REFINITIV

DELTA REPORT

10-Q

TDOC - TELADOC HEALTH, INC.

10-Q - SEPTEMBER 30, 2024 COMPARED TO 10-Q - JUNE 30, 2024

The following comparison report has been automatically generated

TOTAL DELTAS	1420
CHANGES	401
DELETIONS	499
ADDITIONS	520

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

Form 10-Q

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

For the quarterly period ended June 30, 2024 September 30, 2024

or

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

For the transition period from to

Commission File Number: 001-37477

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	New York Stock Exchange

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

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

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

Large accelerated filer	x	Accelerated filer	o	Non-accelerated filer	o	Smaller reporting company	o
Emerging growth company	o						

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. o

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

As of July 25, 2024 October 24, 2024, the Registrant had 171,218,023 172,166,723 shares of Common Stock outstanding.

TELADOC HEALTH, INC.

QUARTERLY REPORT ON FORM 10-Q

For the period ended June 30, 2024 September 30, 2024

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PART I
FINANCIAL INFORMATION

ITEM 1. *Financial Statements*

TELADOC HEALTH, INC.

CONDENSED CONSOLIDATED BALANCE SHEETS
(In thousands, except share and per share data, unaudited)

	June 30, 2024	December 31, 2023
	September 30, 2024	December 31, 2023
ASSETS		
Current assets:		
Current assets:		
Current assets:		
Cash and cash equivalents		
Cash and cash equivalents		
Cash and cash equivalents		
Accounts receivable, net of allowance for doubtful accounts of $3,881 and $4,240 at June 30, 2024 and December 31, 2023, respectively		
Accounts receivable, net of allowance for doubtful accounts of $4,318 and $4,240 at September 30, 2024 and December 31, 2023, respectively		
Inventories		
Prepaid expenses and other current assets		

Total current assets		
Property and equipment, net		
Goodwill		
Intangible assets, net		
Operating lease—right-of-use assets		
Other assets		
Total assets		
LIABILITIES AND STOCKHOLDERS' EQUITY		
Current liabilities:		
Current liabilities:		
Current liabilities:		
Accounts payable		
Accounts payable		
Accounts payable		
Accrued expenses and other current liabilities		
Accrued compensation		
Deferred revenue—current		
Convertible senior notes, net—current		
Total current liabilities		
Other liabilities		
Operating lease liabilities, net of current portion		
Deferred revenue, net of current portion		
Deferred taxes, net		
Convertible senior notes, net—non-current		
Total liabilities		
Commitments and contingencies (Note 14)	**Commitments and contingencies (Note 14)**	**Commitments and contingencies (Note 14)**
Stockholders' equity:		
Common stock, $0.001 par value; 300,000,000 shares authorized; 171,124,883 shares and 166,658,253 shares issued and outstanding as of June 30, 2024 and December 31, 2023, respectively		
Common stock, $0.001 par value; 300,000,000 shares authorized; 171,124,883 shares and 166,658,253 shares issued and outstanding as of June 30, 2024 and December 31, 2023, respectively		
Common stock, $0.001 par value; 300,000,000 shares authorized; 171,124,883 shares and 166,658,253 shares issued and outstanding as of June 30, 2024 and December 31, 2023, respectively		
Common stock, $0.001 par value; 300,000,000 shares authorized; 171,944,014 shares and 166,658,253 shares issued and outstanding as of September 30, 2024 and December 31, 2023, respectively		
Common stock, $0.001 par value; 300,000,000 shares authorized; 171,944,014 shares and 166,658,253 shares issued and outstanding as of September 30, 2024 and December 31, 2023, respectively		
Common stock, $0.001 par value; 300,000,000 shares authorized; 171,944,014 shares and 166,658,253 shares issued and outstanding as of September 30, 2024 and December 31, 2023, respectively		
Additional paid-in capital		
Accumulated deficit		
Accumulated other comprehensive loss		
Total stockholders' equity		
Total liabilities and stockholders' equity		

See accompanying notes to unaudited condensed consolidated financial statements.

TELADOC HEALTH, INC.

CONDENSED CONSOLIDATED STATEMENTS OF OPERATIONS AND COMPREHENSIVE LOSS
(In thousands, except share and per share data, unaudited)

	Three Months Ended June 30,			Six Months Ended June 30,					
	Three Months Ended September 30,			Nine Months Ended September 30,					
	2024	2024	2023	2024	2023	2024	2023	2024	2023
Revenue									
Costs and expenses:									
Cost of revenue (exclusive of depreciation and amortization, which are shown separately below)									
Cost of revenue (exclusive of depreciation and amortization, which are shown separately below)									
Cost of revenue (exclusive of depreciation and amortization, which are shown separately below)									
Advertising and marketing									
Sales									
Technology and development									
General and administrative									
Goodwill impairment									
Acquisition, integration, and transformation costs									
Restructuring costs									
Amortization of intangible assets									
Depreciation of property and equipment									
Total costs and expenses									
Loss from operations									
Interest income									
Interest expense									
Other expense (income), net									
Other (income) expense, net									
Loss before provision for income taxes									
Provision for income taxes									
Net loss									
Other comprehensive loss, net of tax:									
Currency translation adjustment									
Currency translation adjustment									
Currency translation adjustment									
Comprehensive loss									
Net loss per share, basic and diluted									
Net loss per share, basic and diluted									
Net loss per share, basic and diluted									
Weighted-average shares used to compute basic and diluted net loss per share									
Weighted-average shares used to compute basic and diluted net loss per share									
Weighted-average shares used to compute basic and diluted net loss per share									

See accompanying notes to unaudited condensed consolidated financial statements.

TELADOC HEALTH, INC.

CONDENSED CONSOLIDATED STATEMENTS OF STOCKHOLDERS' EQUITY
(In thousands, except share data, unaudited)

	Common Stock Shares	Common Stock	Additional Paid-In Capital	Accumulated Deficit	Accumulated Other Comprehensive Gain (Loss)	Total Stockholders' Equity	Common Stock	Additional Paid-In Capital	Accumulated Deficit	Accumulated Other Comprehensive Gain (Loss)	Total Stockholders' Equity
Balance as of March 31, 2024											

Balance as of March 31, 2024
Balance as of March 31, 2024
Balance as of June 30, 2024
Balance as of June 30, 2024
Balance as of June 30, 2024
Exercise of stock options
Issuance of common stock upon vesting of restricted stock units
Issuance of stock under employee stock purchase plan
Stock-based compensation
Other comprehensive loss, net of tax
Other comprehensive income, net of tax
Net loss
Balances as of June 30, 2024
Balances as of September 30, 2024
Balance as of December 31, 2023
Balance as of December 31, 2023
Balance as of December 31, 2023
Exercise of stock options
Issuance of common stock upon vesting of restricted stock units
Issuance of stock under employee stock purchase plan
Stock-based compensation
Other comprehensive loss, net of tax
Net loss
Balance as of June 30, 2024
Balance as of September 30, 2024
Balance as of March 31, 2023
Balance as of March 31, 2023
Balance as of March 31, 2023
Balance as of June 30, 2023
Balance as of June 30, 2023
Balance as of June 30, 2023
Exercise of stock options
Issuance of common stock upon vesting of restricted stock units
Issuance of stock under employee stock purchase plan
Stock-based compensation
Other comprehensive income, net of tax
Other comprehensive loss, net of tax
Net loss
Balances as of June 30, 2023
Balances as of September 30, 2023
Balance as of December 31, 2022
Balance as of December 31, 2022
Balance as of December 31, 2022
Exercise of stock options
Issuance of common stock upon vesting of restricted stock units
Issuance of stock under employee stock purchase plan

Stock-based compensation
Other comprehensive income, net of tax
Net loss
Balance as of June 30, 2023
Balance as of September 30, 2023

See accompanying notes to unaudited condensed consolidated financial statements.

TELADOC HEALTH, INC.

CONDENSED CONSOLIDATED STATEMENTS OF CASH FLOWS
(In thousands, unaudited)

		Six Months Ended June 30,		Nine Months Ended September 30,	
	2024	2024	2023	2024	2023
Cash flows from operating activities:					
Net loss					
Net loss					
Net loss					
Adjustments to reconcile net loss to net cash flows from operating activities:					
Goodwill impairment					
Goodwill impairment					
Goodwill impairment					
Amortization of intangible assets					
Depreciation of property and equipment					
Amortization of right-of-use assets					
Provision for allowances for doubtful accounts					
Stock-based compensation					
Deferred income taxes					
Other, net					
Changes in operating assets and liabilities:					
Accounts receivable					
Accounts receivable					
Accounts receivable					
Prepaid expenses and other current assets					
Inventory					
Other assets					
Accounts payable					
Accrued expenses and other current liabilities					
Accrued compensation					
Deferred revenue					
Operating lease liabilities					
Other liabilities					
Net cash provided by operating activities					
Cash flows from investing activities:					
Capital expenditures					
Capital expenditures					
Capital expenditures					
Capitalized software development costs					
Net cash used in investing activities					

Cash flows from financing activities:
Net proceeds from the exercise of stock options
Net proceeds from the exercise of stock options
Net proceeds from the exercise of stock options
Proceeds from employee stock purchase plan
Cash received for withholding taxes on stock-based compensation, net
Other, net
Net cash provided by financing activities
Net increase in cash and cash equivalents
Effect of foreign currency exchange rate changes
Cash and cash equivalents at beginning of the period
Cash and cash equivalents at end of the period
Cash paid for income taxes, net
Cash paid for income taxes, net
Cash paid for income taxes, net
Interest paid
Interest paid
Interest paid
Supplemental disclosure of non-cash investing activities
Supplemental disclosure of non-cash investing activities
Supplemental disclosure of non-cash investing activities
Accruals related to Property and equipment, net and Intangible assets, net
Accruals related to Property and equipment, net and Intangible assets, net
Accruals related to Property and equipment, net and Intangible assets, net

See accompanying notes to unaudited condensed consolidated financial statements.

TELADOC HEALTH, INC.

NOTES TO UNAUDITED CONDENSED CONSOLIDATED FINANCIAL STATEMENTS

Note 1. Organization and Description of Business

Teladoc Health, Inc., together with its subsidiaries, is referred to herein as “Teladoc Health,” or the “Company,” and is the global leader in whole person virtual care, forging a new healthcare experience with better convenience, outcomes, and value. The Company’s mission is to empower all people everywhere to live their healthiest lives by transforming the healthcare experience.

The Company 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. The Company’s principal executive office is located in Purchase, New York.

Note 2. Basis of Presentation and Principles of Consolidation

The accompanying unaudited condensed consolidated financial statements for the six nine months ended June 30, 2024 September 30, 2024 and 2023, in the opinion of management, reflect all adjustments (consisting of normal recurring accruals) necessary for a fair presentation of the Condensed Consolidated Results of Operations, financial position and cash flows of Teladoc Health for the periods presented. However, the financial results for interim periods are not necessarily indicative of the results that may be expected for a full fiscal year or for any other future period.

Certain information and footnote disclosures normally included in financial statements prepared in accordance with generally accepted accounting principles (“GAAP”) in the United States (“U.S.”) have been omitted or condensed pursuant to the rules and regulations of the U.S. Securities and Exchange Commission (“SEC”). The information in this report should be read in conjunction with the Company’s Annual Report on Form 10-K filed with the SEC for the fiscal year ended December 31, 2023 (the “2023 Form 10-K”), which includes a complete set of footnote disclosures, including the Company’s significant accounting policies.

These 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., formerly Teladoc Physicians, 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 all the activities of that most significantly affect 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 $64.1 million $65.6 million and $0.0 million and $58.8 $56.1 million and $0.0 million for the three months ended June 30, 2024 September 30, 2024 and 2023, respectively. Total revenue and net loss for the VIE were $134.1 million
$199.7 million and $0.0 million and $120.4 million $176.6 million and $0.0 million for the six nine months ended June 30, 2024 September 30, 2024 and 2023, respectively. The VIE's total assets, all of which were current, were $25.2 million $23.2 million and $20.6 million at June 30, 2024 September 30, 2024 and December 31, 2023, respectively. The VIE's total liabilities, all of which were current, were $73.8 million
$71.8 million and $69.2 million at June 30, 2024 September 30, 2024 and December 31, 2023, respectively. The VIE's total stockholders' deficit was $48.6 million and $48.6 million at June 30, 2024 each of September 30, 2024 and December 31, 2023, respectively. .

All intercompany transactions and balances have been eliminated.

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 condensed 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 condensed 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 condensed 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 Condensed Consolidated Statements of Operations; if material, the effects of changes in estimates are disclosed in the Notes to Unaudited Condensed 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, deferred device and contract costs, allowances for sales, and for doubtful accounts, 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 Note 2. "Basis of Presentation and Principles of Consolidation" in the Summary of Significant Accounting policies in the 2023 Form 10-K and as may be updated in this Quarterly Report in Note 2. "Basis of Presentation and Principles of Consolidation."

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.

Reclassifications

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

Recently Issued Accounting Standards

In November 2023, the Financial Accounting Standards Board ("FASB") issued Accounting Standards Update ("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 should be based on the significant segment expense categories identified and disclosed in the period of adoption. As the guidance is a change to disclosures only, ASU 2023-07 will impact the "Segments" note within the Company's quarterly and annual financial statements but will not have an impact in the consolidated financial statements. The Company is currently evaluating the impact of adopting ASU 2023-07 on its financial disclosures.

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 ASU 2023-09 on its financial disclosures.

In March 2024, the SEC issued Release Nos. 33-11275; 34-99678 "The Enhancement and Standardization of Climate-Related Disclosures for Investors" to improve the consistency, comparability, and reliability of disclosures on the financial effects of climate-related risks on a registrant's operations and how it manages these risks. The compliance date for this release was scheduled to be fiscal year 2025 for large accelerated filers. On April 4, 2024, the SEC voluntarily stayed implementation of this new rule pending judicial review. The Company is currently analyzing the impact that the new climate-related rules will have on its consolidated financial statements.

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

The Company generates access fees from customers, which primarily consist of employers, health plans, hospitals and health systems, insurance and financial services companies (collectively “Clients”), as well as individual paying users, accessing its 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 in the financial statements. 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 and also by geography (in thousands):

	Three Months Ended June 30,		Six Months Ended June 30,						
	Three Months Ended September 30,		Nine Months Ended September 30,						
	2024	2024	2023	2024	2023	2024	2023	2024	2023
Revenue by Type									
Access fees									
Access fees									
Access fees									
Other									
Total Revenue									
Revenue by Geography									
Revenue by Geography									
Revenue by Geography									
U.S. Revenue									
U.S. Revenue									
U.S. Revenue									
International Revenue									
Total Revenue									

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.

