 Plan and/or the 2015 Plan shall not create an employment relationship between the Executive Director and the Company or any Group Company.

6.4 Transaction Bonus

The Executive Director will be entitled to receive a one-time cash bonus in the form and amount agreed to by the Parties on 29 May 2018 **("Transaction Bonus Letter").**

6.5 Benefits

The Executive Director shall be entitled to the following benefits (the **"Benefits"):**

(a) Company vehicle

The Company shall make available to the Executive Director a vehicle for professional and private use, similar in category to that being currently used by the Executive Director.

The expenses arising from the use of the company vehicle (insurance, maintenance and repairs), shall be paid by the Company according the policy in force from time to time. Petrol expenses for professional use of the company vehicle (but not for its private use) shall be reimbursed by the Company to the Executive Director in accordance with its policy.

(b) Computer and mobile telephone

The Company shall make available to the Executive Director a mobile telephone and a personal computer for professional use similar to those being currently used by the Executive Director. The expenses incurred by the professional use thereof shall be paid by the Company.

(c) Insurance

The Company will assume the cost of the following insurance policies of which the Executive Director is currently beneficiary (or any other in substitution thereof, with the consent of the Executive Director, on no less favorable terms and conditions): i) private health insurance for the Executive Director and his direct relatives; and ii) life insurance for the Executive Director.

6.6 Notwithstanding any provision to the contrary in the 2017 Plan, the 2015 Plan or any other equity incentive plans of Teladoc or any Group Company (together, the **"Teladoc Plans"),** or any notice of grant or award agreement given to the Executive Director in connection with awards granted under the Teladoc Plans, this Agreement shall govern the vesting of any such awards on termination of this Agreement.

7. TAXES

Payments under this Agreement will be made net of all deductions and withholdings of applicable taxes and social security contributions that are required to be made by law. All income tax and other withholdings deriving from this Agreement and which are payable by the Executive Director shall be borne solely by the Executive Director.

8. EXPENSES

All reasonable travel expenses as well as other third party expenses directly incurred by the Executive Director in the Company's interest, and which are commensurate with his position and responsibilities, shall be reimbursed by the Company provided that the Executive Director provides a valid business justification and all evidence reasonably required by the Company for such expenses.

9. PERSONAL DATA PROCESSING

9.1 Processing of the Director's personal data by the Company

The Executive Director is aware that business, IT, human resources and compliance policies are and must be analyzed and applied on a Group Company wide basis. This means that the Company and the Group must participate from time to time in the adoption of measures relating to these policies. As part of his obligations under this Agreement, the Executive Director must comply with all the Group policies of which he is notified from time to time.

The Executive Director gives his consent to the Company and any other Group Company to process the information in this Agreement, as well as the information generated as a consequence of the Executive Director performing his duties (including data concerning health or trade union affiliation), for the following purposes:

(a) executing, managing and monitoring the Executive Director's relationship within the Company and the Group (in particular, verifying the Executive Director's compliance with the use of email and internet access policies and other internal Group policies communicated to him at any time, protecting confidential information, Company property and the security of its IT systems, and coordinating and guaranteeing the continuity of the activity, etc.); and

(b) ensuring the Company's and Group's compliance with its statutory (local and foreign) obligations and with judicial and administrative decisions (local or foreign).

The Executive Director declares that he has been informed that the laws of non-EU countries do not, in general, offer an official level of protection to personal data equivalent to that offered by Spanish legislation.

The rights to access, amend, object, delete, to data portability, to restrict processing, to not be the subject of automated decision making and to any other rights that may apply regarding the processing can be exercised by sending a written communication to any member of the human resources department of the Company.

9.2 Director's processing of third party personal data

The services rendered by the Executive Director to the Company may imply the processing of personal data of which the Company is the data controller. The Executive Director undertakes to process such personal data in accordance with the applicable regulation, that is, according with the terms and conditions established in Annex 1.

10. CONFIDENTIALITY

10.1 The Executive Director acknowledges that, during the performance of his executive duties and as member of the Board, he has access to and will become informed of confidential and proprietary information of the Company or any Group Company (the **"Confidential Information").** The Executive Director further acknowledges that all such Confidential Information is and will remain at all times the property of the Company or any Group Company.

10.2 Confidential Information shall mean all information of any nature and in any form, whether written, oral or electronic, that is disclosed to or known by the Executive Director as a consequence of or through his services for the Company, whether such information is developed by the Company or is submitted to the Company in confidence by third parties and shall include, without limitation:

(a) any information concerning the business accounts, finance plans or strategies of the Company, any Group Company or of any client or customer of the Company or any Group Company;

(b) any confidential report or research commissioned by or on behalf of the Company, any Group Company or any of their respective clients and customers in connection with the business or affairs of the Company, any Group Company or any of their respective clients;

(c) any trade secrets of the Company or any Group Company, including know-how and confidential transactions; and

(d) any other information deemed confidential by the Company or any Group Company which has or may have come to the knowledge of the Executive Director in the course of his employment for the Company.

Confidential Information shall not include any information that was part of the public domain at the time of disclosure to the Executive Director or becomes part of the public domain, otherwise than as a result of a direct or indirect disclosure by the Executive Director in breach of this Agreement.

10.3 The Executive Director shall use Confidential Information only for the purposes of carrying out his duties in the Company and not for any other purposes. During the continuance of this Agreement and after its termination, the Executive Director covenants and agrees to hold in strictest confidence and to exercise the utmost diligence to maintain the confidentiality of any Confidential Information or any other information as to the affairs, dealings and concerns of the Company or any Group Company. The Executive Director shall use his best efforts to prevent the publication or disclosure of the same to any third party and shall not, during the continuance of this Agreement and after the termination of this Agreement, except with the prior written consent of the Company or as required by law or in the proper performance of his duties:

(a) use for the benefit or purposes of the Executive Director or any other third party, any Confidential Information; or

(b) directly or indirectly reveal, furnish, divulge or otherwise make known or available to any third party, any Confidential Information.

10.4 The Executive Director acknowledges and agrees that his obligations under this Clause are reasonable and necessary for the protection of the Company's business interests and are in addition to any other obligations of confidentiality that the Executive Director may have to the Company or any Group Company under other applicable law.

11. INDUSTRIAL AND INTELLECTUAL PROPERTY RIGHTS

11. I Purpose

For the purposes of this Agreement, **"Industrial and Intellectual Property Rights"** are all rights recognized by intellectual property legislation (copyright, related rights and any other sui generis rights), and all rights recognized by industrial property legislation (patents, brands utility models, industrial or artistic sketches and models, topographies of semi-coductor products, plant varieties and any other similar rights).

"Works, Inventions and Trade Secrets" are all the creations and other objects and services protected by intellectual property and industrial property laws, and laws applicable to know how.

11.2 Assignment of Works, Inventions and Trade Secrets Rights

As a consequence of the direct, indirect, implicit or explicit tasks that the Executive Director will perform under this Agreement and pursuant to the specific instructions received from the Company and the Group's policies and practices, the Executive Director acknowledges that his activities could result in the development of Works, Inventions and Trade Secrets, being them at his own initiative or that of the Company. The Company will provide the Executive Director with the means he requires for such purposes. In addition, the Executive Director acknowledges that he will have access to the Company's information and, therefore, the Executive Director will acquire knowledge to which he would not have had access if he were not an executive director of the Company.

By means of this Agreement, the Executive Director assigns to the Company title over all the rights to the Works, Inventions and Trade Secrets that he might make, create, develop or discover during the term of this Agreement, except for those rights that by law correspond exclusively to the Executive Director.

The assignment is permanent and exclusive and implies the right to transfer and license the Works, Inventions and Trade Secrets rights to third parties, worldwide, and during the entire period of protection established by the law for the right in question.

It is understood that the assignment is made for any purpose, form, medium, procedure or system to use the Works, Inventions and Trade Secrets, including analogue and digital media. The Executive Director expressly authorizes the Company to disclose the Works, Inventions and Trade Secrets.

11.3 Registration of the Industrial and Intellectual Property Rights over the Works, Inventions and Trade Secrets

The Company is entitled to decide whether it will protect the Works, Inventions and Trade Secrets and, if so, the form of protection it considers most appropriate.

All Works and Inventions and Trade Secrets developed by the Executive Director during the term of this Agreement may be registered by the Company directly, at the Company's own discretion and convenience which shall be the entity responsible for its registration, protection and peaceful use.

The Company will be entitled to request any authority or registry anywhere in the world to register the Works, Inventions and Trade Secrets in its name and as it sees fit. Nevertheless, the Company will acknowledge the Executive Director's copyright and any other applicable moral right, except in cases where the copyright is legally attributable to the Company.