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

	Six Months Ended June 30,			Nine Months Ended September 30,	
	2024	2024	2023	2024	2023
Beginning balance					
Cash collected					
Revenue recognized					
Ending balance					

The Company expects to recognize $78.5 million $60.1 million of revenue throughout the remainder of 2024, $21.9 million $30.1 million of revenue in the year ending December 31, 2025, and the remaining balance thereafter related to future performance obligations that are unsatisfied or partially unsatisfied as of June 30, 2024 September 30, 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 June 30, 2024	As of December 31, 2023
	As of September 30, 2024	As of December 31, 2023
Deferred device and contract costs, current		
Deferred device and contract costs, noncurrent		
Deferred device and contract costs, non-current		
Total deferred device and contract costs		

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	19,188 28,516
Cost of revenue recognized	(16,686) (26,597)
Ending balance as of June 30, 2024 September 30, 2024	$ 52,778 52,195

Note 4. Inventories

Inventories consisted of the following (in thousands):

	As of June 30, 2024	As of December 31, 2023
	As of September 30, 2024	As of December 31, 2023
Raw materials and purchased parts		
Work in process		
Finished goods		
Total inventories		

Note 5. Prepaid Expenses and Other Current Assets

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

	As of June 30, 2024	As of December 31, 2023
	As of September 30, 2024	As of December 31, 2023
Prepaid expenses		
Deferred device and contract costs, current		
Other receivables		
Other current assets		
Total prepaid expenses and other current assets		

Note 6. Goodwill

Goodwill consisted of the following (in thousands):

	Teladoc Health Integrated Care	Teladoc Health Integrated Care	BetterHelp	Total	Teladoc Health Integrated Care	BetterHelp	Total
Balance as of December 31, 2023							
Impairment							
Balance as of June 30, 2024							
Balance as of September 30, 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 for the three and six months ended June 30, 2024, or $4.64 per basic and diluted share. No goodwill impairment charge was recognized for the three months ended June 30, 2024 and $4.68 per basic and diluted share for the six months ended June 30, 2024 September 30, 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 is 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.

After recording this goodwill impairment charge, there is no excess of the BetterHelp reporting unit's fair value over its carrying value, so any further decrease in the reporting unit's fair value would result in an additional impairment charge. In the event there are further adverse changes in the Company's 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, the Company may be required to record additional non-cash impairment charges to its goodwill, other intangibles, and other long-lived assets. Such non-cash charges could have a material adverse effect on the Company's Condensed Consolidated Statement of Operations and Balance Sheets in the reporting period of the charge.

Goodwill is net of accumulated impairment charges of $14.2 billion, of which $12.3 billion was recognized 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 Teladoc Health Integrated Care segment, and $0.8 billion was recognized on the goodwill assigned to the BetterHelp segment in the six nine months ended June 30, 2024 September 30, 2024.

Note 7. Intangible Assets, Net and Certain Cloud Computing Costs

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

	Useful Life	Useful Life	Gross Value	Accumulated Amortization	Net Carrying Value	Weighted Average Remaining Useful Life (Years)
June 30, 2024						

September 30, 2024

Client relationships

Client relationships

Client relationships		2 to 20 years	$1,457,673	$	$(441,645)	$		$1,016,028	12.0	12.0	2 to 20 years
Trademarks	Trademarks	2 to 15 years	324,924	(239,084)	(239,084)	85,840		85,840	6.3	6.3	Trademarks
Software	Software	3 to 5 years	517,200	(222,762)	(222,762)	294,438		294,438	2.3	2.3	Software
Acquired technology	Acquired technology	4 to 7 years	341,715	(190,523)	(190,523)	151,192		151,192	3.2	3.2	Acquired technology
Intangible assets, net	Intangible assets, net			$2,641,512	$	$(1,094,014)	$	$ 1,547,498	9.0	9.0	Intangible a net

December 31, 2023

Client relationships

Client relationships

Client relationships		2 to 20 years	$1,460,857	$	$(391,196)	$		$1,069,661	12.5	12.5	2 to 20 years
Trademarks	Trademarks	2 to 15 years	325,479	(189,330)	(189,330)	136,149		136,149	6.9	6.9	Trademarks
Software	Software	3 to 5 years	456,583	(161,108)	(161,108)	295,475		295,475	2.5	2.5	Software
Acquired technology	Acquired technology	4 to 7 years	341,814	(165,318)	(165,318)	176,496		176,496	3.7	3.7	Acquired technology
Intangible assets, net	Intangible assets, net			$2,584,733	$	$ (906,952)	$	$ 1,677,781	9.3	9.3	Intangible a net

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

	Three Months Ended June 30, / Three Months Ended September 30,			Six Months Ended June 30, / Nine Months Ended September 30,					
	2024	2024	2023	2024	2023	2024	2023	2024	2023
Amortization of acquired intangibles									
Amortization of capitalized software development costs									
Amortization of intangible assets expense									

During the second half of 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 has 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 ending ended December 31, 2023 and continuing thereafter. through The change in accounting estimate resulted in additional amortization of intangible expense for acquired intangibles of $18.6 million, or $0.11 per basic and diluted share, for the three months ended June 30, 2024 and $37.2 million, or $0.22 per basic and diluted share, for the six months ended June 30, 2024 , with corresponding reductions thereafter.

Periodic amortization of intangible assets that will be charged to expense over the remaining life of the intangible assets as of June September 30, 2024 was as follows (in thousands):

Years Ending December 31,

2024	
2024	
2024	
2025	
2026	
2027	
2028 and thereafter	
	$

Net cloud computing costs, which are primarily related to the implementation of the Company's customer relationship management ("CRM") and enterprise resource planning ("ERP") systems, are recorded in "Other assets" within the Company's Condensed Consolidated Balance Sheets. As of June 30, 2024 September 30, 2024 and December 31, 2023, those the cloud computing costs were $43.1 $40.4 million and $41.1 million, respectively. The associated expense for cloud computing costs, which is recorded in general and administration expense, was $1.2 million $1.3 million and $1.0 million $0.6 million for the three months ended June 30, 2024 September 30, 2024 and 2023, respectively. The associated expense for cloud computing costs for the six nine months ended June 30, 2024 September 30, 2024 and 2023 was $2.4 million $3.7 million and $1.8 million $2.4 million, respectively.

Note 8. Accrued Expenses and Other Current Liabilities

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

	As of June 30, 2024	As of December 31, 2023
	As of September 30, 2024	As of December 31, 2023
Marketing and advertising		
Client performance guarantees and accrued rebates		
Marketing and advertising		
Franchise, sales and other taxes		
Consulting fees/provider fees		
Operating lease liabilities—current		
Professional fees		
Information technology		
Insurance		
Interest payable		
Lease abandonment obligation—current		
Staff augmentation		
Interest payable		
Income tax payable		
Other		
Total		

Note 9. Convertible Senior Notes

Outstanding Convertible Senior Notes

As of June 30, 2024 September 30, 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 June 30, 2024 September 30, 2024:

		2027 Notes	2025 Notes	Livongo Notes		2027 Notes	2025 Notes	Livongo Notes
Principal Amount Outstanding as of June 30, 2024 (in millions)								
Principal Amount Outstanding as of September 30, 2024 (in millions)								
Interest Rate Per Year	Interest Rate Per Year	1.25 %	1.375 %	0.875 %	Interest Rate Per Year	1.25 %	1.375 %	0.875 %
Fair Value as of June 30, 2024 (in millions) (1)								
Fair Value as of September 30, 2024 (in millions) (1)								
Fair Value as of December 31, 2023 (in millions) (1)								
Maturity Date	Maturity Date	June 1, 2027	May 15, 2025	June 1, 2025	Maturity Date	June 1, 2027	May 15, 2025	June 1, 2025
Optional Redemption Date	Optional Redemption Date	June 5, 2024	May 22, 2022	June 5, 2023	Optional Redemption Date	June 5, 2024	May 22, 2022	June 5, 2023
Conversion Date	Conversion Date	December 1, 2026	November 15, 2024	March 1, 2025	Conversion Date	December 1, 2026	November 15, 2024	March 1, 2025
Conversion Rate Per $1,000 Principal Amount as of June 30, 2024		4.1258	18.6621	13.9400				
Remaining Contractual Life as of June 30, 2024		2.9 years		0.9 years				
Conversion Rate Per $1,000 Principal Amount as of September 30, 2024		4.1258	18.6621	13.9400				
Remaining Contractual Life as of September 30, 2024		2.7 years	0.6 years	0.7 years				

(1) The Company estimates the fair value of its Notes utilizing market quotations for debt that have quoted prices in active markets. Since the Notes do not trade on a daily basis in an active market, the fair value estimates are based on market observable inputs based on borrowing rates currently available for debt with similar terms and average maturities. The Notes would be classified as Level 2 within the fair value hierarchy, as defined in Note 2. "Basis of Presentation and Principles of Consolidation."

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 Condensed Consolidated Balance Sheets. The Company has reserved an aggregate of 8.7 million 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 June 30, 2024	As of December 31, 2023
	As of September 30, 2024	As of December 31, 2023
2025 Notes		
Principal		
Principal		
Principal		
Less: Debt discount, net (1)		
Net carrying amount		
Livongo Notes		
Livongo Notes		
Livongo Notes		
Principal		
Principal		
Principal		
Less: Debt discount, net (1)		
Net carrying amount		
2027 Notes		
2027 Notes		
2027 Notes		
Principal		
Principal		
Principal		
Less: Debt discount, net (1)		
Net carrying amount		
Total net carrying amount		

Total net carrying amount

Total net carrying amount

Convertible senior notes, net—current

Convertible senior notes, net—current

Convertible senior notes, net—current

Convertible senior notes, net—non-current

Total net carrying amount

(1) Included in the accompanying Condensed 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):

		Three Months Ended June 30,		Six Months Ended June 30,						
		Three Months Ended September 30,		Nine Months Ended September 30,						
2025 Notes	**2025 Notes**	2024	2023	2024	2023	**2025 Notes**	2024	2023	2024	2023
Contractual interest expense	Contractual interest expense	$ 3	$ 2	$ 5	$ 5	Contractual interest expense	$ 2	$ 2	$ 7	$ 7
Amortization of debt discount	Amortization of debt discount	1	1	2	2	Amortization of debt discount	0	1	2	
Total	Total	$ 4	$ 3	$ 7	$ 7	Total	$ 2	$ 3	$ 9	$ 9
Effective interest rate	Effective interest rate	1.8 %	1.8 %	1.8 %	1.8 %	Effective interest rate	1.8 %	1.8 %	1.8 %	1.8 %

Three Months Ended June 30,

Three Months Ended June 30,

Three Months Ended June 30, Six Months Ended June 30,

Three Months Ended September 30,

Three Months Ended September 30,

		Three Months Ended September 30,		Nine Months Ended September 30,						
Livongo Notes	**Livongo Notes**	2024	2023	2024	2023	**Livongo Notes**	2024	2023	2024	2023
Contractual interest expense	Contractual interest expense	$ 1,203	$ 1,203	$ 2,406	$ 2,406	Contractual interest expense	$ 1,203	$ 1,203	$ 3,609	$ 3,609
Amortization of debt discount	Amortization of debt discount	—	—	—	Amortization of debt discount		—		—	
Total	Total	$ 1,203	$ 1,203	$ 2,406	$ 2,406	Total	$ 1,203	$ 1,203	$ 3,609	$ 3,609
Effective interest rate	Effective interest rate	0.9 %	0.9 %	0.9 %	0.9 %	Effective interest rate	0.9 %	0.9 %	0.9 %	0.9 %

		Three Months Ended June 30, / Three Months Ended September 30,		Six Months Ended June 30, / Nine Months Ended September 30,						
2027 Notes	2027 Notes	2024	2023	2024	2023	2027 Notes	2024	2023	2024	2023
Contractual interest expense	Contractual interest expense	$ 3,125	$ 3,125	$ 6,250	$ 6,250	Contractual interest expense	$ 3,125	$ 3,125	$ 9,375	$ 9,375
Amortization of debt discount	Amortization of debt discount	861	847	1,719	1,691	Amortization of debt discount	865	851	2,584	2,542
Total	Total	$ 3,986	$ 3,972	$ 7,969	$ 7,941	Total	$ 3,990	$ 3,976	$ 11,959	$ 11,917
Effective interest rate	Effective interest rate	1.6 %	1.6 %	1.6 %	1.6 %	Effective interest rate	1.6 %	1.6 %	1.6 %	1.6 %

Note 10. 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 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:	Operating Leases:	As of June 30, 2024	Operating Leases:	As of September 30, 2024
2024				
2025				
2026				
2027				
2028				
2029 and thereafter				
Total future minimum payments				
Less: imputed interest				
Present value of lease liabilities				
Accrued expenses and other current liabilities				
Accrued expenses and other current liabilities				
Accrued expenses and other current liabilities				

Operating lease liabilities, net of current portion

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 June 30, 2024 September 30, 2024. See Note. 11, “Restructuring,” for further information.

Note 11. Restructuring

The Company accounts for restructuring costs in accordance with Accounting Standards Codification ("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 Condensed Consolidated Statements of Operations and Other Comprehensive Loss as they are recognized.

The Company previously disclosed that, as a result of its comprehensive operational review of the business and in order to drive efficiency to reduce costs and improve profit growth, it expected to incur pre-tax charges in the range of $12 million $12.0 million to $16 million $16.0 million in the year ending December 31, 2024. The charges will primarily relate to employee transition, severance, employee benefits, and related costs needed to execute on various optimization initiatives.

During the three months ended June 30, 2024 September 30, 2024, the Company recorded $1.5 million $3.6 million of restructuring costs, of which $1.3 million $2.3 million was for employee transition, severance, employee benefits, and related costs and $0.1 million $1.3 million was for other restructuring office space reduction related costs. costs, including $1.0 million of right-of-use asset impairment charges. During the six nine months ended June 30, 2024 September 30, 2024, the Company recorded $11.2 million $14.8 million of restructuring costs, of which $8.3 million $10.7 million was for employee transition, severance, employee benefits, and related costs, $1.3 million was for office space reduction related costs, including $1.0 million of right-of-use asset impairment charges, and $2.8 million was for other restructuring related costs.

During the three months ended June 30, 2023 September 30, 2023, the Company recorded $7.5 million $0.4 million of restructuring costs, of which $0.5 million $0.2 million was for employee transition, severance, employee benefits, and related costs and $7.0 million $0.2 million was related to cost associated with office space reductions, including $7.0 million of right-of-use asset impairment charges. reductions. During the six nine months ended June 30, 2023 September 30, 2023, the Company recorded $15.6 million $16.0 million of restructuring costs, of which $7.7 million $7.9 million was for employee transition, severance, employee benefits, and related costs and $7.9 million $8.1 million was related to cost associated with office space reductions, including $4.9 million
$4.9 million of right-of-use asset impairment charges.