11.4 Formalisation of documents

The Executive Director undertakes to: (i) subscribe any private or public document and carry out any other necessary act for the assignment to the Company to take effect and for the registration of the Industrial and Intellectual Rights that the Company decides to register; and
(ii) continue collaborating with the Company for such purposes (at the Company's expense), even after the termination of this Agreement for any reason.

In particular, the Executive Director undertakes to collaborate with the Company (at the Company's expense) in drafting the patent applications it decides to file as a result of the assignment of the rights over the Works Inventions and Trade Secrets.

11.5 Notification and confidentiality duties

The Executive Director will inform the Company of any Work, Invention or Trade Secret created during the term of this Agreement, or during the year after its termination for any reason, within a maximum period of one month following the creation of the Work, Invention or Trade Secret. The duty to inform includes all the Works, Inventions and Trade Secrets regardless of whether or not title over them is held by the Executive Director. The Company will notify the Executive Director in writing of its opinion as to who holds title over the Works, Inventions and Trade Secrets.

The Executive Director will keep all the Works, Inventions and Trade Secrets referred to in this clause confidential. The Works, Inventions and Trade Secrets must not be fully or partially disclosed, even to other Company employees, except to fulfil the notification duty established in the previous paragraph, This confidentiality duty will exist during the entire term of this Agreement and after its termination. The Executive Director will only be exonerated from the confidentiality duty by the express written authorisation of the Company or, in accordance with the previous paragraph, when the Company has notified Executive Director that title over the Work, Invention or Trade Secret is held by him and the Company does not reserve the right to use that Work, Invention or Trade Secret if such reservation is permitted by law.

The confidentiality duty established in this clause broadens the scope of the general confidentiality duty established in clause IO of this Agreement.

I 1.6 Non-compete obligation

The Executive Director is not entitled to use, directly or through third parties, the Works, Inventions and Trade Secrets that belong to, are reserved for or used by the Company by law or pursuant to this clause. When the Executive Director owns a Work, Invention or Trade Secret, he undertakes not to use it, directly or through third parties, when such use relates to the Company's activities. For these purposes, the Company's activities should be interpreted in the broadest sense so as to include its main activity and any secondary or ancillary activities, as well as new activities that the Executive Director is aware that the Company is considering performing.

This non-compete obligation will be in force during the term of this Agreement and five years after its termination.

I I. 7 Specific remuneration

The Executive Director acknowledges that the remuneration established in Clause 6 of this Agreement takes into account the assignment ofrights and duties established in this clause.

12. COMPANY PROPERTY

12.1 Duty of care

The Executive Director must keep all documents, objects and materials that he receives from the Company safe and in good condition.

12.2 Returning property

Upon the termination of this Agreement for any reason, the Executive Director will deliver to the Company any documentation and records relating to the Company or any Group Company transactions, Company or any Group Company clients and to any companies that have had any dealings with the Company. The Executive Director will not be entitled to retain any copies of such documentation.

The Executive Director must also return to the Company all the objects that he has received from the Company, including but not limited to, the company car, mobile telephone or any other electronic device, hardware and software, credit cards, keys O1' cards to access the workplace etc., and any other items belonging or relating to the Company that may be in the Executive Director's possession or under his control.

13. USE OF EMAIL AND INTERNET ACCESS

The Executive Director will have Internet access and an e-mail account in order to carry out his duties. The Executive Director expressly agrees that such work tools belong to the Company. Therefore, the Executive Director must generally only use the Internet access and e-mail account for work related reasons. However, the usage of these tools for personal reasons is permissible as long as such use is reasonable, proportional and in accordance with the contractual obligation of good faith, and provided that he respects the security measures protecting information and IT systems.

The Executive Director must comply at all times with the Company's information and IT systems security measures which are notified to the Executive Director.

The Company can access the Executive Director's electronic communications (by e-mail and Internet) and monitor their use in order to: (i) monitor the performance of this Agreement (and, specifically, compliance with the foregoing paragraphs and any other internal policies notified to the Executive Director at any time under this Agreement); (ii) guarantee the security of the Company's information and IT systems; (iii) avoid any Company liability as a result of any wrong-doing; and (iv) coordinate and guarantee the continued performance of the Executive Director's activities after the termination of this Agreement, in the Executive Director's absence (e.g., due to illness or vacation) or if the Executive Director has not taken any other necessary measures to guarantee the management of electronic correspondence (e.g., activation of automatic replies or automatic forwarding tools).

Therefore, the Executive Director expressly accepts and authorizes the Company to access the email account given to him by the Company and his browsing history, insofar as this is necessary to achieve the abovementioned goals.

14. TERMINATION

14.1 Termination by the Executive Director

(a) Resignation

The Executive Director may terminate this Agreement at any time and for any reason provided that at least six (6) months' written notice is served to the Company.

(b) On or following the service of notice by the Executive Director under this Clause 14.l(a), the Company may, in its discretion, terminate the Agreement at any time and with immediate effect by making to the Executive Director a payment in lieu of notice equal to the Base Salary and the cost to the Company of the Benefits which the Executive Director would have been entitled to receive during the notice period (or, if applicable, the remainder of the notice period) referred to in this Clause 14.l(a), which amounts will be payable in instalments in accordance with the Company's payroll practices and will be subject to the Executive Director's continued compliance with the restrictive covenants regulated in Clause 15 below.

(c) Termination for Good Reason

The Executive Director may terminate this Agreement for Good Reason at any time.

For the purposes of this Agreement, **"Good Reason"** shall mean:

(i) A serious breach of this Agreement by the Company; or

(ii) A material modification of the contractual terms and conditions agreed by the Parties without the written consent of the Executive Director.

Notwithstanding the foregoing, a termination of this Agreement for Good Reason shall not have occurred unless: (a) the Executive Director gives written notice to the Company of termination of service within thirty (30) days after the Executive Director first becomes aware of the occurrence of the circumstances constituting Good Reason, specifying in reasonable detail the circumstances constituting Good Reason; (b) the Company has failed within thirty (30) days after receipt of such notice to cure the circumstances constituting Good Reason; and (c) the Executive Director terminates this Agreement within sixty (60) days of such failure to cure.

(d) In the event of termination of this Agreement by the Executive Director for Good Reason, subject to the Executive Director's continued compliance with the restrictive covenants regulated in Clause 15 below, in addition to payment for the notice period referred to in Clause 14.l(a), the Executive Director shall also be entitled to the following:

(i) a severance payment equal to twelve (12) months of Base Salary together with the cost to the Company of providing the Benefits during twelve months, which amounts will be payable in instalments in accordance with the Company's payroll practices; and

(ii) notwithstanding any provision to the contrary in the Teladoc Plans, or any notice of grant or award agreement given to the Executive Director in connection with awards granted under the Teladoc Plans, all unvested equity or equity-based awards granted to the Executive Director under the Teladoc Plans that were scheduled to vest within twelve (12) months after the date of the termination shall become immediately vested as to time, with any such awards that are subject to performance-based vesting conditions remaining eligible to vest to the extent the performance conditions are satisfied during such twelve-month period (provided that nothing herein shall operate to extend the term, if any, of an award beyond the final expiration date provided in the applicable award agreement or prohibit the award from being treated in substantially the same manner as awards held by Group employees in the context of a Change of Control (as the term "Change of Control" is defined below) or other corporate transaction), provided that if the termination occurs during the twelve (12) months following a Change of Control, all unvested equity or equity-based awards granted to the Executive Director under the Teladoc Plans shall become immediately vested as to time and any such awards that are subject to performance-based vesting will remain eligible to vest to the extent the performance conditions are thereafter satisfied (provided that nothing herein shall operate to extend the term, if any, of an award beyond the final expiration date provided in the applicable award agreement or prohibit the award from being treated in substantially the same manner as awards held by Group employees in the context of a Change of Control or other corporate transaction).

For the purposes of this Agreement **"Change of Control"** shall mean: (i) any transaction or series of related transactions resulting in the consummation of a merger, combination, consolidation or other reorganization of Teladoc with or into any third party (other than any such merger, combination, consolidation or reorganization

following which the holders of capital stock of Teladoc immediately prior to such merger, combination, consolidation or reorganization continue to hold, solely in respect of their interests in Teladoc' s capital stock immediately prior to such merger, combination, consolidation or reorganization, at least fifty-five percent (55%) of the voting power of the outstanding capital stock of Teladoc or the surviving or acquiring entity); (ii) any transaction or series of related transactions resulting in the consummation of the sale, lease, exclusive or irrevocable licensing or other transfer of all or substantially all of the assets of Teladoc to a third party (other than any such sale, lease, exclusive or irrevocable licensing or transfer following which the holders of capital stock of Teladoc immediately prior to such sale, lease, exclusive or irrevocable licensing or transfer continue to hold, solely in respect of their interests in Teladoc's capital stock immediately prior to such sale, lease, exclusive or irrevocable licensing or transfer, at least fifty-five percent (55%) of the voting power of the outstanding capital stock of the acquiring entity); or (iii) any transaction or series of related transactions resulting in the transfer or issuance, whether by merger, combination, consolidation or otherwise, of Teladoc securities to a person or group if, after such transfer or issuance, such person or group would hold fifty-five percent (55%) of the voting power of the outstanding capital stock of Teladoc.

The Company shall procure that Teladoc takes such steps as are necessary to give effect to this Clause 14.1(d)(ii).

14.2 Termination by the Company

(a) Termination for Cause

The Company may terminate this Agreement for Cause at any time. In this event, the Executive Director shall not be entitled to receive any severance payment.

For the purposes of this Agreement, **"Cause"** shall mean:

(i) Continued failure to perform assigned duties, the Executive Director's contravention of specific lawful and reasonable directions or of instructions or guidelines of the Board or the President of Teladoc or the Executive Director's contravention of his fiduciary duties or any other obligations imposed to members of the Board under applicable laws;

(ii) Acts of dishonesty by the Executive Director, resulting or intending to result in personal gain or enrichment at the expense of the Company or any Group Company, including any act of corruption or fraud, the giving or receiving of bribes, facilitation payments or kickbacks;

(iii) Conviction of a crime by the Executive Director (other than a road traffic offense) or the commission of any material felony by the Executive Director;

(iv) Failure to comply in all material aspects with the Group's code of conduct or other mandatory policies that may from time to time apply to the Executive Director or to the rest of the staff and which the Executive Director had been notified of;

(v) Wilful misconduct, or intentional misconduct or gross or fraudulent negligence in the performance of assigned duties; or

(vi) Breach of restrictive covenants under which the Executive Director is subject under this Agreement.

14.3 Termination without Cause

The Company may terminate this Agreement at any time and without Cause provided that at least six (6) months' written notice is served to the Executive Director.

On or following the service of notice by the Company under this Clause 14.3, the Company may, in its discretion, terminate the Agreement at any time and with immediate effect by making to the Executive Director a payment in lieu of notice equal to the Base Salary and the cost to the Company of the Benefits which the Executive Director would have been entitled to receive during the notice period (or, if applicable, the remainder of the notice period) referred to in this Clause 14.3, which amounts will be payable in instalments in accordance with the Company's payroll practices and will be subject to the Executive Director's continued compliance with the restrictive covenants regulated in Clause 15 below.

In this event, in addition to payment for the notice period referred to in this Clause 14.3, the Executive Director shall also be entitled to the following, subject to the Executive Director's continued compliance with the restrictive covenants regulated in Clause 15 below:

(a) a severance payment equal to twelve (12) months of Base Salary together with the cost for Company of providing the Benefits during twelve months, which amounts will be payable in instalments in accordance with the Company's payroll practices; and

(b) notwithstanding any provision to the contrary in the Teladoc Plans, or any notice of grant or award agreement given to the Executive Director in connection with awards granted under the Teladoc Plans, all unvested equity or equity-based awards granted to the Executive Director under the Teladoc Plans that were scheduled to vest within twelve (12) months after the date of the termination shall become immediately vested as to time, with any such awards that are subject to performance-based vesting conditions remaining eligible to vest to the extent the performance conditions are satisfied during such twelve-month period (provided that nothing herein shall operate to extend the term, if any, of an award beyond the final expiration date provided in the applicable award agreement or prohibit the award from being treated in substantially the same manner as awards held by Group employees in the context of a Change of Control or other corporate transaction), provided that if the termination occurs during the twelve (12) months following a Change of Control, all unvested equity or equity based awards granted to the Executive Director under the Teladoc Plans shall become immediately vested as to time and any such awards that are subject to performance based vesting will remain eligible to vest to the extent the performance conditions are thereafter satisfied (provided that nothing herein shall operate to extend the term, if any, of an award beyond the final expiration date provided in the applicable award agreement or prohibit the award from being treated in substantially the same manner as awards held by Group employees in the context of a Change of Control or other corporate transaction).

The Company shall procure that Teladoc takes such steps as are necessary to give effect to this Clause I 4.3(b).

15. NON-COMPETE AND NON-SOLICITATION

15.1 The Executive Director acknowledges and accepts that, due to the nature of his duties, the information acquired and the potential harm to the Company or any Group Company, it is reasonable and fair that the interests of the Company and the Group must be protected through the post-employment restrictions contained in this Clause.

The restrictions agreed in Clauses 15.2 and 15.3 below are (i) in addition to, and not in lieu of, any other non-competition, non-solicitation or other similar restrictions in any agreement by which the Executive Director is bound, including the Share Purchase Agreement and (ii) enforceable independently of each of the other and the validity of one is not affected if any of the others is invalid. If any part of the restriction is void but would be valid if some part of the restriction were deleted, the restriction in question applies with such modifications as may be necessary to make it valid.

15.2 Post-contractual non-compete restrictions

Due to the special nature of the duties performed by the Executive Director, the Parties expressly agree that the Executive Director shall not, for a period of 18 months following termination of this Agreement, in the Relevant Territory, directly or indirectly, either for himself or through any other person, be engaged as an employee, agent, consultant, director, equity holder, manager, co-partner or in any other individual or representative capacity, own, operate, manage, control, engage in, invest in, be employed by or participate in any manner in, act as a consultant or advisor to, render services for in any way whatsoever (alone or in association with any person) with a Competitor, provided that this Clause 15.2 shall not prohibit you from holding an Investment.

For the purposes of Clause 15.2 above:

"Competitor" means any corporation, partnership or other entity that competes, or that owns a significant interest in any corporation, partnership or other entity that competes, with any business activity which the Company or any Group Company engages in, at the time of termination of the Agreement and with which business activity the Executive Director was materially concerned during the period of 12 months prior to the termination of this Agreement.

"Investment" means any holding as a bona fide investment of not more than five per cent of the total issued share capital in any company, provided such company does not carry out a business which is competitive with any business carried on by the Company or any Group Company.

"Relevant Territory" means the those areas where the Company or any Group Company operates or has operated its business in the period of 12 months prior to the termination of this Agreement and with which area the Executive Director was materially concerned at any time during that 12 month period.

15.3 Post-contractual non-solicitation of clients, employees and collaborators

The relationship between the Company or any Group Company and its clients and customers, constitutes a valuable asset of the Company or any Group Company and may not be converted to the Executive Director's own use, or for the use of any third party. Accordingly, the Executive Director shall not during a period of 18 months following tennination of this Agreement (through any person, corporation, partnership or other business entity of any kind), solicit or entice away or in any manner attempt to persuade, any person or company which was a client or customer, of the Company or any Group Company in the 12 months prior to the termination of this Agreement and with whom the Executive Director had material dealings in that 12 month period (i) to discontinue or diminish his, her or its relationship with the Company or any Group Company or (ii) to otherwise provide his, her or its business to any Competitor.

15.4 The employees and collaborators of the Company or any Group Company are one of its most important assets, and the Company wishes to protect its interest in retaining valuable employees and collaborators. Accordingly, the Executive Director shall not shall not during a

period of 18 months following termination of this Agreement, directly or indirectly in any capacity (including through any person, corporation, partnership or other business entity of any kind), solicit, induce, entice, influence, or encourage any of the Company's or Group Company's employee to leave the Company or any Group Company or become hired or engaged by another company.

15.5 Specific consideration

The Executive Director acknowledges that the substantial remuneration established in Clause 6 already includes the consideration of the restrictive covenants regulated in this clause.

16. FINAL PROVISIONS

16.1 Entire agreement

Except with respect to the Share Purchase Agreement and the Transaction Bonus Letter, this Agreement cancels and supersedes all prior contractual documents that were entered into between the Company and the Executive Director prior to this Agreement (including the service agreement executed on 21 December 2017) with effect as of today's date.

In particular, any previous relationship between the Executive Director and the Company or the Group Company will be terminated with effect as of today's date with no outstanding claims by the Executive Director against the Company. As from today's date, the only valid relationship between the Company and the Executive Director shall be that governed by this Agreement.

16.2 Amendments

This Agreement may only be amended by means of a written document signed by the Parties referring explicitly to the Agreement.

16.3 Partial invalidity

The total or partial invalidity, illegality and unenforceable nature of any of the clauses of this Agreement will not affect or prevent the validity of the part of the clause that is not invalid, illegal or unenforceable or the other clauses, which shall remain fully valid and in effect. This notwithstanding, the invalid or unenforceable Clause or Clauses shall be interpreted and fulfilled (insofar as is possible) pursuant to the initial intention of the Parties.