The portion of these expenses that are to be settled by cash disbursements were accounted for as a restructuring liability under the line item "Accrued expenses and other current liabilities" in the Company's Condensed 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 Condensed Consolidated Balance Sheet Sheets as of June 30, 2024 September 30, 2024 (in thousands):

	Restructuring Plan								
	Severance	Severance	Lease Termination	Other (1)	Total	Severance	Lease Termination	Other (1)	Total
Accrued Balance, December 31, 2023									
Additional expenses (recoveries)									
Additional expenses									
Cash payments									
Accrued Balance, June 30, 2024									
Accrued Balance, September 30, 2024									

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

Note 12. 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 10,914,892 12,913,482 shares available for grant under the 2023 Plans at June 30, 2024 September 30, 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 transaction, and are generally value. Expense is recognized on a straight line basis in the Company’s Condensed Consolidated Statements of Operations over the requisite service period, during which the employee is required to perform services in exchange for generally the award (generally requiring a four-year vesting period for each stock option and a three-year vesting period for each restricted stock unit (“RSU”)). of the respective award. The Company recognizes the forfeiture of stock-based awards as they occur.

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 the these performance stock units has not yet been determined 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 and per share amounts and years):

	Number of Shares Outstanding	Number of Shares Outstanding	Weighted-Average Exercise Price	Weighted-Average Remaining Contractual Life in Years	Aggregate Intrinsic Value	Number of Shares Outstanding	Weighted-Average Exercise Price	Weighted-Average Remaining Contractual Life in Years	Aggregate Intrinsic Value
Balance at December 31, 2023									
Stock option grants									
Stock options exercised									
Stock options exercised									
Stock options exercised									
Stock options forfeited									
Balance at June 30, 2024									
Balance at June 30, 2024									
Balance at June 30, 2024									
Vested or expected to vest at June 30, 2024									
Exercisable at June 30, 2024									
Balance at September 30, 2024									
Balance at September 30, 2024									
Balance at September 30, 2024									
Vested or expected to vest at September 30, 2024									
Exercisable at September 30, 2024									

The total grant-date fair value of stock options granted during the three months ended June 30, 2024 September 30, 2024 and 2023 were $0.0 million and $0.6 $0.4 million, respectively. The total grant-date fair value of stock options granted during the six nine months ended June 30, 2024 September 30, 2024 and 2023 were $0.4 million and $0.8 million $1.2 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 stock 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:

		Six Months Ended June 30,				Nine Months Ended September 30,	
		2024	2024		2023	2024	2023
Volatility	Volatility	67.86% - 67.94%	65.58% - 67.92%	Volatility	67.86% - 67.94%	65.58% - 68.22%	
Expected term (in years)	Expected term (in years)	4.3	4.3	Expected term (in years)	4.3	4.3	
Risk-free interest rate	Risk-free interest rate	3.85% - 3.90%	3.68% - 4.08%	Risk-free interest rate	3.85% - 3.90%	3.68% - 4.34%	
Dividend yield	Dividend yield	0%	0%	Dividend yield	0%	0%	
Weighted-average fair value of underlying stock options	Weighted-average fair value of underlying stock options	$11.55	$13.41	Weighted-average fair value of underlying stock options	$11.55	$13.42	

For the three months ended June 30, 2024 September 30, 2024 and 2023, the Company recorded stock-based compensation expense related to stock options granted of $2.2 million $1.9 million and $2.4 million $2.3 million, respectively. For the six nine months ended June 30, 2024 September 30, 2024 and 2023, the Company recorded stock-based compensation expense related to stock options granted of $3.9 million $5.8 million and
$4.7 million, $7.0 million, respectively.

As of June 30, 2024 September 30, 2024, the Company had $8.6 million $5.5 million in unrecognized compensation cost related to non-vested stock options, which is expected to be recognized over a weighted-average period of approximately 1.9 years.

Restricted Stock Units

The fair value of RSUs is determined on the date of grant. The Company records compensation expense 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	RSUs	Weighted-Average Grant Date Fair Value Per RSU	RSUs	Weighted-Average Grant Date Fair Value Per RSU
Balance at December 31, 2023					
Granted					
Vested and issued					
Forfeited					
Balance at June 30, 2024					
Vested and unissued at June 30, 2024					
Non-vested at June 30, 2024					
Balance at September 30, 2024					
Vested and unissued at September 30, 2024					

Non-vested at September 30, 2024

The total grant-date fair value of RSUs granted during the three months ended June 30, 2024 September 30, 2024 and 2023, was $8.5 1.4 million and $12.6 million $7.5 million, respectively. The total grant-date fair value of RSUs granted during the six nine months ended June 30, 2024 September 30, 2024 and 2023, was $75.6 million $77.1 million and $181.6 million $189.2 million, respectively.

For the three months ended June 30, 2024 September 30, 2024 and 2023, the Company recorded stock-based compensation expense related to RSUs of $39.2 million $32.5 million and $48.8 million $46.9 million, respectively. For the six nine months ended June 30, 2024 September 30, 2024 and 2023, the Company recorded stock-based compensation expense related to RSUs of $76.5 million $109.1 million and $87.4 million $134.1 million, respectively.

As of June 30, 2024 September 30, 2024, the Company had $188.1 million $142.3 million in unrecognized compensation cost related to non-vested RSUs, which is expected to be recognized over a weighted-average period of approximately 1.9 1.7 years.

Performance Stock Units

Stock-based compensation costs associated with the Company's RSUs subject to performance criteria ("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 ranges 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	Shares	Weighted-Average Grant Date Fair Value Per PSU	Shares	Weighted-Average Grant Date Fair Value Per PSU
Balance at December 31, 2023					
Granted (1)					
Vested and issued					
Forfeited					
Performance adjustment (2)	Performance adjustment (2) (246,495)		Performance adjustment (2) (246,495)		
Balance at June 30, 2024					
Vested and unissued at June 30, 2024					
Non-vested at June 30, 2024					
Balance at September 30, 2024					
Vested and unissued at September 30, 2024					
Non-vested at September 30, 2024					

(1) Granted excludes 0.2 million 0.2 million target shares for which the performance criteria has not been established as of June 30, 2024 September 30, 2024.

(2) Based on the Company's 2023 results, PSUs were attained at rates ranging from 0% to 85.2% of the target award.

The total grant-date fair value of PSUs granted was $0.0 million during each of the three months ended June 30, 2024 September 30, 2024 and 2023 was $8.1 million and $4.6 million, respectively. 2023. The total grant-date fair value of PSUs granted during the six nine months ended June 30, 2024 September 30, 2024 and 2023 was $28.5 million and $34.9 million, respectively.

For the three months ended June 30, 2024 September 30, 2024 and 2023, the Company recorded stock-based compensation expense related to PSUs of $0.3 million $(0.9) million and $3.7 million $2.6 million, respectively. For the six nine months ended June 30, 2024 September 30, 2024 and 2023, the Company recorded stock-based compensation expense related to PSUs of $2.8 million $1.9 million and $7.2 million $9.9 million, respectively.

As of June 30, 2024 September 30, 2024, the Company had $24.2 million $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 2.4 1.9 years.

Employee Stock Purchase Plan

In July 2015, the Company adopted the 2015 Employee Stock Purchase Plan ("ESPP") in connection with its initial public offering. At the Company's 2023 annual meeting of stockholders, the Company's stockholders approved an amendment to the ESPP to increase the number of shares of the Company's common stock available for issuance under the ESPP by 3,000,000. A As a result, a total of 4,113,343 shares of common stock have been reserved for issuance under this plan as of June 30, 2024. plan. 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 the three months ended June 30, 2024 September 30, 2024 and 2023, the Company did not issue any shares under the ESPP. During the nine months ended September 30, 2024 and 2023, the Company issued 304,068 shares and 271,736 shares, respectively, under the ESPP. As of June 30, 2024 September 30, 2024, 2,496,713 shares remained available for issuance.

For the three months ended June 30, 2024 September 30, 2024 and 2023, the Company recorded stock-based compensation expense related to the ESPP of $0.4 million $0.5 million and $0.9 million $1.2 million, respectively. For the six nine months ended June 30, 2024 September 30, 2024 and 2023, the Company recorded stock-based compensation expense related to the ESPP of $1.2 million $1.7 million and $2.4 million $3.6 million, respectively.

As of June 30, 2024 September 30, 2024, the Company had $0.8 million $0.2 million in unrecognized compensation cost related to the ESPP, which is expected to be recognized over a weighted-average period of approximately 0.4 0.1 years.

Total compensation costs for stock-based awards were recorded as follows (in thousands):

		Three Months Ended June 30,			Six Months Ended June 30,				
		Three Months Ended September 30,			Nine Months Ended September 30,				
	2024	2024	2023	2024	2023	2024	2023	2024	2023
Cost of revenue (exclusive of depreciation and amortization, which are shown separately)									
Advertising and marketing									
Sales									
Technology and development									
General and administrative									
Total stock-based compensation expense									
Capitalized stock-based compensation									
Total stock-based compensation									

Note 13. Provision for Income Taxes

The Company recorded income tax expense of $3.9 million $0.8 million and $6.6 million $7.4 million for the three and six nine months ended June 30, 2024 September 30, 2024, respectively. The tax expenses recorded were the result of state tax law changes that occurred in the second quarter of 2024 and the tax shortfall associated with the stock-based compensation awards that vested in the year.

The Company recorded income tax benefits of $1.0 million $2.5 million and $0.3 million $2.8 million for the three and six nine months ended June 30, 2023 September 30, 2023, respectively.

Note 14. 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 9. Convertible Senior Notes, and its long-term operating leases, which are presented in Note 10. 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. The claims and parties York, which was consolidated with the Schneider case in De Schutter were substantially similar to those in Schneider. The De

Schutter case was transferred on consent to the Southern District court and the Schneider and De Schutter actions have now been consolidated under the caption In re

Teladoc Health, Inc. Securities Litigation. On August 23, 2022, the court appointed Leadersel Innotech ESG as lead plaintiff pursuant to the Private Securities Litigation Reform Act of 1995. The lead plaintiff subsequently filed an amended complaint on September 30, 2022, on behalf of a purported complaints that expanded the alleged class consisting of all persons or entities who purchased or otherwise acquired shares of the Company's common stock during the period February 24, 2021 to July 27, 2022, and filed a second amended complaint on December 6, 2022, 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 February 11, 2021 to July 27, 2022. On July 5, 2023, the court granted the defendants' motion to dismiss the complaint. On November 17, 2023, the lead plaintiff filed an appeal in complaint, and on September 24, 2024 the United States Court of Appeals for the Second Circuit. Circuit affirmed in part, and vacated in part, the Southern District court's dismissal and remanded for further proceedings. The Company believes that it has substantial defenses, and the Company and its named officers intend to defend the appeal and any further proceedings in 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 Company believes that it has substantial defenses, and the Company and its named officers and directors intend to defend the lawsuit vigorously.

On July 30, 2020, the Company's subsidiary BetterHelp, Inc. ("BetterHelp") received a Civil Investigative Demand from the U.S. Federal Trade Commission ("FTC") as part of its non-public investigation to determine whether BetterHelp engaged in unfair business practices in violation of the Federal Trade Commission Act. In March 2023, BetterHelp and the FTC entered into a tentative settlement of all claims arising from the FTC's investigation and agreed to a consent order that required the Company to make a $7.8 million payment to the FTC. The settlement, including the consent order, received final approval from the FTC on July 14, 2023.

There have been multiple putative class-action litigations filed against BetterHelp in connection with the above-referenced FTC settlement and consent order. 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 United States 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 business, operations, and prospects. 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 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 v. Daniel, et. al) was filed in the United States 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 against certain defendants. The Company believes that it has substantial defenses, and the Company and its named officers and directors intend to defend the lawsuit lawsuits vigorously.

Note 15. 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 together with Adjusted EBITDA. The Company excludes the following items from segment Adjusted EBITDA: goodwill impairment; provision for income taxes; other expense (income), net; interest income; interest expense; depreciation of property and equipment; amortization of intangible assets; stock-based compensation; restructuring costs; and acquisition, integration and transformation charges. Although these amounts are excluded from segment Adjusted EBITDA, they are included in reported consolidated net loss and are included in the reconciliation that follows.

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.

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 table presents revenues by segment (in thousands):

		Three Months Ended June 30,		Six Months Ended June 30,					
		Three Months Ended September 30,		Nine Months Ended September 30,					
	2024	2024	2023	2024	2023	2024	2023	2024	2023
Teladoc Health Integrated Care									
BetterHelp									
Total Consolidated Revenue									

The following table presents Adjusted EBITDA by segment (in thousands):

		Three Months Ended June 30,		Six Months Ended June 30,					
		Three Months Ended September 30,		Nine Months Ended September 30,					
	2024	2024	2023	2024	2023	2024	2023	2024	2023
Teladoc Health Integrated Care									

BetterHelp	
Total Consolidated Adjusted EBITDA	

The following table presents a reconciliation of segment profitability (Adjusted EBITDA) to consolidated net loss (in thousands):

		Three Months Ended June 30,			Six Months Ended June 30,				
		Three Months Ended September 30,			Nine Months Ended September 30,				
	2024	2024	2023	2024	2023	2024	2023	2024	2023
Teladoc Health Integrated Care									
BetterHelp									
Total consolidated Adjusted EBITDA									
Less adjustments to reconcile to GAAP net loss									
Stock-based compensation									
Stock-based compensation									
Stock-based compensation									
Goodwill impairment									
Acquisition, integration, and transformation costs									
Restructuring costs									
Amortization of intangible assets									
Depreciation of property and equipment									
Interest income									
Interest expense									
Other expense (income), net									
Other (income) expense, net									
Loss before provision for income taxes									
Provision for income taxes									
Net loss									

Geographic data for long-lived assets (representing property and equipment, net) were as follows (in thousands):

	As of June 30, 2024	As of December 31, 2023
	As of September 30, 2024	As of December 31, 2023
United States		
Other		
International		
Total long-lived assets		

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

Special Note Regarding Forward-Looking Statements

Many statements made in this Quarterly Report on Form 10-Q 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-Q, including the section entitled" "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-Q, 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 our Annual Report on Form 10-K for the year ended December 31, 2023 (the “2023 Form 10-K”) and in our other reports and U.S. 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-Q. 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-Q in the context of these risks and uncertainties.

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 whole person 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 whole person virtual care that includes primary care, mental health, chronic condition management, and more.

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 our 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. U.S. Integrated Care members increased by 6.5 3.7 million, or 8% 4%, to 92.4 million 93.9 million at June 30, 2024 September 30, 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 whole person virtual care platform that we believe positions us to drive greater engagement with our platforms and increased revenue. Chronic care program enrollment increased by 9% 5% to 1.173 million 1.179 million at June 30, 2024 September 30, 2024, compared to 1.073 1.122 million at June 30, 2023 September 30, 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 was $1.36 in the three months ended June 30, 2024 September 30, 2024, compared to $1.41 in the same period in 2023. Average monthly revenue per U.S. Integrated Care member decreased to $1.37 in the six nine months ended June 30, 2024 September 30, 2024 from $1.40 in the same period in 2023. The change in average monthly revenue versus the indicated prior periods period is reflective of the growth of onboarding new members and the timing and mix of when fees are realized.

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 that business, and future revenue potential. BetterHelp paying users decreased by 14% 13% to 0.407 0.398 million for the three months ended June 30, 2024 September 30, 2024, compared to 0.476 0.459 million for the three months ended June 30, 2023 September 30, 2023, and decreased by 13% to 0.411 million 0.407 million for the six nine months ended June 30, 2024 September 30, 2024, compared to 0.471 million 0.467 million for the six nine months ended June 30, 2023 September 30, 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 the strongest operating income performance in the fourth quarter. Conversely, as marketing activity typically resumes at the start of the year, we typically experience the weakest operating income performance during the first quarter as new customer acquisition and revenue growth lags marketing spend.

Critical Accounting Estimates and Policies

Our discussion and analysis of our results of operations, liquidity and capital resources are based on our condensed consolidated financial statements which have been prepared in conformity with accounting principles generally accepted in the U.S. ("GAAP"). The preparation of these condensed consolidated financial statements requires us to make estimates and judgments that affect the reported amounts of assets, liabilities, revenues and expenses, and disclosure of contingent assets and liabilities.

On an ongoing basis, we evaluate our estimates and judgments, including those related to revenue recognition, business combinations, goodwill and other intangible assets, income taxes, and other items. We base our estimates on historical and anticipated results and trends and on various other assumptions that we believe are reasonable under the circumstances, including assumptions as to future events. These estimates form the basis for making judgments about the carrying values of assets and liabilities that are not readily apparent from other sources. By their nature, estimates are subject to an inherent degree of uncertainty. Actual results may differ from our estimates and could have a significant adverse effect on our results of operations and financial position. For a discussion of our critical accounting policies and estimates see Part II, Item 7, "Management's Discussion and Analysis of Financial Condition and Results of Operations" in the 2023 Form 10-K.

Goodwill Impairment Charge

As a result of sustained decreases in our publicly quoted share price and market capitalization through June 30, 2024 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 million $790.0 million non-deductible, non-cash goodwill impairment charge for the three and six months ended June 30, 2024, or $4.64 per basic and diluted share. No goodwill impairment charge was recognized for the three months ended June 30, 2024 and $4.68 per basic and diluted share for the six months ended June 30, 2024 September 30, 2024.

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

After recording this goodwill impairment charge, there is no excess of the BetterHelp reporting unit's fair value over its carry value, so any further decrease in the reporting unit's fair value would result in an additional impairment charge. 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, other intangibles, and other long-lived assets. Such non-cash charges could have a material adverse effect on our Condensed Consolidated Statement of Operations and Balance Sheets in the reporting period of the charge.

Non-GAAP Financial Measures

To supplement our financial information presented in accordance with 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 financial metrics 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 (income) 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 it does not reflect other (income) 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; 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 depreciated and amortized 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.

Condensed Consolidated Results of Operations

The following table sets forth our Condensed Consolidated Statements of Operations data for the three months ended June 30, 2024 September 30, 2024 and 2023 and the dollar and percentage change between the respective periods (in thousands, except per share data):

		Three Months Ended June 30,										
		Three Months Ended September 30,										
		2024										
		2024										
		2024		2023		Variance		%				2023
Revenue	Revenue	$ 642,444	$	$652,406	$	$ (9,962)	(2)	(2) %		Revenue	$ 640,508	$
Costs and expenses:												
Cost of revenue (exclusive of depreciation and amortization, which are shown separately below)												
Cost of revenue (exclusive of depreciation and amortization, which are shown separately below)												
Cost of revenue (exclusive of depreciation and amortization, which are shown separately below)		188,059	190,540	190,540	(2,481)	(2,481)	(1)	(1)	%		179,745	185,960
Advertising and marketing	Advertising and marketing	170,270	178,756	178,756	(8,486)	(8,486)	(5)	(5)	%	Advertising and marketing	177,462	186,152
Sales	Sales	50,438	53,530	53,530	(3,092)	(3,092)	(6)	(6)	%	Sales	47,465	52,309

Technology and development	Technology and development	76,751	87,309	87,309	(10,558)	(10,558)	(12)	(12)	%	Technology and development	72,383	84,289
General and administrative	General and administrative	109,552	125,841	125,841	(16,289)	(16,289)	(13)	(13)	%	General and administrative	114,245	115,716
Goodwill impairment	Goodwill impairment	790,000	0	0	790,000	790,000	N/M	N/M		Goodwill impairment	—	
Acquisition, integration, and transformation costs	Acquisition, integration, and transformation costs	457	5,080	5,080	(4,623)	(4,623)	(91)	(91)	%	Acquisition, integration, and transformation costs	457	5,824
Restructuring costs	Restructuring costs	1,500	7,530	7,530	(6,030)	(6,030)	(80)	(80)	%	Restructuring costs	3,580	411
Amortization of intangible assets	Amortization of intangible assets	94,862	72,511	72,511	22,351	22,351	31	31	%	Amortization of intangible assets	86,906	91,834
Depreciation of property and equipment	Depreciation of property and equipment	1,703	2,954	2,954	(1,251)	(1,251)	(42)	(42)	%	Depreciation of property and equipment	2,666	2,468
Total costs and expenses	Total costs and expenses	1,483,592	724,051	724,051	759,541	759,541	105	105	%	Total costs and expenses	684,909	724,963
Loss from operations	Loss from operations	(841,148)	(71,645)	(71,645)	(769,503)	(769,503)	N/M	N/M		Loss from operations	(44,401)	(64,7
Interest income	Interest income	(13,572)	(11,558)	(11,558)	(2,014)	(2,014)	17	17	%	Interest income	(15,326)	(12,606)
Interest expense	Interest expense	5,648	5,835	5,835	(187)	(187)	(3)	(3)	%	Interest expense	5,660	5,646
Other expense (income), net		563		207	356		172 %					
Other (income) expense, net		(2,239)		1,792	(4,031)		(225) %					
Loss before provision for income taxes	Loss before provision for income taxes	(833,787)	(66,129)	(66,129)	(767,658)	(767,658)	N/M	N/M		Loss before provision for income taxes	(32,496)	(59,5
Provision for income taxes	Provision for income taxes	3,884	(952)	(952)	4,836	4,836	N/M	N/M		Provision for income taxes	780	(2,4
Net loss	Net loss	$(837,671)	$	$ (65,177)	$	$(772,494)	N/M	N/M		Net loss	$ (33,276)	$
Net loss per share, basic and diluted	Net loss per share, basic and diluted	$ (4.92)	$	$ (0.40)	$	$ (4.52)	N/M	N/M		Net loss per share, basic and diluted	$ (0.19)	$
Adjusted EBITDA (1)												
Adjusted EBITDA (1)												
Adjusted EBITDA (1)		$ 89,481	$	$ 72,155	$	$ 17,326	24	24	%	$ 83,255	$	$ 88,7

(1) Non-GAAP Financial Measure
(2) N/M - not meaningful

The following table sets forth our Condensed Consolidated Statements of Operations data for the six nine months ended June 30, 2024 September 30, 2024 and 2023 and the dollar and percentage change between the respective periods (in thousands, except per share data):

Six Months Ended June 30,

		Nine Months Ended September 30,										
		2024										
		2024										
		2024		2023		Variance		%				2023
Revenue	Revenue	$1,288,575	$	$1,281,650	$	$ 6,925	1	1	%	Revenue	$ 1,929,083	$
Costs and expenses:												
Cost of revenue (exclusive of depreciation and amortization, which are shown separately below)												
Cost of revenue (exclusive of depreciation and amortization, which are shown separately below)												
Cost of revenue (exclusive of depreciation and amortization, which are shown separately below)		382,597	380,647	380,647	1,950	1,950	1	1	%		562,342	566,607
Advertising and marketing	Advertising and marketing	353,599	355,546	355,546	(1,947)	(1,947)	(1)	(1)	%	Advertising and marketing	531,061	541
Sales	Sales	104,802	108,020	108,020	(3,218)	(3,218)	(3)	(3)	%	Sales	152,267	160
Technology and development	Technology and development	158,139	174,294	174,294	(16,155)	(16,155)	(9)	(9)	%	Technology and development	230,522	258
General and administrative	General and administrative	221,249	239,986	239,986	(18,737)	(18,737)	(8)	(8)	%	General and administrative	335,494	355
Goodwill impairment	Goodwill impairment	790,000	0	0	790,000	790,000	N/M	N/M		Goodwill impairment	790,000	
Acquisition, integration, and transformation costs	Acquisition, integration, and transformation costs	830	11,024	11,024	(10,194)	(10,194)	(92)	(92)	%	Acquisition, integration, and transformation costs	1,287	16
Restructuring costs	Restructuring costs	11,173	15,632	15,632	(4,459)	(4,459)	(29)	(29)	%	Restructuring costs	14,753	16
Amortization of intangible assets	Amortization of intangible assets	189,919	139,371	139,371	50,548	50,548	36	36	%	Amortization of intangible assets	276,825	231
Depreciation of property and equipment	Depreciation of property and equipment	4,537	5,877	5,877	(1,340)	(1,340)	(23)	(23)	%	Depreciation of property and equipment	7,203	8
Total costs and expenses	Total costs and expenses	2,216,845	1,430,397	1,430,397	786,448	786,448	55	55	%	Total costs and expenses	2,901,754	2,155
Loss from operations	Loss from operations	(928,270)	(148,747)	(148,747)	(779,523)	(779,523)	N/M	N/M		Loss from operations	(972,671)	
Interest income	Interest income	(27,514)	(20,469)	(20,469)	(7,045)	(7,045)	34	34	%	Interest income	(42,840)	(33
Interest expense	Interest expense	11,297	11,098	11,098	199	199	2	2	%	Interest expense	16,957	16
Other expense (income), net		933		(4,700)		5,633		(120)	%			
Other (income) expense, net		(1,306)		(2,908)		1,602		(55)	%			
Loss before provision for income taxes	Loss before provision for income taxes	(912,986)	(134,676)	(134,676)	(778,310)	(778,310)	N/M	N/M		Loss before provision for income taxes	(945,482)	

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Provision for income taxes	Provision for income taxes	6,574	(271)	(271)	6,845	6,845	N/M	N/M	Provision for income taxes	7,354	
Net loss	Net loss	$ (919,560)	$	$ (134,405)	$	$ (785,155)	N/M	N/M	Net loss	$ (952,836)	$
Net loss per share, basic and diluted	Net loss per share, basic and diluted	$ (5.44)	$	$ (0.82)	$	$ (4.62)	N/M	N/M	Net loss per share, basic and diluted	$ (5.61)	$
Adjusted EBITDA (1)											
Adjusted EBITDA (1)											
Adjusted EBITDA (1)		$ 152,621	$	$ 124,920	$	$ 27,701	22	22 %	$ 235,876	$	$

(1) Non-GAAP Financial Measure
(2) N/M - not meaningful

The following table reconciles net loss, the most directly comparable GAAP financial measure, to Adjusted EBITDA for the three and six nine months ended June 30, 2024 September 30, 2024 and 2023 (in thousands):

	Three Months Ended June 30,				Six Months Ended June 30,				
	Three Months Ended September 30,				**Nine Months Ended September 30,**				
	2024	**2024**	**2023**	**2024**	**2023**	**2024**	**2023**	**2024**	**2023**
Net loss									
Add:									
Provision for income taxes									
Provision for income taxes									
Provision for income taxes									
Other expense (income), net									
Other (income) expense, net									
Interest expense									
Interest income									
Depreciation of property and equipment									
Amortization of intangible assets									
Restructuring costs									
Restructuring costs									
Restructuring costs									
Acquisition, integration, and transformation costs									
Goodwill impairment									
Stock-based compensation									
Adjusted EBITDA									
Teladoc Health Integrated Care									
Teladoc Health Integrated Care									
Teladoc Health Integrated Care									
BetterHelp									
Adjusted EBITDA									

Revenue. Total revenue was $642.4 million $640.5 million for the three months ended June 30, 2024 September 30, 2024, compared to $652.4 $660.2 million during the three months ended June 30, 2023 September 30, 2023, a decrease of $10.0 million $19.7 million, or 2% 3%. This decrease in revenue was driven substantially by lower revenue in our BetterHelp segment. Total access fees were $559.6 million $555.3 million for the three months ended June 30, 2024 September 30, 2024, compared to $575.7 $582.1 million for the three months ended June 30, 2023 September 30, 2023, a decrease of

$16.0 million, $26.8 million, or 3% 5%. Other revenue, which predominately includes visit fees and, to a lesser extent, revenue from the sales of our telehealth solutions for hospitals and health systems, was $82.8 million $85.2 million for the three months ended June 30, 2024 September 30, 2024, compared to $76.7 $78.2 million for the three months ended June 30, 2023 September 30, 2023, an increase of $6.1 million $7.1 million, or 8% 9%. For the three months ended June 30, 2024 September 30, 2024, 87% and 13% of our revenue was derived from access fees and other revenue, respectively, as compared to 88% and 12%, respectively, for the three months ended June 30, 2023 September 30, 2023. By geography, International revenue increased by 12% 15% to $101.6 $104.3 million while U.S. revenue decreased by 4% 6% to $540.8 million $536.2 million, each compared to the three months ended June 30, 2023 September 30, 2023.

For the six nine months ended June 30, 2024 September 30, 2024, the increase decrease of total revenue was 1%, growing to $1,288.6 million compared to $1,281.7 million from $1,941.9 million for the six nine months ended June 30, 2023 September 30, 2023 to $1,929.1 million. This growth decrease was driven substantially by the generation of additional other revenue. lower revenue in our BetterHelp segment. Revenue from access fees was $1,116.8 million $1,672.1 million for the six nine months ended June 30, 2024 September 30, 2024, compared to $1,126.5 million $1,708.6 million for the six nine months ended June 30, 2023 September 30, 2023, a decrease of $9.7 million $36.5 million, or 1% 2%. Other revenue was $171.8 million $257.0 million for the six nine months ended June 30, 2024 September 30, 2024, compared to $155.1 million $233.3 million for the six nine months ended June 30, 2023 September 30, 2023, an increase of $16.6 million $23.7 million, or 11% 10%. For the six nine months ended June 30, 2024 September 30, 2024, 87% and 13% of our revenue was derived from access fees and other revenue, respectively, as compared to 88% and 12%, respectively, for the six nine months ended June 30, 2023 September 30, 2023. By geography, International revenue increased by 12% 13% to $200.2 million $304.5 million while U.S. revenue decreased by 1% 3% to $1,088.4 million $1,624.6 million, each compared to the six nine months ended June 30, 2023 September 30, 2023.