16.4 Counterparts

This Agreement may be executed in any number of counterparts, each of which, when executed, shall be an original, and all the counterparts together shall constitute one and the same instrument.

17. GOVERNING LAW AND JURISDICTION

This Agreement shall be governed by Spanish law and, in particular, by the Spanish Companies Act and developing legislation as well as by civil and commercial regulations and general principles of law and any other regulation that may be applicable.

The Parties, waiving their right to any other forum to which they may be entitled, agree to submit any disputes that may arise in relation to the interpretation, performance or termination of this Agreement to the courts and tribunals of the city of Madrid.

18. CODE SECTION 409A

18.1 The intent of the parties is that the payments and benefits under this Agreement comply with or be exempt from Section 409A of the Code and the regulations and guidance promulgated thereunder (collectively, **"Section 409A")** and, accordingly, to the maximum extent permitted, this Agreement shall be interpreted to be exempt from or in compliance therewith.

18.2 Notwithstanding anything in this Agreement to the contrary, any compensation or benefits payable under this Agreement upon the Executive Director's termination of employment shall be payable only upon the Executive Director's "separation from service" with the Company within the meaning of Section 409A (a **"Separation from Service")** and, except as provided below, any such compensation or benefits shall not be paid, or, in the case of instalments, shall not commence payment, until the 60th day following the Executive Director's Separation from Service (the **"First Payment Date").** Any instalment payments that would have been made to the Executive Director during the 60 day period immediately following the Executive Director's Separation from Service but for the preceding sentence shall be paid to the Executive Director on the First Payment Date and the remaining payments shall be made as provided in this Agreement. In no event may the Executive Director, directly or indirectly, designate the calendar year of any payment to be made under this Agreement, to the extent such payment is subject to Code Section 409A.

18.3 Notwithstanding anything in this Agreement to the contrary, if the Executive Director is deemed by the Company at the time of the Executive Director's Separation from Service to be a "specified employee" for purposes of Section 409A, to the extent delayed commencement of any portion of the benefits to which the Executive Director is entitled under this Agreement is required in order to avoid a prohibited distribution under Section 409A, such portion of the Executive Director's benefits shall not be provided to the Executive Director prior to the earlier of (i) the expiration of the six-month period measured from the date of the Executive Director's Separation from Service with the Company or (ii) the date of the Executive Director's death. Upon the first business day following the expiration of the applicable Section 409A period, all payments deferred pursuant to the preceding sentence shall be paid in a lump sum to the Executive Director (or the Executive Director's estate or beneficiaries), and any remaining payments due to the Executive Director under this Agreement shall be paid as otherwise provided herein.

18.4 The Executive Director's right to receive any instalment payments under this Agreement shall be treated as a right to receive a series of separate payments and, accordingly, each such instalment payment shall at all times be considered a separate and distinct payment as permitted under Section 409A. Except as otherwise permitted under Section 409A, no payment hereunder shall be accelerated or deferred unless such acceleration or deferral would not result in additional tax or interest pursuant to Section 409A.

18.5 To the extent that any reimbursements under this Agreement are subject to Section 409A, any such reimbursements payable to the Executive Director shall be paid to the Executive Director no later than December 3 I of the year following the year in which the expense was incurred and payment will be subject to the Executive Director submitting the Executive Director's reimbursement request promptly following the date the expense is incurred. The amount of expenses reimbursed in one year shall not affect the amount eligible for reimbursement in any subsequent year, other than medical expenses referred to in Section I 05(6) of the Code, and the Executive Director's right to reimbursement under this Agreement will not be subject to liquidation or exchange for another benefit.

As witness, the Parties initial each page and sign at the end of the two counterparts, in the place and on the date first indicated above.

/s/ Carlos Nueno

Mr. Nueno

/s/ Jochem Jasper Schoevers

Advance Medical Health-Care Management Services, S.A. Represented by Mr. Jochem Jasper Schoevers

ANNEX 1. DATA PROCESSING BY THE EXECUTIVE DIRECTOR

1. OWNERSHIP OF THE DATA

To render the services under this Agreement, the Executive Director - as data processor - and acting in name and on behalf of the Company needs to access personal data of which the Company is the controller **("Personal Data").**

1. DATA PROCESSING

The Executive Director will access and process the Personal Data in accordance with the Spanish data protection regulations in force at any time and with the European General Data Protection Regulation 679/2016 of27 April **("GDPR").**

The Personal Data, the categories of data subjects which data will be accessed by the Executive Director and the processing activities that will be carried out are, basically, the following:

Data subjects	Types of Personal Data	Processing activities
Company's employees, representatives, clients and partners/collaborators.	Identification number, name and surnames, address, contact detains, phone number, email, birth date, professional information, bank information.	Collection, structuring, storage, consultation, collation, amendment, extraction, interconnection, limitation, destruction and communication,

In accordance with the mentioned data protection regulations, the Director undertakes to:

(a) Process the Personal Data according to the instructions documented in this section and those which may receive from the Company in writing from time to time. The Director will not access the Personal Data except to provide the services under this Agreement.

(b) Process the Personal Data in accordance with the security criteria and other provisions of the Spanish data protection regulations (in force at any time) and article 32 of the GDPR, as well as take the technical and organisational which are necessary or appropriate to ensure the confidentiality, secrecy and integrity of the Personal Data accessed.

(c) Keep the Personal Data accessed to render the services under this Agreement, and those resulting from their processing, confidential.

(d) Not disclose or transfer the Personal Data to third parties, even for their storage, except when authorised by law.

(e) Destroy the Personal Data once the services under this Agreement have been provided, except when their preservation is required by the applicable law.

(f) Notify the Company, by the notification means agreed and without undue delay, of any security breach involving the Personal Data that must be notified under articles 33 and 34 of the GDPR. Likewise, the Executive Director will collaborate with the Company in the compliance with your obligations regarding personal data protection.

(g) Assist the Company in complying with and responding to data subjects requests regarding the exercise of their rights access, amend or delete their personal data or oppose to the data processing, and their rights to data erasure, data portability, restriction of data processing and the right not to be the subject of automated decision-making and opposition.

(h) Keep a record of all categories of processing activities carried out on the Company's behalf in accordance with article 30.2 of the GDPR.

(i) Comply with the duties of secrecy, confidentiality and security measures regarding the Personal Data.

(j) Make available to the Company all the information necessary to demonstrate that the Director complies with the obligations set out in this section,

The Company, as data controller:

(a) Authorises the Executive Director to engage others to provide services which are complementary and necessary for the provision of the services under the Agreement. The Executive Director will enter into a written agreement with the sub-processors in terms no less restrictive than those set out in this section.

(b) Authorises the Executive Director, if necessary, to render the services under the Agreement, process the Personal Data outside the European Economic Area, complying with the guarantees required by applicable laws.

(c) Undertakes to comply with the following obligations: (i) allow the Executive Director to access the Personal Data necessary for the provision of the services under the Agreement; (ii) carry out a risk analysis of the treatment operations to be carried out by the Executive Director and, if necessary, an evaluation of the impact on the protection of personal data and prior consultations that correspond; and (iii) monitor the processing, including the performance of inspections and audits. If the Company conducts an audit, it will inform the Executive Director giving reasonable notice.

The obligations laid down in this section constitute a data processing agreement between the Parties, which term and remuneration conditions are the same as those applicable to the services under the Agreement.

Each Party will be individually responsible for complying with its respective obligations regarding personal data protection. Each Party will be responsible for and hold the other party harmless against damages of any kind that the other Party may suffer owing to the infringement of its statutory obligations or those set forth herein.

RETENTION BONUS AGREEMENT

This Retention Bonus Agreement (this "***Agreement***") is made as of April 26, 2024 (the "***Effective Date***"), between Teladoc Health, Inc. (together with any of its successors or assigns, the "***Company***"), and Carlos Nueno (the "***Employee***"). The Company and the Employee are sometimes hereinafter referred to individually as a "***Party***" and together as "***Parties***."

WHEREAS, the Company and the Employee are parties to a certain Services Agreement, dated as of May 31, 2018 ("***Employment Agreement***"); and

WHEREAS, the Employee has business knowledge and expertise in the conduct of the Company's business and the Company desires to assure itself of the continued services of the Employee so it will have the continued benefit of their ability, experience and services.

NOW, THEREFORE, in consideration of the reciprocal obligations and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

1. Retention Bonus

(a) Subject to Section 1(c) below, *provided that* from the Effective Date through the date that is twelve (12) months following the Effective Date (the "***Retention Period***"), Employee is continuously employed by the Company and available for work, the Company shall pay Employee a retention bonus equal to ninety-eight thousand four hundred and no/100 dollars ($98,400.00) (the "***Retention Bonus***"). The Retention Bonus shall be payable to the Employee in one lump sum, less applicable withholdings, as soon as reasonably practicable hereafter, but in no event later than fifteen (15) days hereafter.