Cost of Revenue (exclusive of depreciation and amortization, which are shown separately below). Cost of revenue was $188.1 million $179.7 million for the three months ended June 30, 2024 September 30, 2024, compared to $190.5 million $186.0 million for the three months ended June 30, 2023 September 30, 2023, a decrease of $2.5 million $6.2 million, or 1% 3%. The decrease was primarily driven by lower technology physician and product shipping costs, partially offset by higher amortization of device costs. On a year-to-date basis, cost of revenue increased decreased by $2.0 million $4.3 million, or 1%, to $382.6 million $562.3 million. The increase decrease was also primarily driven by higher lower physician and product shipping costs, associated with the growth in revenue and partially offset by higher amortization of device costs, partially offset by lower technology costs.

Advertising and Marketing Expenses. Advertising and marketing expenses were $170.3 million $177.5 million for the three months ended June 30, 2024 September 30, 2024, compared to $178.8 million $186.2 million for the three months ended June 30, 2023 September 30, 2023, a decrease of

$8.5 million, $8.7 million, or 5%. This decrease primarily reflects lower digital and media advertising cost. costs. On a year-to-date basis, advertising and marketing expenses decreased by $1.9 million $10.6 million, or 1% 2%, to $353.6 million $531.1 million. The decrease was driven mainly by lower digital and media advertising costs and lower professional fees. employee compensation costs.

Sales Expenses. Sales expenses were $50.4 million $47.5 million for the three months ended June 30, 2024 September 30, 2024, compared to $53.5 $52.3 million for the three months ended June 30, 2023 September 30, 2023, a decrease of $3.1 million $4.8 million, or 6% 9%. The decrease was primarily driven by lower employee compensation costs, partially offset by higher costs for conference and events and for professional fees. On a year-to-date basis, sales expenses decreased by $3.2 million $8.1 million, or 3% 5%, to $104.8 million $152.3 million. This reflects The decreases in both the three month and year-to-date periods reflect lower employee compensation costs, and legal fees, partially offset by higher costs for professional fees.

Technology and Development Expenses. Technology and development expenses were $76.8 million $72.4 million for the three months ended June 30, 2024 September 30, 2024, compared to $87.3 million $84.3 million for the three months ended June 30, 2023 September 30, 2023, a decrease of $10.6 $11.9 million, or 12% 14%. This decrease reflects On a year-to-date basis, technology and development expenses decreased by $28.1 million, or 11%, to $230.5 million. The decreases for both the three month and year-to-date periods reflect lower employee compensation costs and professional fees, partially offset by higher professional fees infrastructure, hosting, and higher infrastructure and hosting software license costs associated with running operations and as well as ongoing projects and services to continuously improve and optimize our products and services. On a year-to-date basis, technology and development expenses decreased by $16.2 million, or 9% to $158.1 million. The decrease was primarily driven by lower employee compensation costs and contract labor costs, partially offset by higher infrastructure, hosting and software license costs.

For the three months ended June 30, 2024 September 30, 2024 and 2023, research and development costs, which exclude amounts reflected as capitalized software development costs, were $22.2 million $22.4 million and $33.2 million, $31.8 million, respectively. For the six nine months ended June 30, 2024 September 30, 2024 and 2023, research and development costs were $47.0 million $69.5 million and $63.6 million $95.4 million, respectively.

General and Administrative Expenses. General and administrative expenses decreased $16.3 million $1.5 million, or 13% 1%, to $109.6 million $114.2 million for the three months ended June 30, 2024 September 30, 2024, compared to $125.8 million $115.7 million for the three months ended June 30, 2023 September 30, 2023. The decrease was primarily driven by lower employee compensation costs, indirect taxes, therapist onboarding costs, and indirect taxes. bad debt expense, offset by higher legal costs, professional fees, and software and infrastructure costs. On a year-to-date basis, general and administrative expenses decreased $18.7 million $20.2 million, or 8% 6%, to $221.2 million $335.5 million. The decrease was primarily driven by lower employee compensation costs, therapist onboarding costs, indirect taxes, and bad debt expenses, partially offset by higher legal costs and software and infrastructure costs.

As a result of the termination of our former CEO, we recognized approximately $6.4 million of related costs for the three and six nine months ended June 30, 2024 September 30, 2024, with $1.2 million for cash severance costs and $5.2 million for stock-based compensation.

Goodwill Impairment. As discussed earlier under the section "Critical Accounting Estimates and Policies: Goodwill Impairment Charge," we recorded a non-cash goodwill impairment charge of $790.0 million for the three and six nine months ended September 30, 2024 resulting from the June 30, 2024, following the interim goodwill impairment testing performed. The non-cash charge had no impact on the provision for income taxes.

Acquisition, Integration, and Transformation Costs. Acquisition, integration, and transformation costs primarily consisted of costs to integrate and upgrade our Customer Relationship Management and Enterprise Resource Planning ecosystem and were $0.5 million and $5.1 million $5.8 million for the three months ended June 30, 2024 September 30, 2024 and 2023 respectively, and were $0.8 million $1.3 million and $11.0 million $16.8 million for the six nine months ended June 30, 2024 September 30, 2024 and 2023, respectively.

Restructuring Costs. Restructuring costs for the three months ended June 30, 2024 September 30, 2024 were $1.5 million $3.6 million, of which $1.3 million $2.3 million was for employee transition, severance, employee benefits, and related costs and $0.1 million $1.3 million was for other restructuring related costs. to costs associated with office space reductions, including $1.0 million of right-of-use asset impairment charges. Restructuring costs for the six nine months ended June 30, 2024 September 30, 2024, were $11.2 million which primarily consisted $14.8 million, with $10.7 million of employee transition, severance, employee benefits, and related costs, $1.3 million of costs associated with office space reductions, including $1.0 million of right-of-use asset impairment charges, and $2.8 million of other restructuring related costs. For

Restructuring costs for the three and six months ended June 30, 2023 September 30, 2023 were $0.4 million, of which $0.2 million was for employee transition, severance, employee benefits, and related costs and $0.2 million was related to costs associated with office space reductions. During the nine months ended September 30, 2023, the Company recorded $16.0 million of restructuring costs, were $7.5 million of which $7.9 million was for employee transition, severance, employee benefits, and $15.6 million respectively, related costs and also consisted of charges $8.1 million was related to the reduction of costs associated with office space and severance. reductions, including $4.9 million of right-of-use asset impairment charges.

Amortization of Intangible Assets.

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

Three Months Ended June 30,

Three Months Ended September 30,

2024

2024

		2024		2023	%		2024		2023	%			2023		[illegible]
Amortization of acquired intangibles	Amortization of acquired intangibles	$64,102	$	$52,762	21%	21%	$ 128,283	$	$ 103,021	25%	25%	Amortization of acquired intangibles	$ 51,089	$	$69,
Amortization of capitalized software development costs	Amortization of capitalized software development costs	30,760	19,749	19,749	56%	56%	61,636	36,350	36,350	70%	70%	Amortization of capitalized software development costs	35,817	22,645	
Amortization of intangible assets expense	Amortization of intangible assets expense	$94,862	$	$72,511	31%	31%	$ 189,919	$	$ 139,371	36%	36%	Amortization of intangible assets expense	$ 86,906	$	$91,

Amortization of intangible assets was $94.9 million for the three months ended June 30, 2024, compared to $72.5 million for the three months ended June 30, 2023, an increase of $22.4 million, or 31%. Amortization of intangible assets was $189.9 million for the six months ended June 30, 2024, compared to $139.4 million for the six months ended June 30, 2023, an increase of $50.5 million, or 36%. The higher expense was driven by higher amortization of intangible assets due to the acceleration of amortization associated with the Livongo trademark as well as an increase in the amortization of capitalized software development costs related to our investment in platforms. 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 in the year ended December 31, 2023 and in continuing through the year ending December 31, 2024 six months ended June 30, 2024, with corresponding reductions thereafter. The change in accounting estimate resulted in additional amortization

Amortization of intangible expense for acquired intangibles of $18.6 million, or $0.11 per basic and diluted share, assets was $86.9 million for the three months ended June 30, 2024 and $37.2 million September 30, 2024, compared to
$91.8 million for the three months ended September 30, 2023, a decrease of $4.9 million, or $0.22 per basic and diluted share, 5%. The decrease was primarily driven by the lower amortization associated with the Livongo trademark, partially offset by an increase in the amortization of capitalized software development costs related to our investment in platforms.

Amortization of intangible assets was $276.8 million for the six nine months ended June 30, 2024 September 30, 2024, compared to $231.2 million for the nine months ended September 30, 2023, an increase of $45.6 million, or 20%. The higher expense was driven by higher amortization of intangible assets due to the acceleration of amortization associated with the Livongo trademark as well as an increase in the amortization of capitalized software development costs related to our investment in platforms.

Depreciation of Property and Equipment. Depreciation of property and equipment was $1.7 million $2.7 million for the three months ended June 30, 2024 September 30, 2024, compared to $3.0 million $2.5 million for the three months ended June 30, 2023 September 30, 2023, a decrease an increase of $1.3 million $0.2 million, or 42% 8%. On a year-to-date basis, depreciation of property and equipment was $4.5 million $7.2 million for the six nine months ended June 30, 2024 September 30, 2024, compared to $5.9 million $8.3 million for the six nine months ended June 30, 2023 September 30, 2023, a decrease of $1.3 million $1.1 million, or 23% 14%

Interest Income. Interest income consisted of interest earned on cash and cash equivalents. Interest income was $13.6 million $15.3 million for the three months ended June 30, 2024 September 30, 2024, compared to $11.6 million $12.6 million for the three months ended June 30, 2023 September 30, 2023. Interest income was $27.5 million $42.8 million for the six nine months ended June 30, 2024 September 30, 2024 compared to $20.5 million $33.1 million for the six nine months ended June 30, 2023 September 30, 2023. The increase for both periods was primarily driven by higher interest rate yieldsand an increase in cash and cash equivalent balances.

Interest Expense. Interest expense consisted of interest costs and the amortization of debt discounts primarily associated with the convertible senior notes. Interest expense was $5.7 million for the three months ended September 30, 2024, compared to $5.6 million for the three months ended June 30, 2024, compared to $5.8 million for the three months ended June 30, 2023 September 30, 2023. Interest expense was $11.3 million $17.0 million and $11.1 million $16.7 million for the six nine months ended June 30, 2024 September 30, 2024 and 2023, respectively.

Other (Income) Expense, (Income), net. Other (income) expense, (income), net was an expense income of $0.6 million $2.2 million for the three months ended June 30, 2024 September 30, 2024, compared to an expense of $0.2 million $1.8 million for the three months ended June 30, 2023 September 30, 2023, primarily reflecting losses on the impact of foreign currency exchange rate fluctuations. Other (income) expense, (income), net was an expense income of
$0.9 million $1.3 million for the six nine months ended June 30, 2024 September 30, 2024, compared to an income of $4.7 million $2.9 million for the six nine months ended June 30, 2023 September 30, 2023, primarily reflecting losses gains on foreign currency exchange rate fluctuations in 2024 for the nine months ended September 30, 2024 and a gain on the partial sale of a business, in 2023. partially offset by losses on foreign currency exchange rate fluctuations for the nine months ended September 30, 2023.

Provision for Income Taxes. We recorded an income tax expense of $3.9 million $0.8 million for the three months ended June 30, 2024 September 30, 2024, compared to $1.0 million $2.5 million income tax benefit for the three months ended June 30, 2023 September 30, 2023, and an

income tax expense of $6.6 million $7.4 million for the six nine months ended June 30, 2024 September 30, 2024, compared to $0.3 million $2.8 million income tax benefit for the six nine months ended June 30, 2023 September 30, 2023.

Segment Information

The following tables set forth the results of operations for the relevant segments by segment for the three and six nine months ended June 30, 2024 September 30, 2024 and 2023 (dollars in thousands):

Three Months Ended June 30,

Three Months Ended September 30,

Teladoc Health Integrated Care

Teladoc Health Integrated Care

Teladoc Health Integrated Care		**2024**	**2023**	**Variance**	**%**		**2024**	**2023**	**Variance**	**%**
Revenue	Revenue	$ 377,421	$ 360,050	$ 17,371	5 %	Revenue	$ 383,666	$ 374,416	$ 9,250	2 %
Adjusted EBITDA	Adjusted EBITDA	$ 64,028	$ 37,968	$ 26,060	69 %	Adjusted EBITDA	$ 68,039	$ 62,805	$ 5,234	8 %
Adjusted EBITDA Margin %										

Six Months Ended June 30,

Nine Months Ended September 30,

Teladoc Health Integrated Care

Teladoc Health Integrated Care

Teladoc Health Integrated Care		**2024**	**2023**	**Variance**	**%**		**2024**	**2023**	**Variance**	**%**
Revenue	Revenue	$ 754,532	$ 710,022	$ 44,510	6 %	Revenue	$ 1,138,198	$ 1,084,438	$ 53,760	5 %
Adjusted EBITDA	Adjusted EBITDA	$ 111,702	$ 73,095	$ 38,607	53 %	Adjusted EBITDA	$ 179,741	$ 135,900	$ 43,841	32 %
Adjusted EBITDA Margin %										

Integrated Care total revenues increased by $17.4 million $9.3 million, or 5% 2%, to $377.4 million $383.7 million for the three months ended June 30, 2024 September 30, 2024, primarily on higher chronic care results and reflecting higher visit revenue in the U.S., as well as strong growth internationally. For the six nine months ended June 30, 2024 September 30, 2024, Integrated Care total revenues increased by $44.5 million $53.8 million, or 6% 5%, to $754.5 million $1,138.2 million, primarily on higher chronic care results and higher visit revenue in the U.S., as well as strong growth internationally.

Integrated Care Adjusted EBITDA increased by $26.1 million $5.2 million, or 69% 8%, to $64.0 million $68.0 million for the three months ended June 30, 2024 September 30, 2024, primarily reflecting higher gross profit and lower other operating expenses. For the six nine months ended June 30, 2024 September 30, 2024, Integrated Care Adjusted EBITDA increased by $38.6 million $43.8 million, or 53% 32%, to $111.7 million $179.7 million, primarily reflecting higher gross profit and lower other operating expenses.

Three Months Ended June 30,

Three Months Ended September 30,

BetterHelp

BetterHelp

BetterHelp		**2024**	**2023**	**Variance**	**%**		**2024**	**2023**	**Variance**	**%**
Therapy Services	Therapy Services	$259,073 $	$288,288 $	$(29,215)	(10)%	Therapy Services	$ 250,588	$281,204	$(30,616)	(11)%
Other Wellness Services	Other Wellness Services	5,950 4,068	4,068 1,882	1,882	46 %	Other Wellness Services	6,254	4,618	1,636	35 %
Total Revenue	Total Revenue	$265,023 $	$292,356 $	$(27,333)	(9)%	Total Revenue	$ 256,842	$285,822	$(28,980)	(10)%
Adjusted EBITDA	Adjusted EBITDA	$ 25,453 $	$ 34,187 $	$ (8,734)	(26)%	Adjusted EBITDA	$ 15,216	$ 25,952	$(10,736)	(41)%
Adjusted EBITDA Margin %										

Six Months Ended June 30,

Nine Months Ended September 30,

BetterHelp

BetterHelp

BetterHelp		**2024**	**2023**	**Variance**	**%**		**2024**	**2023**	**Variance**	**%**
Therapy Services	Therapy Services	$522,785 $	$564,216 $	$(41,431)	(7)%	Therapy Services	$ 773,373	$ 845,420	$ (72,047)	(9)%
Other Wellness Services	Other Wellness Services	11,258 7,412	7,412 3,846	3,846	52 %	Other Wellness Services	17,512	12,030	5,482	46 %
Total Revenue	Total Revenue	$534,043 $	$571,628 $	$(37,585)	(7)%	Total Revenue	$ 790,885	$ 857,450	$ (66,565)	(8)%
Adjusted EBITDA	Adjusted EBITDA	$ 40,919 $	$ 51,825 $	$(10,906)	(21)%	Adjusted EBITDA	$ 56,135	$ 77,777	$ (21,642)	(28)%
Adjusted EBITDA Margin %										

BetterHelp total revenues decreased by $27.3 million $29.0 million, or 9% 10%, to $265.0 million $256.8 million for the three months ended June 30, 2024 September 30, 2024, primarily driven by a 14% 13% decrease in average monthly paying users. BetterHelp total revenues decreased by $37.6 million $66.6 million, or 7% 8%, to $534.0 million $790.9 million for the six nine months ended June 30, 2024 September 30, 2024, primarily driven by a 13% decrease in average monthly paying users.

BetterHelp Adjusted EBITDA decreased by $8.7 million $10.7 million, or 26% 41%, to $25.5 million $15.2 million for the three months ended June 30, 2024 September 30, 2024, primarily reflecting the impact of revenues declining more than expenses. BetterHelp Adjusted EBITDA decreased by $10.9 million $21.6 million, or 21% 28%, to $40.9 million $56.1 million for the six nine months ended June 30, 2024 September 30, 2024, again primarily reflecting the impact of revenues declining more than expenses.

Liquidity and Capital Resources

The following table presents a summary of our cash flow activity for the six nine months ended June 30, 2024 September 30, 2024 and 2023 (in thousands):

		Six Months Ended June 30,			Nine Months Ended September 30,	
Consolidated Statements of Cash Flows - Summary	**Consolidated Statements of Cash Flows - Summary**	**2024**	**2023**	**Consolidated Statements of Cash Flows - Summary**	**2024**	**2023**
Net cash provided by operating activities						
Net cash used in investing activities						
Net cash provided by financing activities						
Effect of foreign currency exchange rate changes						
Total increase in cash and cash equivalents						

Our principal source of liquidity is our cash and cash equivalents, totaling $1,162.4 million $1,243.9 million as of June 30, 2024 September 30, 2024. During 2023, we experienced positive operating cash flow and we anticipate continuing positive operating cash flow results for 2024.

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 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.

At September 30, 2024, we had outstanding convertible notes for an aggregate principal amount of $550.7 million due within the next 12 months. See Note 9. “Convertible Senior Notes” to the condensed consolidated financial statements for additional information on our convertible senior notes.

We were in compliance with all debt covenants at June 30, 2024 September 30, 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 June 30, 2024 September 30, 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. Net cash provided by operating activities was $97.6 million $207.8 million for the six nine months ended June 30, 2024 September 30, 2024 compared to net cash provided by operating activities of $114.3 million $219.9 million for the six nine months ended June 30, 2023 September 30, 2023. The year-over-year change was primarily driven by higher incentive compensation payments, partially offset by growth in the business. payments.

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 $63.3 million $94.4 million for the six nine months ended June 30, 2024 September 30, 2024, and $82.2 $119.8 million for the six nine months ended June 30, 2023 September 30, 2023. Amounts for both periods relate to payments for capitalized software development costs associated with ongoing projects to continuously improve and optimize our products and services.

Cash from Financing Activities

Cash provided by financing activities for the six nine months ended June 30, 2024 September 30, 2024 was $5.6 million $6.3 million and $7.6 $12.6 million for the six nine months ended June 30, 2023 September 30, 2023, primarily reflecting lower proceeds from the employee stock purchase plan.

Free Cash Flow

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

	Six Months Ended June 30,				Nine Months Ended September 30,		
	2024		2024	2023		2024	2023
Net cash provided by operating activities							
Capital expenditures							
Capitalized software development costs							
Free Cash Flow							

Free cash flow was $34.3 million $113.4 million for the six nine months ended June 30, 2024 September 30, 2024, compared to $32.1 million $100.1 million for the six nine months ended June 30, 2023 September 30, 2023. The year-over-year change was driven by decreases in payments for capitalized expenditures and capitalized software development costs, as well as growth in the business, offset by higher incentive compensation payments.

Item 3. 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 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 utilized hedging strategies with respect to our foreign currency exchange exposure as we believe it is not expected to have a material impact on our condensed consolidated financial statements.

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 single Client represented over 10% of consolidated revenues for the three or six nine months ended June 30, 2024 September 30, 2024 or 2023. For the Integrated Care Segment, segment, a significant portion of our revenue is derived from large enterprises,

mainly health plans. For the six nine months ended June 30, 2024 September 30, 2024, revenue from the five largest customers accounted for 31% of total Integrated Care segment revenue. 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 4. Controls and Procedures

Management's Report on Internal Control over Financial Reporting

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 Quarterly Report on Form 10-Q, the effectiveness of our disclosure controls and procedures (as defined in Rules 13a-15(e) and 15d-15(e) under the Securities Exchange Act of 1934, as amended (the

“Exchange Act”)). Based on that evaluation, our Chief Executive Officer and Chief Financial Officer concluded that as of June 30, 2024 September 30, 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 June 30, 2024 September 30, 2024 that have materially affected, or are reasonably likely to materially affect, our internal control over financial reporting.

PART II - OTHER INFORMATION

Item 1. 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 Note 14. “Commitments and Contingencies,” to our condensed consolidated financial statements included in this Quarterly Report on Form 10-Q and are incorporated by reference herein.

Item 1A. Risk Factors

For a discussion of potential risks and uncertainties related to our Company see the information in Part I, Item 1A of our Annual Report on Form 10-K for the year ended December 31, 2023. There have been no material changes to the risk factors previously disclosed in our Annual Report on Form 10-K for the year ended December 31, 2023.

In addition to the other information set forth in this Quarterly Report on Form 10-Q, you should carefully consider the factors discussed in the “Special Note Regarding Forward-Looking Statements” section in Part I, Item 2, of this Quarterly Report on Form 10-Q.

Item 5. Other Information

During the three months ended June 30, 2024 September 30, 2024, the following officers officer (as defined in Rule 16a-1(f) of the Securities Exchange Act of 1934) terminated and/or adopted a Rule 10b5-1 trading arrangement (as defined in Item 408 of Regulation S-K of the Securities Act of 1933), each of which was intended to satisfy the affirmative defense of Rule10b5-1(c):

On April 30, 2024 September 13, 2024, Stephany Verstraete, Michael Waters, our Chief Marketing Operating Officer, adopted a Rule 10b5-1 trading plan. Ms. Verstraete's trading plan provides for the sale of up to 174,212 shares of our common stock through January 2025.

On June 3, 2024, Andrew Turitz, our Executive Vice President of Corporate Development, terminated his Rule 10b5-1 trading plan that was adopted on November 27, 2023. Separately, on June 4, 2024, Mr. Turitz adopted a new Rule 10b5-1 trading plan that provides for the sale of up to 188,271 105,703 shares of our common stock through June December 2025.

Item 6. Exhibits

Exhibit Index

Exhibit Number	Exhibit Description	Incorporated by Reference: Form	File No.	Exhibit	Filing Date	Filed Herewith
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	
10.1	Offer Letter, dated as of June 5, 2024, by and between Teladoc Health, Inc. and Charles Divita.	8-K	001-37477	10.1	6/10/24	
10.2	Employment Agreement, dated as of June 10, 2024, by and between Teladoc Health, Inc. and Charles Divita.	8-K	001-37477	10.2	6/10/24	

10.3	[Chief Executive Officer Restricted Stock Unit Agreement under the Teladoc Health, Inc. 2023 Employment Inducement Incentive Award Plan.]	*
10.4	[Form of Chief Executive Officer Performance Restricted Stock Unit Agreement under the Teladoc Health, Inc. 2023 Employment Inducement Incentive Award Plan.]	*

Exhibit Number	Exhibit Description	Incorporated by Reference Form	File No.	Exhibit	Filing Date	Filed Herewith
10.5						
10.5						
10.5						
3.1						
3.1						
3.1						
10.6						
3.2						
10.6						
3.2						
10.6						
3.2						
10.7						
10.1						
10.7						
10.1						
10.7						
10.8						
10.8						
10.8						
10.9						
10.9						
10.9						
10.10						
10.10						
10.10						
10.1	Release and Separation Agreement, dated as of September 27, 2024, by and between Teladoc Health, Inc. and Michael Waters.					*
31.1						
31.1						
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.					*
	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						
31.2						

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.	*	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				
32.1				
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.	**	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				
32.2				
32.2	Chief Financial 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.	**	Chief Financial 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.	**
101.INS				
101.INS				
101.INS	XBRL Instance Document - the instance document does not appear in the Interactive Data File because its XBRL tags are embedded within the Inline XBRL document.	*	XBRL Instance Document - the instance document does not appear in the Interactive Data File because its XBRL tags are embedded within the Inline XBRL document.	*
101.SCH				
101.SCH				
101.SCH	XBRL Taxonomy Extension Schema Document.	*	XBRL Taxonomy Extension Schema Document.	*
101.CAL				
101.CAL				
101.CAL	XBRL Taxonomy Calculation Linkbase Document.	*	XBRL Taxonomy Calculation Linkbase Document.	*
101.DEF				
101.DEF				
101.DEF	XBRL Definition Linkbase Document.	*	XBRL Definition Linkbase Document.	*
101.LAB				
101.LAB				
101.LAB	XBRL Taxonomy Label Linkbase Document.	*		
101.PRE				
101.PRE				
101.PRE	XBRL Taxonomy Presentation 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	

* Filed herewith.
** Furnished herewith.

Signatures

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

	TELADOC HEALTH, INC.	
Date: August 1, 2024 October 31, 2024	By:	/s/ CHARLES DIVITA, III
	Name:	Charles Divita, III
	Title:	Chief Executive Officer
Date: August 1, 2024 October 31, 2024	By:	/s/ MALA MURTHY
	Name:	Mala Murthy
	Title:	Chief Financial Officer

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Exhibit 10.3 10.1

TELADOC HEALTH, INC.
2023 EMPLOYMENT INDUCEMENT INCENTIVE AWARD PLAN

September 27, 2024

Michael Waters
Via e-mail

RESTRICTED STOCK UNIT GRANT NOTICE Dear Michael:

Capitalized This letter agreement, (together with the attachments, the "**Agreement**"), reflects our mutual understanding with respect to your future services and expected separation from Teladoc Health, Inc., a Delaware corporation (the "**Company**" or "**we**") and sets forth the payments and benefits that you will be eligible to receive under this Agreement.

1. *Separation*. As of the date hereof, we hereby acknowledge your intent to resign on the close of business on December 31, 2024 (the "**Separation Date**"), with great thanks for your valuable contributions to the Company to date. You and the Company agree that you intend to continue to be employed and will provide agreed upon reasonable transition services to the Company through the Separation Date (the "**Transition Period**"). During the Transition Period, you may engage in outside business activities with non-competitive entities so long as they do not materially interfere with the performance of your duties or pose a conflict of interest; *provided* that for so long as you remain employed by the Company you shall be subject to the Company's Code of Business Conduct and Ethics, Related-Party Transaction Policy and other relevant policies, as reasonably administered by the Company in a manner consistent with past practice, and *provided, further* that during the Transition Period, the Company shall not object to you joining the board of any portfolio company of Morningside Technology Advisory, LLC. On the Separation Date, your employment with the Company will terminate in all capacities and you will cease to serve the Company as its Chief Operating Officer. You and the Company will mutually agree on all internal and external announcements regarding your departure.

2. *Base Salary and Benefits Through and After the Separation Date*.

    a. Through the Transition Period you will continue to receive your current annual salary on the Company's regular payroll days and participate in the Company's benefits at your current level of coverage and continue to vest in your equity grants pursuant to the terms of the applicable award agreements. For the avoidance of doubt and notwithstanding anything to the contrary contained in this Agreement, if the Company terminates your employment prior to December 31, 2024 (other than due to a material breach of this Agreement which has not specifically been cured within 10 business days of written notice from the Company to you detailing the breach), the Company shall continue to pay you all compensation and benefits under this Agreement (including under this Section 2(a), 2(b), 3 and 4) as if your employment ended December 31, 2024. For the avoidance of doubt, during the Transition Period, nothing herein shall operate to prohibit you from receiving any severance benefits you are entitled to under the Teladoc Health, Inc. Level 14 Severance Plan (the "**Severance Plan**"), as amended by the relevant provisions of your Employment Agreement (as defined below), in the context of a

Change of Control (as such term is defined in the Severance Plan) or other corporate transaction.

b. Subject to your continued employment, consistent with the terms of this Restricted Stock Unit Grant Notice Agreement, through the Separation Date, for a period of nine (9) months following the Separation Date: (a) you will be entitled to receive continued base salary at your current annual salary rate, paid in accordance with the Company's payroll practices in the ordinary course and (b) the Company shall pay the COBRA premiums necessary to continue your and your covered dependents' health insurance coverage in effect as of the Separation Date, *provided* that you timely elect continued coverage under COBRA for you or yourself and your covered dependents under the Company's group health (medical, dental or vision) plans following the Separation Date, .

3. *2024 Bonus*. Subject to your continued employment, consistent with the terms of this Agreement, through the Separation Date, you will be entitled to receive your annual cash incentive bonus for the performance year ending December 31, 2024 (the "**Grant Notice Bonus**"), based on actual performance as determined by the Board of Directors of the Company (the "**Board**") or its designee, paid in cash within ten (10) days of the Company's reasonable ability to determine it, in no event later than March 15, 2025.