(b) The Employee's entitlement to a Retention Bonus pursuant to this Agreement is in addition to any compensation and/or benefits to which the Employee is entitled pursuant to the Employment Agreement or any other agreement or plan in place between the Company and the Employee. Notwithstanding anything to the contrary in this Agreement, the Employee's employment with the Company remains subject to the terms and conditions of the Employment Agreement. The Company and the Employee agree that nothing in this Agreement shall amend, alter or otherwise modify any of the terms in the Employment Agreement or any other agreement in place between the Company and the Employee. In the event of a conflict between this Agreement and the Employment Agreement (or with any other agreement in place between the Company and the Employee), the terms of such other agreement shall take precedence and control.

(c) If Employee's employment with the Company is terminated during the Retention Period: (i) by the Company for "Cause" (as such term is defined in the Employment Agreement); or (ii) by the Employee in connection with an event or condition that does not constitute "Good Reason" (as such term is defined in the Employment Agreement), the Retention Bonus shall be considered unearned and not payable to the Employee (the "***Unearned Compensation***"):

- If the Company has already paid the Retention Bonus to the Employee at the time of termination, the Employee shall return the Unearned Compensation to the Company in an amount equal to the Retention Bonus within fourteen (14) days of termination.

- To the extent permitted by law, the Employee hereby authorizes the Company to deduct from any amount due the Employee from the Company, including but not limited to the Employee's final paycheck and any severance or other benefit, any Retention Bonus amount subject to this Section 1(c). If such deductions are insufficient to reimburse the Company for the full amount owed by the Employee, the Employee shall remain personally liable for the remaining balance.

(d) If the Employee's employment with the Company is terminated during the Retention Period: (i) by the Company without "Cause" (as such term is defined in the Employment Agreement); or (ii) by the Employee in connection with an event or condition that constitutes "Good Reason" (as such term is defined in the Employment Agreement), and the Employee (y) executes a general release of claims in favor of the Company or its successor, its subsidiaries and their respective directors, officers and stockholders in a form acceptable to the Company or its successor; and (z) has not revoked or rescinded such release by the end of any period of time in which the Employee is legally entitled to revoke or rescind such release, then, so long as the Employee complies with the terms of this Agreement, the Employee shall be entitled to the Retention Bonus, in addition to any other accrued compensation or benefits due.

2. Employee's Representations. The Employee hereby represents and warrants to the Company that (i) the Employee has entered into this Agreement of Employee's own free will for no consideration other than as referred to herein, (ii) the execution, delivery and performance of this Agreement by him or her do not and shall not conflict with, breach, violate or cause a default under any contract, agreement, instrument, order, judgment or decree to which the Employee is a party or by which he or she is bound, and (iii) upon the execution and delivery of this Agreement by the Company, this Agreement shall be the valid and binding obligation of the Employee, enforceable in accordance with its terms. The Employee hereby acknowledges and represents that the Employee fully understands the terms and conditions contained herein.

3. Notices. Any notice provided for in this Agreement shall be in writing and shall be either personally delivered, sent by reputable overnight courier service, sent by telecopy (with hard copy to follow by regular mail) or mailed by first class mail, return receipt requested, to the recipient at the address below indicated:

Notices to the Employee

The address most recently on file with the Company.

Notices to the Company

Teladoc Health, Inc.
Attn: Chief Legal Officer
2 Manhattanville Rd., Suite 203
Purchase, New York 10577

Any notice under this Agreement shall be deemed to have been given when so delivered, sent or mailed.

4. Choice of Law. This Agreement shall be governed by and construed in accordance with the internal laws of the State of New York without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction) that would cause the application of laws of any jurisdiction other than those of the State of New York. Any legal suit, action or proceeding arising out of this Agreement or the matters contemplated hereunder shall be instituted exclusively in the federal courts of the United States or the courts of the State of New York in each case located in the city of New York and County of New York, and each Party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action or proceeding and waives any objection based on improper venue or *forum non conveniens*. Service of process, summons, notice or other document by mail to such Party's address set forth herein shall be effective service of process for any suit, action or other proceeding brought in any such court.

5. Mutual Waiver of Jury Trial. THE COMPANY AND THE EMPLOYEE EACH WAIVE THEIR RESPECTIVE RIGHT TO A TRIAL BY JURY OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OR RELATED TO THIS AGREEMENT IN ANY ACTION, PROCEEDING OR OTHER LITIGATION OF ANY TYPE BROUGHT BY ANY OF THE PARTIES AGAINST ANY OTHER PARTY OR ANY AFFILIATE OF ANY OTHER SUCH PARTY, WHETHER WITH RESPECT TO CONTRACT CLAIMS, TORT CLAIMS OR OTHERWISE. THE COMPANY AND THE EMPLOYEE EACH AGREE THAT ANY SUCH CLAIM OR CAUSE OF ACTION SHALL BE TRIED BY A COURT TRIAL WITHOUT A JURY. WITHOUT LIMITING THE FOREGOING, THE PARTIES FURTHER AGREE THAT THEIR RESPECTIVE RIGHT TO A TRIAL BY JURY IS WAIVED BY OPERATION OF THIS SECTION AS TO ANY ACTION, COUNTERCLAIM OR OTHER PROCEEDING WHICH SEEKS, IN WHOLE OR IN PART, TO CHALLENGE THE VALIDITY OR ENFORCEABILITY OF THIS AGREEMENT OR ANY PROVISION HEREOF. THIS WAIVER SHALL APPLY TO ANY SUBSEQUENT AMENDMENTS, RENEWALS, SUPPLEMENTS OR MODIFICATIONS TO THIS AGREEMENT.

6. No Right to Continued Employment. Nothing in this Agreement confers on you any right to continued employment with the Company or any of its affiliates or successors. You remain an at-will employee for the duration of your employment with the Company, which means you or the Company may terminate your employment at any time.

7. Section 409A. This Agreement is intended to comply with Section 409A of the Internal Revenue Code ("***Section 409A***") or an exemption thereunder and shall be construed and

administered in accordance with Section 409A. Notwithstanding any other provision of this Agreement, payments provided under this Agreement may only be made upon an event and in a manner that complies with Section 409A or an applicable exemption. Any payments under this Agreement that may be excluded from Section 409A as a short-term deferral shall be excluded from Section 409A to the maximum extent possible. Notwithstanding the foregoing, the Company makes no representations that the payments and benefits provided under this Agreement comply with Section 409A, and in no event shall the Company be liable for all or any portion of any taxes, penalties, interest, or other expenses that may be incurred by the Employee on account of non-compliance with Section 409A.

8. Amendment and Waiver. The provisions of this Agreement may be amended or waived only with the prior written consent of the Company and the Employee, and no course of conduct or course of dealing or failure or delay by any Party hereto in enforcing or exercising any of the provisions of this Agreement shall affect the validity, binding effect or enforceability of this Agreement or be deemed to be an implied waiver of any provision of this Agreement.

9. Counterparts. This Agreement or any amendment hereto may be executed in counterparts, each of which when so executed and delivered shall be an original, but all of which shall together constitute one and the same instrument. This Agreement may be executed and delivered by facsimile or electronic transmission with the same force and effect as if the same were a fully executed and delivered original manual counterpart.

10. Survival. Sections 2 through 10 shall survive and continue in full force in accordance with their terms notwithstanding the termination of the Retention Period, Employee's employment with the Company, or this Agreement.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date first above written.

TELADOC HEALTH, INC.	**EMPLOYEE**
By: /s/ Adam Vandervoort	By: /s/ Carlos Nueno
Name: Adam Vandervoort	Name: Carlos Nueno
Date: April 26, 2024	Date: April 26, 2024

Exhibit 19.1
Effective February 17, 2023

TELADOC HEALTH, INC.
INSIDER TRADING COMPLIANCE POLICY

I. SUMMARY

Preventing insider trading is necessary to comply with securities laws and to preserve the reputation and integrity of Teladoc Health, Inc. (together with its subsidiaries, the "*Company*"), as well as that of all persons affiliated with the Company. "Insider trading" is a crime, and occurs when any person purchases or sells a security while in possession of inside information relating to the security. As explained in Section III below, "inside information" is information that is both "material" and "non-public." The penalties for violating insider trading laws include imprisonment, disgorgement of profits, civil fines and criminal fines. Insider trading is also prohibited by this Insider Trading Compliance Policy (this "*Policy*"), and violation of this Policy may result in Company-imposed sanctions, including removal or dismissal for cause.

This Policy applies to all officers, directors and employees of the Company. Individuals subject to this Policy are responsible for ensuring that members of their households also comply with this Policy. This Policy also applies to any entities controlled by individuals subject to the Policy, including any corporations, partnerships or trusts, and transactions by these entities should be treated for the purposes of this Policy and applicable securities laws as if they were for the individual's own account. This Policy extends to all activities within and outside an individual's Company duties. Every officer, director and employee must review this Policy. Questions regarding the Policy should be directed to the Company's Chief Legal Officer or such other person as the Chief Legal Officer may designate from time to time.

II. POLICIES PROHIBITING INSIDER TRADING

No officer, director or employee shall purchase or sell any type of security while in possession of material, non-public information relating to the security, whether the issuer of such security is the Company or any other company.

Additionally, no officer, director or other Designated Insider (as defined below) shall purchase or sell any security of the Company during any Black-Out Period as described in Section IV.B below.

No officer, director or employee shall directly or indirectly communicate (or "*tip*") material, non-public information to anyone outside the Company (except in accordance with the Company's policies regarding the protection or authorized external disclosure of Company information) or to anyone within the Company other than on a need-to-know basis.

III. EXPLANATION OF INSIDER TRADING

It is generally understood that insider trading includes the following:

- trading by insiders while in possession of material, non-public information;
- trading by persons other than insiders while in possession of material, non-public information, if the information either was given in breach of an insider's fiduciary duty to keep it confidential or was misappropriated; and

- communicating or tipping material, non-public information to others, including recommending the purchase or sale of a security while in possession of such information.

A. What Facts are Material?

The materiality of a fact depends upon the circumstances. A fact is considered "material" if there is a substantial likelihood that a reasonable investor would consider it important in making a decision to buy, sell or hold a security, or if the fact is likely to have a significant effect on the market price of the security. Material information can be positive or negative and can relate to virtually any aspect of a company's business or to any type of security, debt or equity.

Examples of material information include (but are not limited to) information about dividends; corporate earnings or earnings forecasts; possible mergers, acquisitions, tender offers or dispositions; major new products or product developments; important business developments, such as major contract awards or cancellations; management or control changes; significant borrowing or financing developments, including pending public sales or offerings of debt or equity securities; defaults on borrowings; bankruptcies; and significant litigation or regulatory actions. Moreover, material information does not have to be related to a company's business. For example, the contents of a forthcoming newspaper column that is expected to affect the market price of a security can be material.

A good general rule of thumb: **When in doubt, do not trade.**

B. What is Non-public?

Information is "non-public" if it is not available to the general public. In order for information to be considered public, it must be widely disseminated in a manner making it generally available to investors through such media as Dow Jones, Business Wire, Reuters, The Wall Street Journal, Associated Press or United Press International, a broadcast on widely available radio or television programs, publication in a widely available newspaper, magazine or news web site, a Regulation FD-compliant conference call or public disclosure documents filed with the U.S. Securities and Exchange Commission (the "*SEC*") that are available on the SEC's web site.

The circulation of rumors, even if accurate and reported in the media, does not constitute effective public dissemination. In addition, even after a public announcement, a reasonable period of time must lapse in order for the market to react to the information. Generally, one should allow two full trading days following publication as a reasonable waiting period before such information is deemed to be public. For the purposes of this Policy, a "trading day" is a day on which national stock exchanges are open for trading.

C. Who is an Insider?

"*Insiders*" include officers, directors and employees of a company and anyone else who has material inside information about a company. Officers, directors and employees may not trade in the Company's securities while in possession of material, non-public information relating to the Company, nor may they tip such information to anyone outside the Company (except in accordance with the Company's policies regarding the protection or authorized

external disclosure of Company information) or to anyone within the Company other than on a need-to-know basis.

Individuals subject to this Policy are responsible for ensuring that members of their households also comply with this Policy. This Policy also applies to any entities controlled by individuals subject to the Policy, including any corporations, partnerships or trusts, and transactions by these entities should be treated for the purposes of this Policy and applicable securities laws as if they were for the individual's own account.

D. Trading by Persons Other than Insiders

Insiders may be liable for communicating or tipping material, non-public information to a third party ("*tippee*"), and insider trading violations are not limited to trading or tipping by insiders. Persons other than insiders also can be liable for insider trading, including tippees who trade on material, non-public information tipped to them or individuals who trade on material, non-public information that has been misappropriated.

E. Size of Transaction and Reason for Transaction Do Not Matter

The size of the transaction or the amount of profit received does not have to be significant to result in prosecution. The SEC has the ability to monitor even the smallest trades, and the SEC performs routine market surveillance. Brokers or dealers are required by law to inform the SEC of any possible violations by people who may have material, non-public information. The SEC aggressively investigates even small insider trading violations.

IV. PROCEDURES TO PREVENT INSIDER TRADING

The following procedures have been established, and will be maintained and enforced, by the Company to prevent insider trading. Every officer, director and employee is required to follow these procedures.

A. Pre-Clearance of All Trades by All Officers, Directors and Designated Insiders

To provide assistance in preventing inadvertent violations of applicable securities laws and to avoid the appearance of impropriety in connection with the purchase and sale of the Company's securities, **all transactions in the Company's securities (including without limitation, acquisitions and dispositions of Company stock, the exercise of stock options and the sale of Company stock issued upon exercise of stock options) by officers, directors and other Designated Insiders must be pre-cleared** by the Company's Chief Legal Officer or such other person as the Chief Legal Officer may designate from time to time (the "*Authorizing Officer*"). As part of the pre-clearance process, the individual requesting pre-clearance must confirm that he or she is not in possession of material, non-public information. Pre-clearance does not relieve anyone of his or her responsibility under applicable securities laws or SEC rules.

"*Designated Insiders*" includes all directors and officers of the Company and other Company employees and others who are routinely exposed to information that would necessarily be considered material (such as financial information or important press releases) before it is released to the public. One or more lists of Designated Insiders is maintained by the Company's Chief Legal Officer or such other person as the Chief Legal Officer may designate from time to

time, and each such person will be made aware that he or she has been added to any such list as soon as reasonably practicable after the related determination has been made.

None of the Company, the Chief Legal Officer or the Company's other employees will have any liability for any delay in reviewing, or refusal of, a request for pre-clearance submitted pursuant to this Section IV.A. Notwithstanding any pre-clearance of a transaction pursuant to this Section IV.A, none of the Company, the Chief Legal Officer or the Company's other employees assumes any liability for the legality or consequences of such transaction to the person engaging in such transaction.

B. Black-Out Periods

Additionally, no officer, director or other Designated Insider shall purchase or sell any security of the Company during the period (a "*Black-Out Period*") beginning on the 14th calendar day before 11:59 p.m. ET on the last day of any fiscal quarter of the Company and ending two full trading days after the public release of earnings data for such fiscal quarter or during any other trading suspension period declared by the Company, except for:

- purchases of the Company's securities from the Company or sales of the Company's securities to the Company;
- exercises of stock options or other equity awards or the surrender of shares to the Company in payment of the exercise price or in satisfaction of any tax withholding obligations in a manner permitted by the applicable equity award agreement, or vesting of equity-based awards that do not involve a market sale of the Company's securities (the "cashless exercise" of a Company stock option or other award through a broker does involve a market sale of the Company's securities, and therefore would not qualify under this exception);
- *bona fide* gifts of the Company's securities; and
- purchases or sales of the Company's securities made pursuant to any binding contract, specific instruction or written plan entered into while the purchaser or seller, as applicable, was unaware of any material, non-public information and which contract, instruction or plan (i) meets all requirements of the affirmative defense provided by Rule 10b5-1 ("Rule 10b5-1") promulgated under the Securities Exchange Act of 1934, as amended (the "1934 Act"), (ii) was pre-cleared in advance pursuant to this Policy and (iii) has not been amended or modified in any respect after such initial pre-clearance without such amendment or modification being pre-cleared in advance pursuant to this Policy. For more information about Rule 10b5-1 trading plans, see Section VI below.

Exceptions to the Black-Out Period policy may be approved only by the Company's Chief Legal Officer or, in the case of exceptions for directors, the Board of Directors or Audit Committee of the Board of Directors.

From time to time, the Company, through the Board of Directors or the Chief Legal Officer, may recommend that officers, directors, employees or others suspend trading in the

Company's securities because of developments that have not yet been disclosed to the public. Subject to the exceptions noted above, all those affected should not trade in the Company's securities while the suspension is in effect and should not disclose to others that the Company has suspended trading.

C. Post-Termination Transactions

With the exception of the pre-clearance requirement, this Policy continues to apply to transactions in the Company's securities even after termination of service to the Company. If an individual is in possession of material, non-public information when his or her service terminates, that individual may not trade in the Company's securities until that information has become public or is no longer material.