4. *Treatment of Equity*.

a. You acknowledge that you will not be eligible to receive additional Company equity grants in 2024 or subsequent years.

b. Provided that (i) you remain an employee of the Company through the Separation Date (except as set forth above in Section 2(a) in which event you remain entitled to these payments and benefits set forth in this Section 4(b)), (ii) you execute the General Release Agreement set forth as Appendix A hereto (the "**General Release**") within 21 days hereof, and you do not revoke the General Release within seven days of execution, and (iii) you execute the Reaffirmation Page set forth as Appendix B hereto (the "**Reaffirmation Page**") on or within 21 days after the Separation Date, all unvested equity or equity-based awards granted to you under any equity compensation plans of the Company that were scheduled to vest within nine (9) months after the Separation Date will immediately become vested as to time, with any such awards that are subject to performance-based vesting conditions remaining eligible to vest to the extent such performance conditions are satisfied during that 9-month period (the "**Equity Vesting Acceleration Benefit**"); *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 the Company's other senior executives in the context of a Change of Control (as such term is defined in the applicable award agreement) or other corporate transaction. You acknowledge and agree that the list of your outstanding equity grants that are eligible for

vesting following the Separation Date (subject to performance conditions if applicable) is set forth on Schedule I. Except as provided in this paragraph, all unvested equity grants will be forfeited as of the Separation Date. Notwithstanding anything herein to the contrary, all equity grants (whether currently vested or that will become vested as outlined in this paragraph) shall be governed by the relevant terms of the award agreements and the equity incentive plan or plans under which such grants were issued, except as necessary to take into account modifications made by this paragraph.

You hereby acknowledge that under the original terms of the applicable award agreements, you would not be entitled to such equity acceleration and that such benefits are in consideration for and conditioned upon your compliance in all material respects with the provisions of Sections 7, 9, 10, 11 and 12 of this Agreement.

5. *Forfeiture.* In the event of your material breach of the provisions of Sections 7, 9, 10, 11 and/or 12 of this Agreement at any time, you will forfeit all remaining amounts owed to you under Sections 2(b), 3 (the "**Forfeiture Penalty**"); provided, however, that the Forfeiture Penalty shall not be the exclusive remedy for any and all material breaches by you of Sections 7, 9, 10, 11 and/or 12.

6. *Additional Benefits; Release; Reaffirmation Page*. You acknowledge and agree that certain payments and benefits described herein are in excess of the total payments and benefits that you would otherwise be eligible to receive upon your termination of employment, absent this Agreement. In order to induce the Company to enter into this Agreement to provide you these additional benefits, you will (a) sign the General Release as set forth as Appendix A hereto, within 21 days of receipt, (b) not revoke such General Release within the seven-day period as set forth in the General Release and (c) on the Separation Date, or within 21 days thereafter, sign the Reaffirmation Page as set forth as Appendix B hereto and not timely revoke the Reaffirmation Page within the seven-day period as set forth in the General Release. In addition to your execution and non-revocation of the General Release and Reaffirmation Page, as applicable, your continuing entitlement to the payments and benefits described in this Agreement is subject to your continuing compliance in all material respects with the provisions of Sections 7, 9, 10, 11 and 12 of this Agreement as set forth in Section 5 above. You hereby acknowledge that, except as otherwise specifically provided in this Agreement, you will not be entitled to any cash or non-cash consideration or other benefits of any kind from the Company, including any payments or benefits to which you may have been entitled under any of the Company's equity compensation plans and related award agreements or any other agreement with the Company or any severance plan, policy or agreement of the Company. The Company also agrees that it shall timely execute and deliver the Release and the Reaffirmation Page within the same deadlines applicable to you.

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7. *Confidential Information; Assignment of Inventions*.

   a. You understand and agree that you remain subject to the covenants set forth in Sections 9 and 10 of the Executive Employment Agreement between you and the Company, dated as of July 15, 2022 (the "**Employment Agreement**") and the Confidentiality Agreement by and between the Company and you, dated as of June 16, 2022 (the "**Confidentiality Agreement**").

8. *Employee Protections*.

   a. Notwithstanding anything to the contrary contained herein or in any other confidentiality provision or agreement to which you may become subject to as a result of your employment with the Company, nothing in this Agreement or otherwise limits your ability to communicate directly with and provide information, including documents, not otherwise protected from disclosure by any applicable law or privilege to the Securities and Exchange Commission (the "**SEC**") or any other federal, state or local governmental agency or commission (each, a "**Government Agency**") regarding possible legal violations, without disclosure to the Company. The Company may not retaliate against you for any of the foregoing activities, and nothing in this Agreement requires you to waive any monetary award or other payment that you might become entitled to from the SEC or any other Government Agency. Nothing in this agreement precludes you from filing a charge of discrimination with the Equal Employment Opportunity Commission or a like charge or complaint with a state or local fair employment practice agency; *provided*, *however*, once this Agreement becomes effective, you will not be entitled to receive a monetary award or any other form of personal relief from the Company in connection with any such charge or complaint that you file or is filed on your behalf. Notwithstanding anything to the contrary herein, the Company nonetheless asserts and does not waive its attorney-client privilege over any information appropriately protected by the privilege.

   b. Pursuant to the Defend Trade Secrets Act of 2016, you will not have criminal or civil liability under any federal or state trade secret law for the disclosure of a trade secret that (i) is made (A) in confidence to a federal, state, or local government official, either directly or indirectly, or to an attorney and (B) solely for the purpose of reporting or investigating a suspected violation of law; or (ii) is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal. In addition and without limiting the preceding sentence, if you file a lawsuit for retaliation by the Company for reporting a suspected violation of law, you may disclose the trade secret to your attorney and may use the trade secret information in the court proceeding, if you (x) file any document containing the trade secret under seal and (y) do not disclose the trade secret, except pursuant to court order. Further, in the event that disclosure of Confidential Information was not done in good faith pursuant to the above, you

may be subject to substantial damages, including punitive damages and attorneys' fees.

9. *Mutual Non-Disparagement*. You and the Company acknowledge and agree that the non-disparagement provision set forth in Section 11 of your Employment Agreement shall remain in full force and effect pursuant to the applicable terms of such provision following the Separation Date. Likewise, the Company shall not at any time, and shall instruct all employees at the salary grade level 13 and above to not, in any way, undertake to disparage, demean, or cast in a false, misleading or negative light, you, or in any other way publish negative statements about you or exhibit an attitude of hostility toward you. This provision shall not preclude either party (or the applicable employee) from (i) providing truthful testimony in response to legal process and (ii) correcting false or misleading statements made about you by the Company or any of its officers or directors on one hand, or correcting false or misleading statements made by you about the Company or any of its subsidiaries and their respective directors, officers and executives on the other.

10. *Non-Competition*. Provided that the Company complies with its obligations in this Agreement, you agree that during the period between the date of this Agreement and nine (9) months following the Separation Date (the "**Restricted Period**"), you will not, without the prior written consent of the Board, directly or indirectly, and whether as a principal, investor, employee, officer, director, manager, partner, consultant, agent or otherwise, alone or in association with any other person, firm, corporation or other business organization, carry on, own, manage, operate, participate in or be employed or engaged by, a Competing Business (as defined below) in any jurisdiction in which the Company is then engaged, or at any time during such period becomes or became engaged; *provided, however*, that nothing herein will limit your right to (a) be employed or engaged by a separate division or operating unit (a "**Division**") of a multi-divisional business or enterprise that had at least $100 million in revenue for the last completed fiscal year (such business or enterprise, a "**Permitted Enterprise**") if (x) the Division in which you are employed or engaged does not design, develop, distribute, support, market, consult on, license, or sell products or services in the Competing Business, (y) you do not provide services, directly or indirectly, to any other division or operating unit of such Permitted Enterprise that designs, develops, distributes, supports, markets, consults on, licenses, or sells products or services in the Competing Business (such division or operating unit, a "**Competitive Division**") and (z) the Competitive Divisions of the Permitted Enterprise, in the aggregate, accounted for less than 20% of the Permitted Enterprise's consolidated revenues for the last completed fiscal year, and each subsequent quarterly period, prior to your employment or engagement by the Division; (b) have beneficial ownership in, or become employed or engaged by, a private debt, venture capital or private equity investment fund that invests in any portfolio company that engages in a Competing Business so long as you do not have the meanings given ability to them control or exercise any managerial influence over such portfolio company that engages in a Competing Business; (c) own not more than 1% of the debt or equity securities of any business organization that is then filing reports with the Securities and Exchange

Commission pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934, as amended, (d) look for employment or other engagement or (e) enter into any employment or similar agreement; *provided* that your employment or other engagement in a Competing Business does not commence during the Restricted Period. For purposes of this Agreement, "**Competing Business**" means any business that is operating in digital health that provides any of the following products or services: (i) virtual urgent or primary care; (ii) virtual behavioral health; (iii) platforms or networked devices for hospital and health systems to provide virtual care; or (iv) chronic condition management. Notwithstanding the foregoing, nothing herein shall prohibit you from acting as a board member or non-employee paid advisor, during the Restricted Period, to a digital health company that had no greater than $250 million in revenue for the last completed fiscal year, *provided* that you comply with your obligations under Sections 7, 11 and 12 hereunder, which for the avoidance of doubt shall include the covenants set forth in Sections 9 and 10 of the Employment Agreement and the Confidentiality Agreement, *provided, further* that you may acquire equity in any such company that you act as a board member or non-employee paid advisor to, pursuant to this sentence.

11. *Non-Solicit*. You agree that during the between the date of this Agreement and nine (9) months following the Separation Date (the "**Non-Solicit Period**"), you will not directly or indirectly solicit, induce, or encourage any management-level employee of the Company to terminate his or her employment, consulting or other provision of services to the Company. For purposes of this Agreement, "management-level employee" means any employee designated as Vice President and above.

12. *Non-Inducement and Non-Interference*. You agree that during the Non-Solicit Period, you will not knowingly and intentionally induce or attempt to induce any customer, client, supplier, licensee or other business relationship of the Company to cease doing or reduce their business with the Company.

13. *Termination.* Upon the termination of your employment for any reason, the Company shall pay to you (i) all earned but unpaid base salary through such date of termination; (ii) all accrued but unused vacation as of such date of termination; (iii) reimbursement for all business expenses that you incurred during your employment with the Company in accordance with the Company's expense reimbursement policy; and (iv) any vested employee benefits in accordance with the terms and conditions with the applicable Company benefit plan or arrangement.

14. *Indemnification Agreement*. The Company shall comply with the terms of the Indemnification Agreement, dated July 25, 2022, between the Company and you (the "**Indemnification Agreement**"), which shall remain in full force and effect following the execution of this Agreement and shall survive the termination of your employment for any reason.

15. *Governing Law; Jurisdiction and Venue*. This Agreement, for all purposes, will be construed in accordance with the laws of New York without regard to conflicts-of-law principles. Any action or proceeding by either you or the Company to enforce this

Agreement will be brought only in any state or federal court located in the 2023 Employment Inducement Incentive Award Plan State of New York, County of Westchester. You and the Company hereby irrevocably submit to the exclusive jurisdiction of such courts and waive the defense of inconvenient forum to the maintenance of any such action or proceeding in such venue.

16. *Notices*. All notices, requests and other communications under this Agreement, the General Release and the Reaffirmation Page will be in writing (including facsimile, Adobe Sign or similar writing) to the applicable address (or to such other address as to which notice is given in accordance with this Section 16).

If to you: Michael Waters
[____________]

With a copy to: Becker, Glynn, Muffly, Chassin & Holinski LLP
299 Park Avenue
New York, NY 10171
Attn: Bonnie Klugman
Email: BKlugman@beckerglynn.com

If to the Company: Teladoc Health, Inc.
2 Manhattanville Road, Suite 203
Purchase, NY 10577
Attn: Adam Vandervoort

Each such notice, request or other communication will be effective only when received by the receiving party; provided, however, that the Company's obligation to copy your counsel on any notice below shall not qualify as formal notice hereunder.

17. *Transferability*.

a. This Agreement will be binding upon and inure to the benefit of you and the Company and their respective successors, heirs (in your case) and permitted assigns.

b. No rights or obligations of the Company under this Agreement may be assigned or transferred by it except that such rights and obligations will be automatically assigned or transferred pursuant to a merger, amalgamation, consolidation or other combination in which the Company is not the continuing or resulting entity, or a sale or liquidation of all or substantially all of the Company's business and assets; *provided* that the assignee or transferee is the successor to all or substantially all of the business and assets of the Company and expressly assumes the obligations hereunder.

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c. None of your rights or obligations under this Agreement may be assigned or transferred by you other than your rights to compensation and benefits, which may be transferred only by will or by operation of law.

d. You will be entitled, to the extent permitted under applicable law and applicable plans or programs of the Company, to select and change a beneficiary or beneficiaries to receive any compensation or benefit hereunder following your death by giving written notice thereof to the Company. In the event of your death or a judicial determination of your incompetence, references in this Agreement to you will be deemed, where appropriate, to refer to your beneficiary, estate, executor or other legal representative. For the avoidance of doubt, your heirs will receive the payments and benefits set forth in Section 2(b), 3 and 4 in the event of your death.

18. *Counterparts*. This Agreement may be executed in counterparts. Signatures delivered by facsimile (including, without limitation, by "pdf") will be effective for all purposes.

19. *Entire Agreement*. This Agreement (along with your equity award agreements (as amended herein) and the Indemnification Agreement) sets forth the entire agreement and understanding relating to your employment relationship with the Company; this Agreement supersedes all prior discussions, negotiations, term sheets, illustrative calculations, proposed arrangements and agreements concerning your employment with the Company and your separation therefrom and may not be amended except by mutual written agreement, executed by you and the Company, that specifically identifies the provisions being amended.

20. *Representations*.

a. The Company represents and warrants that (i) it is fully authorized by action of its Board (and of any other person or body whose action is required) to enter into this Agreement and to perform its obligations under it, (ii) to the best of its knowledge and belief, the execution, delivery and performance of this Agreement by it does not violate any applicable law, regulation, order, judgment or decree or any agreement, arrangement, plan or corporate governance document to which it is a party or by which it is bound and (iii) upon the execution and delivery of this Agreement by you and the Company, this Agreement will be its valid and binding obligation, enforceable against it in accordance with its terms, except to the extent that enforceability may be limited by applicable bankruptcy, insolvency or similar laws affecting the enforcement of creditors' rights generally. In the event that the foregoing representation is in any respect false, the Company will promptly and fully indemnify you against any liability, loss, expense or obligation that you incur as a result.

b. You represent and warrant that (i) to the best of your knowledge and belief, the execution, delivery and performance of this Agreement by you does not violate any applicable law, regulation, order, judgment or decree, (ii) you have (A) been individually represented by independent legal counsel of your own selection in reviewing, negotiating and executing the terms of this Agreement, including the General Release and Reaffirmation Page and (B) engaged such independent legal counsel in accordance with California Labor Code Section 925 with the specific intent with full knowledge and understanding and in reliance on your own judgment and any advice provided by such independent legal counsel to designate the substantive laws of the State of New York as the choice of law to be applied to this Agreement, including the restrictive covenants set forth in Sections 7, 9, 10, 11 and 12, the General Release and the Reaffirmation Page, and to designate the State of New York for venue and jurisdiction, and (iii) upon the execution and delivery of this Agreement by you and the Company, this Agreement will be your valid and binding obligation, enforceable against you in accordance with its terms, except to the extent that enforceability may be limited by applicable bankruptcy, insolvency or similar laws affecting the enforcement of creditors' rights generally or laws or principles of equity. In the event that the foregoing representation is false in any respect, you will promptly and fully indemnify the Company against any liability, loss, expense or obligation that the Company incurs as a result.