V. ADDITIONAL PROHIBITED TRANSACTIONS

The Company has determined that there is a heightened legal risk and/or the appearance of improper or inappropriate conduct if the persons subject to this Policy engage in certain types of transactions. Therefore, officers, directors and employees shall comply with the following policies with respect to certain transactions in the Company securities:

A. Short Sales

Short sales of the Company's securities evidence an expectation on the part of the seller that the securities will decline in value, and therefore signal to the market that the seller has no confidence in the Company or its short-term prospects. In addition, short sales may reduce the seller's incentive to improve the Company's performance. For these reasons, short sales of the Company's securities are prohibited by this Policy. In addition, as noted below, Section 16(c) of the 1934 Act prohibits Section 16 reporting persons from making short sales of the Company's equity securities (*i.e.*, sales of shares that the insider does not own at the time of sale, or sales of shares against which the insider does not deliver the shares within 20 days after the sale).

B. Publicly Traded Options

A transaction in options is, in effect, a bet on the short-term movement of the Company's stock and therefore creates the appearance that an officer, director or employee is trading based on inside information. Transactions in options also may focus an officer's, director's or employee's attention on short-term performance at the expense of the Company's long-term objectives. Accordingly, transactions in puts, calls or other derivative securities involving the Company's equity securities, on an exchange or in any other organized market, are prohibited by this Policy.

C. Hedging Transactions

Certain forms of hedging or monetization transactions, such as zero-cost collars and forward sale contracts, allow an officer, director or employee to lock in much of the value of his or her stock holdings, often in exchange for all or part of the potential for upside appreciation in the stock. These transactions allow the officer, director or employee to continue to own the covered securities, but without the full risks and rewards of ownership. When that occurs, the officer, director or employee may no longer have the same objectives as the Company's other stockholders. Therefore, such transactions involving the Company's equity securities are prohibited by this Policy.

D. Purchases of the Company's Securities on Margin; Pledging the Company's Securities to Secure Margin or Other Loans

Purchasing on margin means borrowing from a brokerage firm, bank or other entity in order to purchase the Company's securities (other than in connection with a cashless exercise of stock options under the Company's equity plans). Margin purchases of the Company's securities are prohibited by this Policy. Pledging the Company's securities as collateral to secure loans is also prohibited. This prohibition means, among other things, that you cannot hold the Company's securities in a "margin account" (which would allow you to borrow against your holdings to buy securities).

E. Director and Executive Officer Cashless Exercises

The Company will not "arrange" with brokers to administer cashless exercises on behalf of directors and executive officers of the Company. Directors and executive officers of the Company may use the cashless exercise feature of their equity awards only if (i) the director or officer retains a broker, (ii) the Company's financial involvement is limited to confirming that it will deliver the stock promptly upon payment of the exercise price and (iii) the director or officer uses a "T+2" cashless exercise arrangement, in which the Company agrees to deliver stock against the payment of the purchase price on the same day the sale of the stock underlying the equity award settles. Under a T+2 cashless exercise, a broker, the issuer and the issuer's transfer agent work together to make all transactions settle simultaneously. This approach is to avoid any inference that the Company has "extended credit" in the form of a personal loan to the director or executive officer. Questions about cashless exercises should be directed to the Chief Legal Officer.

VI. RULE 10b5-1 TRADING PLANS

A. Overview

Rule 10b5-1 provides a safe harbor in order to protect directors, officers and employees from insider trading liability under Rule 10b5-1 for transactions under a previously established contract, plan or instruction to trade in the Company's stock (a "*Trading Plan*") entered into in good faith and not as part of a plan or scheme to evade the prohibitions of Rule 10b5-1, and in accordance with the terms of Rule 10b5-1 and all applicable state laws. Trades under a Trading Plan will be exempt from the trading restrictions set forth in this Policy. The initiation of, and any modification to, any such Trading Plan will be deemed to be a transaction in the Company's securities, and such initiation or modification is subject to all limitations and prohibitions relating to transactions in the Company's securities. Each such Trading Plan, and any modification thereof, must be submitted to and pre-approved by the Authorizing Officer, who may impose such conditions on the implementation and operation of the Trading Plan as the Authorizing Officer deems necessary or advisable. However, compliance of the Trading Plan to the terms of Rule 10b5-1 and the execution of transactions pursuant to the Trading Plan are the sole responsibility of the person initiating the Trading Plan, not the Company or the Authorizing Officer. Any person who enters into a Trading Plan must act in good faith with respect to such plan.

Trading Plans do not exempt individuals from complying with Section 16 short-swing profit rules or liability.

Rule 10b5-1 presents an opportunity for insiders to establish arrangements to sell (or purchase) Company stock without the restrictions of trading windows and Black-Out Periods, even when there is undisclosed material information. A Trading Plan may also help reduce negative publicity that may result when key executives sell the Company's stock. Rule 10b5-1 only provides an "affirmative defense" in the event there is an insider trading lawsuit. It does not prevent someone from bringing a lawsuit.

A director, officer or employee may enter into a Trading Plan only when he or she is not in possession of material, non-public information, and only during a trading window period outside of a Black-Out Period. Although transactions effected under a Trading Plan will not require further pre-clearance at the time of the trade, any transaction (including the quantity and price) made pursuant to a Trading Plan of a Section 16 reporting person must be reported to the Company promptly on the day of each trade to permit the Company's filing coordinator to assist in the preparation and filing of a required Form 4.

The Company reserves the right from time to time to suspend, discontinue or otherwise prohibit any transaction in the Company's securities, even pursuant to a previously approved Trading Plan, if the Authorizing Officer or the Board of Directors, in its discretion, determines that such suspension, discontinuation or other prohibition is in the best interests of the Company. Any Trading Plan submitted for approval hereunder should explicitly acknowledge the Company's right to prohibit transactions in the Company's securities. Failure to discontinue purchases and sales as directed shall constitute a violation of the terms of this Section VI and result in a loss of the exemption set forth herein.

Officers, directors and employees may adopt Trading Plans with brokers that outline a pre-set plan for trading of the Company's stock, including the exercise of options. Trades pursuant to a Trading Plan generally may occur at any time. However, the Company requires a cooling-off period following the adoption of any Trading Plan as described below:

- For directors and Section 16 officers, commencement of any transactions under a Trading Plan cannot begin until the later of (a) 90 days after adoption of the Trading Plan and (b) two business days following the disclosure of the Company's financial results by filing its Quarterly Report on Form 10-Q or Annual Report on Form 10-K covering the fiscal quarter in which the Trading Plan was adopted, provided that the cooling-off period will be no more than 120 days after the adoption of the Trading Plan; and
- For other employees, commencement of any transactions under a Trading Plan cannot begin until 30 days after adoption of the Trading Plan.

At the time of adoption of any Trading Plan, a director or Section 16 officer will be required to certify that he or she is not aware of any material, non-public information about the Company or its securities, and that he or she is adopting the Trading Plan in good faith and not as part of a plan or scheme to evade the prohibitions of Rule 10b5-1.

An individual may not adopt (i) more than one Trading Plan if such Trading Plans allow trades in the same period or (ii) more than one single-trade plan in any 12-month period, in each case, except for a sell-to-cover Trading Plan solely to satisfy tax withholding obligations on vesting of equity awards.

B. Revocation of and Amendments to Trading Plans

Revocation of Trading Plans should occur only in unusual circumstances. The effectiveness of any revocation or amendment of a Trading Plan will be subject to the prior review and approval of the Authorizing Officer. Revocation is effected upon written notice to the broker. Once a Trading Plan has been revoked, the participant should wait at least 30 days before trading outside of a Trading Plan and 30 days before establishing a new Trading Plan. You should note that revocation of a Trading Plan can result in the loss of an affirmative defense for past or future transactions under a Trading Plan. You should consult with your own legal counsel before deciding to revoke a Trading Plan. In any event, you should not assume that compliance with the 30-day bar will protect you from possible adverse legal consequences of a Trading Plan revocation.

A person acting in good faith may amend a prior Trading Plan so long as such amendments are made outside of a Black-Out Period and at a time when the Trading Plan participant does not possess material, non-public information. Any modification or change to the amount, price or timing of the purchase or sale of securities underlying the Trading Plan is considered to be a termination of such plan and the adoption of a new Trading Plan, and therefore will trigger a new cooling-off period.

Under certain circumstances, a Trading Plan *must* be revoked. This includes circumstances such as the announcement of a merger or the occurrence of an event that would cause the transaction either to violate the law or to have an adverse effect on the Company. The Authorizing Officer or administrator of the Company's stock plans is authorized to notify the broker in such circumstances, thereby insulating the insider in the event of revocation.

C. Discretionary Plans

Although non-discretionary Trading Plans are preferred, discretionary Trading Plans, where the discretion or control over trading is transferred to a broker, are permitted if pre-approved by the Authorizing Officer.

The Authorizing Officer of the Company must pre-approve any Trading Plan, arrangement or trading instructions, etc., involving potential sales or purchases of the Company's stock or option exercises, including but not limited to, blind trusts, discretionary accounts with banks or brokers, or limit orders. The actual transactions effected pursuant to a pre-approved Trading Plan will not be subject to further pre-clearance for transactions in the Company's stock once the Trading Plan or other arrangement has been pre-approved.

D. Options

Exercises of options for cash may be executed at any time. "Cashless exercise" option exercises are subject to trading windows. However, the Company will permit same day sales under Trading Plans. If a broker is required to execute a cashless exercise in accordance with a Trading Plan, then the Company must have exercise forms attached to the Trading Plan that are signed, undated and with the number of shares to be exercised left blank. Once a broker determines that the time is right to exercise the option and dispose of the shares in accordance with the Trading Plan, the broker will notify the Company in writing and the administrator of the Company's stock plans will fill in the number of shares and the date of exercise on the

previously signed exercise form. The insider should not be involved with this part of the exercise.

E. Trades Outside of a Trading Plan

During an open trading window, trades differing from Trading Plan instructions that are already in place are allowed as long as the Trading Plan continues to be followed.

F. Public Announcements

The Company may make a public announcement that Trading Plans are being implemented in accordance with Rule 10b5-1 and will be required to disclose certain information about the adoption or termination of a Trading Plan by directors and Section 16 officers, including the individual's name, duration of the Trading Plan and the aggregate amount of securities to be sold or purchased. The Company will consider in each case whether a public announcement of a particular Trading Plan should be made in addition to the required disclosure under the SEC rules. It may also make public announcements or respond to inquiries from the media as transactions are made under a Trading Plan.

G. Prohibited Transactions

The transactions prohibited under Section V of this Policy, including among others short sales and hedging transactions, may not be carried out through a Trading Plan or other arrangement or trading instruction involving potential sales or purchases of the Company's securities.

H. Limitation on Liability

None of the Company, the Authorizing Officer or the Company's other employees will have any liability for any delay in reviewing, or refusal of, a Trading Plan submitted pursuant to this Section VI. Notwithstanding any review of a Trading Plan pursuant to this Section VI, none of the Company, the Authorizing Officer or the Company's other employees assumes any liability for the legality or consequences relating to such Trading Plan to the person adopting such Trading Plan.

Exhibit 21.1

Subsidiaries of Teladoc Health, Inc.

Name	Domestic Jurisdiction
Advance Medical, Inc.	Massachusetts
Advanced Medical Healthcare Management Consulting (Shanghai) Co., Ltd.	China
AM Healthcare Management Consulting Sdn. Bhd.	Malaysia
Association pour le Déploiement de Parcours de Santé Territoriaux et Phygitaux	France
Best Doctors Holdings, Inc.	Delaware
Best Doctors, Inc.	Delaware
BetterHelp, Inc.	Delaware
Consultant Connect Limited	England and Wales
Diabeto Inc.	Delaware
Institute of Patient Safety and Quality in Virtual Care, LLC	Texas
InTouch Health Providers, LLC	Florida
InTouch Technologies, LLC	Delaware
Livongo Health Malaysia Sdn. Bhd.	Malaysia
Livongo Health, LLC	Delaware
Logiciels Ipnos inc. (Ipnos Software inc.)	Quebec
myStrength, Inc.	Delaware
Retrofit Inc.	Delaware
Rise Health, Inc.	Delaware
Smartek S.R.L.	Argentina
Teladoc Health Australasia Pty Limited	Australia
Teladoc Health Brasil - Serviços de Consultoria em Saude Ltda	Brazil
Teladoc Health Brasil - Serviços de Tecnologia Ltda	Brazil
Teladoc Health Canada, Inc.	Canada
Teladoc Health Chile SpA	Chile
Teladoc Health Denmark ApS	Denmark
Teladoc Health France SAS	France
Teladoc Health Germany GmbH	Germany
Teladoc Health India Private Limited	India
Teladoc Health International, Sociedad Anónima Unipersonal	Spain
Teladoc Health Netherlands B.V.	Netherlands
Teladoc Health Poland sp. z o.o.	Poland
Teladoc Health Portugal, S.A.	Portugal
Teladoc Health Singapore Pte. Ltd.	Singapore
Teladoc Health UK Ltd	England and Wales
Teladoc Hungary Consulting and Services Limited Liability Company	Hungary
THF Service Medical	France
Villa Street Services, LLC	Virginia

Exhibit 23.1

Consent of Independent Registered Public Accounting Firm

We consent to the incorporation by reference in the following Registration Statements:

(1) Registration Statement (Form S-8 No. 333-219275) pertaining to the 2015 Incentive Award Plan, the 2015 Employee Stock Purchase Plan and the 2017 Employment Inducement Incentive Award Plan of Teladoc Health, Inc.,

(2) Registration Statement (Form S-8 No. 333-205568) pertaining to the Second Amended and Restated Stock Incentive Plan, the 2015 Incentive Award Plan and the 2015 Employee Stock Purchase Plan of Teladoc Health, Inc.,

(3) Registration Statement (Post-Effective Amendment on Form S-8 No. 333-248568) pertaining to the Livongo Health, Inc. 2019 Equity Incentive Plan, Livongo Health, Inc. Amended and Restated 2014 Stock Incentive Plan and the Livongo Health, Inc. Amended and Restated 2008 Stock Incentive Plan,

(4) Registration Statement (Form S-8 No. 333-249892) pertaining to the Livongo Acquisition Incentive Award Plan of Teladoc Health, Inc.,

(5) Registration Statement (Form S-8 No. 333-253705) pertaining to the 2015 Incentive Award Plan and the 2015 Employee Stock Purchase Plan of Teladoc Health, Inc.,

(6) Registration Statement (Form S-8 No. 333-270181) pertaining to the 2015 Employee Stock Purchase Plan of Teladoc Health, Inc.,

(7) Registration Statement (Form S-8 No. 333-272279) pertaining to the 2023 Incentive Award Plan and the 2015 Employee Stock Purchase Plan of Teladoc Health, Inc.,

(8) Registration Statement (Form S-8 No. 333-273509) pertaining to the 2023 Employment Inducement Incentive Award Plan of Teladoc Health, Inc., and

(9) Registration Statement (Form S-8 No. 333-280301) pertaining to the 2023 Employment Inducement Incentive Award Plan of Teladoc Health, Inc.

of our reports dated February 27, 2025 with respect to the consolidated financial statements of Teladoc Health, Inc. and the effectiveness of internal control over financial reporting of Teladoc Health, Inc. included in this Annual Report (Form 10-K) of Teladoc Health Inc. for the year ended December 31, 2024.

/s/ Ernst & Young LLP

New York, New York
February 27, 2025

Exhibit 31.1

Certification

I, Charles Divita, III, certify that:

1. I have reviewed this Annual Report on Form 10-K of Teladoc Health, Inc. (the "registrant") for the year ended December 31, 2024;

2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;

3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;

4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:

   (a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;

   (b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;

   (c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and

   (d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and

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

   (a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and

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

Date: February 27, 2025

/s/ CHARLES DIVITA, III

Charles Divita, III
Chief Executive Officer

Exhibit 31.2

Certification

I, Mala Murthy, certify that:

1. I have reviewed this Annual Report on Form 10-K of Teladoc Health, Inc. (the "registrant") for the year ended December 31, 2024;

2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;

3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;

4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:

   (a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;

   (b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;

   (c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and

   (d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and

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

   (a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and

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

Date: February 27, 2025

/s/ MALA MURTHY

Mala Murthy
Chief Financial Officer

Exhibit 32.1

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

In connection with the Annual Report on Form 10-K of Teladoc Health, Inc. (the "Company") for the year ended December 31, 2024 as filed with the Securities and Exchange Commission on the date hereof (the "Report"), I, Charles Divita, III, Chief Executive Officer of the Company, certify, to my knowledge, pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that:

1. The Report fully complies with the requirements of Section 13(a) or Section 15(d) of the Securities Exchange Act of 1934, as amended; and

2. The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

Date: February 27, 2025

/s/ CHARLES DIVITA, III
Charles Divita, III
Chief Executive Officer

Exhibit 32.2

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

In connection with the Annual Report on Form 10-K of Teladoc Health, Inc. (the "Company") for the year ended December 31, 2024 as filed with the Securities and Exchange Commission on the date hereof (the "Report"), I, Mala Murthy, Chief Financial Officer of the Company, certify, to my knowledge, pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that:

1. The Report fully complies with the requirements of Section 13(a) or Section 15(d) of the Securities Exchange Act of 1934, as amended; and

2. The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

Date: February 27, 2025

/s/ MALA MURTHY
Mala Murthy
Chief Financial Officer