21. *Miscellaneous*

a. Nothing herein changes the at-will nature of your employment.

b. No waiver by any person or entity of any breach of any condition or provision contained in this Agreement will be deemed a waiver of any similar or dissimilar condition or provision at the same or any prior or subsequent time. To be effective, any waiver must be set forth in a writing signed by the waiving person or entity and must specifically refer to the condition(s) or provision(s) of this Agreement being waived.

c. The headings of the sections and subsections contained in this Agreement are for convenience only and will not be deemed to control or affect the meaning or construction of any provision of this Agreement.

d. In the event of any inconsistency between the terms of this Agreement and the terms of any other plan, program, agreement, award document or other arrangement of the Company, the terms of this Agreement will control.

e. Payments under this Agreement will be subject to applicable withholding taxes, deductions and required employee tax contributions. This Agreement is intended to either comply with, or be exempt from, Section 409A of the Internal Revenue Code of 1986, as amended (the "Code"), and the interpretative guidance thereunder, including the exceptions for short-term deferrals, separation pay arrangements, reimbursements, and in-kind distributions. This Agreement shall be construed and interpreted in accordance with such intent. In addition, each payment shall be considered a separate payment for purposes of Section 409A of the Code and any termination of employment under this Agreement shall mean a

separation from service as defined in Section 409A of the Code and Treas. Reg. §1.409A-1(h)(1)(ii) (or other similar or successor provision). To the extent any reimbursements or in-kind benefit payments under this Agreement are subject to Section 409A, such reimbursements and in-kind benefit payments shall be made in accordance with Treas. Reg. §1.409A-3(i)(1)(iv) (or any similar or successor provisions). The parties agree to make such other amendments to this Agreement as are necessary to comply with the requirements of Section 409A of the Code if Section 409A of the Code is applicable to this Agreement.

If you are deemed on the date of termination to be a "specified employee" within the meaning of that term under Section 409A(a)(2)(B), then with regard to any payment that is considered non-qualified deferred compensation under Section 409A payable on account of a "separation from service," such payment or benefit shall be made or provided at the date which is the earlier of (A) the expiration of the six (6)-month period measured from the date of such “separation from service”, and (B) the date of Employee’s death (the “Delay Period”). Upon the expiration of the Delay Period, all payments and benefits delayed pursuant to this subsection (whether they would have otherwise been payable in a single sum or in installments in the absence of such delay) shall be paid or reimbursed to you in a lump sum, and any remaining payments and benefits due under this Agreement shall be paid or provided in accordance with the normal payment dates specified for them herein. In no event may you, directly or indirectly, designate the calendar year of any payment to be made under this Agreement that is considered nonqualified deferred compensation. In no event shall the timing of your execution of a release of claims, directly or indirectly, result in you designating the calendar year of payment, and if a payment that is subject to execution of a release of claims could be made in more than one taxable year, payment shall be made in the later taxable year.

f. The Company will pay your legal fees incurred in connection the negotiation of this Agreement up to $25,000 within 30 days of the date hereof.

[*Signature Page Follows*]

Teladoc Health, Inc.

By: /s/ Adam C. Vandervoort
Title: Chief Legal Officer
Date: September 29, 2024

I HAVE READ THIS LETTER AGREEMENT AND UNDERSTAND ALL OF ITS TERMS. I SIGN AND ENTER THIS LETTER AGREEMENT KNOWINGLY AND VOLUNTARILY, WITH FULL KNOWLEDGE OF WHAT IT MEANS.

Michael Waters

/s/ Michael Waters

Date: September 27, 2024

[*Signature Page to Separation Agreement*]

APPENDIX A

GENERAL RELEASE

I, Michael Waters, in consideration of and subject to the performance by Teladoc Health, Inc. (the “**Company**”), of its obligations under the Letter Agreement, by and between me and the Company, dated as of September 27, 2024 (as amended from time to time, the “**Plan Agreement**”), do hereby release and forever discharge as of the date hereof the Company and all present and former directors, officers, agents, representatives, employees, successors and assigns of the Company and the Company's direct or indirect owners (collectively, the "**Released Parties**") to the extent provided below, subject to Section 7 of the Agreement. I understand that, in consideration thereof, the Company does hereby release and forever discharge, as of the date hereof, me from any and all claims arising out of, or in connection with, my employment with, or separation from, the Company; *provided*, *however*, that nothing in the foregoing shall release me from any claim arising from my violation of the Agreement.

1. I understand that any payments or benefits paid to me under the Agreement represent, in part, consideration for signing this General Release and are not salary, wages or benefits to which I was already entitled. Such payment or benefits will not be considered compensation for purposes of any employee benefit plan, program, policy or arrangement maintained or hereafter established by the Company. I also acknowledge and represent that, subject to the Company's compliance with the provisions of Sections 2, 3, 4, 13 and 14 of the Agreement, I have received all payments and benefits that I am entitled to receive (as of the date hereof) by virtue of any employment by the Company.

2. Except as provided in paragraphs 4 and 12 below and except for the provisions of the Agreement which expressly survive during and following the termination of my employment with the Company, I knowingly and voluntarily (for myself, my spouse, and my heirs, executors, administrators and assigns) release and forever discharge the Company and the other Released Parties from any and all claims, suits, controversies, actions, causes of action, cross-claims, counterclaims, demands, debts, compensatory damages, liquidated damages, punitive or exemplary damages, other damages, claims for costs and attorneys' fees, or liabilities of any nature whatsoever in law and in equity, both past and present (through the date this General Release becomes effective and enforceable) and whether known or unknown, suspected, or claimed against the Company or any of the Released Parties which I, my spouse, or any of my heirs, executors, administrators or assigns may have, which arise out of or are connected with my employment with, or my separation or termination from the Company (including any allegation, claim or violation arising under: Title VII of the Civil Rights Act of 1964, as amended; the Civil Rights Act of 1991; the Age Discrimination in Employment Act of 1967, as amended (including the Older Workers Benefit Protection Act) (the "**ADEA**"); the Equal Pay Act of 1963, as amended; the Americans with Disabilities Act of 1990; the Family and Medical Leave Act of 1993; the Worker Adjustment Retraining and Notification Act; the Employee Retirement Income Security Act of 1974; any applicable Executive Order Programs; the Fair Labor Standards Act; or their state or local

counterparts; or under any other federal, state or local civil or human rights law, or under any other local, state or federal law, regulation or ordinance; or under any public policy, contract or tort, or under common law; or arising under any policies, practices or procedures of the Company; or any claim for wrongful discharge, breach of contract, infliction of emotional distress or defamation; or any claim for costs, fees or other expenses, including attorneys' fees incurred in these matters) (all of the foregoing collectively referred to herein as the "**Claims**"); provided, however, that nothing in this General Release releases or waives (i) any right or claim I may have to indemnification, advancement of expenses or insurance coverage under the Indemnification Agreement, the bylaws, articles of incorporation, other corporate governance documents or insurance policies of the Company, or applicable law; (ii) any right or claim I may have to vested employee benefits under the terms and conditions of any Company plan; (iii) any claim or rights arising under the Agreement; or (iv) any claims that arise after the date I sign this General Release.

3. I represent that I have made no assignment or transfer of any right, claim, demand, cause of action or other matter covered by paragraph 2 above.

4. I agree that this General Release does not waive or release any rights or claims that I may have under the ADEA which arise after the date I execute this General Release. I acknowledge and agree that my separation from employment with the Company in compliance with the terms of the Agreement will not serve as the basis for any claim or action (including any claim under the ADEA).

5. I agree that I am waiving all rights to sue or obtain equitable, remedial or punitive relief from any or all Released Parties of any kind whatsoever, including reinstatement, back pay, front pay, attorneys' fees (except as set forth in the Agreement) and any form of injunctive relief. Notwithstanding the foregoing, I further acknowledge that I am not waiving and am not being required to waive any right that cannot be waived under law, including the right to file an administrative charge or participate in an administrative investigation or proceeding.

6. In signing this General Release, I acknowledge and intend that it will be effective as a bar to each and every one of the Claims hereinabove mentioned or implied. I expressly consent that this General Release will be given full force and effect according to each and all of its express terms and provisions, including those relating to unknown and unsuspected Claims (notwithstanding any state statute that expressly limits the effectiveness of a general release of unknown, unsuspected and unanticipated Claims), if any, as well as those relating to any other Claims hereinabove mentioned or implied. I acknowledge and agree that this waiver is an essential and material term of this General Release and that without such waiver the Company would not have agreed to the terms of the Agreement. I further agree that in the event I should bring a Claim seeking damages against the Company, this General Release will serve as a complete defense to such Claims to the maximum extent permitted by law. I further agree that I am not aware of any pending claim of the type described in paragraph 2 above as of the execution of this

General Release. I also agree to hold each of the Released Parties harmless from and to indemnify each of the Released Parties against, any and all damages, including attorneys' fees and expenses that any of them may suffer on account of any breach of any representation or warranty I make hereunder.

7. I represent that I am not aware of any claim by me other than the claims that are released by this General Release. I acknowledge that I may hereafter discover claims or facts in addition to or different than those which I now know or believe to exist with respect to the subject matter of this General Release and which, if known or suspected at the time of entering into this General Release, may have materially affected this General Release and my decision to enter into it. Nevertheless, I hereby waive any right, claim or cause of action that might arise as a result of such different or additional claims or facts.

8. Both parties agree that neither the execution of this General Release, nor the furnishing of the consideration for this General Release, will be deemed or construed at any time to be an admission by the Company, any Released Party or myself of any improper or unlawful conduct.

9. I agree that I will forfeit all amounts payable by the Company pursuant to the Agreement if I challenge the validity of this General Release other than the validity of the ADEA release. I also agree that if I violate this General Release by suing the Company or the other Released Parties, I will pay all costs and expenses of defending against the suit incurred by the Released Parties, including reasonable attorneys' fees, and return all payments received by me pursuant to the Agreement. For the avoidance of doubt, nothing in this paragraph 9 will prohibit me from enforcing my rights under the Agreement.

10. I agree to reasonably cooperate (with due regard to my personal and professional commitments) with the Company upon the written request of the Board of Directors and/or Chief Executive Officer of the Company in any internal investigation, any administrative, regulatory, or judicial proceeding or any dispute with a third party, in each case in accordance with the Agreement, and the Company will reimburse me for any reasonable expenses approved by the Company incurred as a result of such internal investigation, proceeding or dispute, and will comply with the terms of the Indemnification Agreement.

11. Notwithstanding anything in this General Release to the contrary, this General Release will not relinquish, diminish or in any way affect any rights or claims arising out of any breach by the Company or by any Released Party of the Agreement after the date hereof, including, without limitation, of the Agreement.

12. Whenever possible, each provision of this General Release will be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this General Release is held to be invalid, illegal or unenforceable in any respect under any applicable law or rule in any jurisdiction, such invalidity, illegality or unenforceability will not affect any other provision or any other jurisdiction, and this General Release will

be reformed, construed and enforced in such jurisdiction as if such invalid, illegal or unenforceable provision had never been contained herein.

BY SIGNING THIS GENERAL RELEASE, I REPRESENT AND AGREE THAT:

(a) I HAVE READ IT CAREFULLY;

(b) I UNDERSTAND ALL OF ITS TERMS AND KNOW THAT I AM GIVING UP IMPORTANT RIGHTS, INCLUDING RIGHTS UNDER THE ADEA; TITLE VII OF THE CIVIL RIGHTS ACT OF 1964, AS AMENDED; THE EQUAL PAY ACT OF 1963; THE AMERICANS WITH DISABILITIES ACT OF 1990; AND THE EMPLOYEE RETIREMENT INCOME SECURITY ACT OF 1974, AS AMENDED (NOT INCLUDING SUCH RIGHTS AS MAY BE ENFORCEABLE PURSUANT TO MY PARTICIPATION IN A 401(K) PLAN SPONSORED BY THE COMPANY);

(c) I VOLUNTARILY CONSENT TO EVERYTHING IN IT;

(d) I HAVE BEEN ADVISED TO CONSULT WITH AN ATTORNEY BEFORE EXECUTING IT, AND I HAVE DONE SO;

(e) I HAVE BEEN GIVEN ALL TIME PERIODS REQUIRED BY LAW TO CONSIDER THIS GENERAL RELEASE, INCLUDING THE 21-DAY PERIOD REQUIRED BY THE ADEA. I UNDERSTAND THAT I MAY EXECUTE THIS GENERAL RELEASE LESS THAN 21 DAYS FROM ITS RECEIPT FROM THE COMPANY, BUT AGREE THAT SUCH EXECUTION WILL REPRESENT MY KNOWING WAIVER OF SUCH 21-DAY CONSIDERATION PERIOD;

(f) I UNDERSTAND THAT I HAVE SEVEN DAYS AFTER THE EXECUTION OF THIS GENERAL RELEASE TO REVOKE IT AND THAT THIS GENERAL RELEASE SHALL NOT BECOME EFFECTIVE OR ENFORCEABLE UNTIL THE REVOCATION PERIOD HAS EXPIRED;

(g) I HAVE SIGNED THIS GENERAL RELEASE KNOWINGLY AND VOLUNTARILY AND WITH THE ADVICE OF ANY COUNSEL RETAINED TO ADVISE ME WITH RESPECT TO IT; AND

(h) I AGREE THAT THE PROVISIONS OF THIS GENERAL RELEASE MAY NOT BE AMENDED, WAIVED, CHANGED OR MODIFIED EXCEPT BY AN INSTRUMENT IN WRITING SIGNED BY AN AUTHORIZED REPRESENTATIVE OF THE COMPANY AND BY ME.

[*Signature Page Follows*]

As evidenced by the signatures below, Michael Waters and the individual executing this General Release for the Company each certify that he or she has read this General Release and understands and agrees to all of its terms.

By: /s/ Michael Waters
Michael Waters

September 27, 2024
Date

Teladoc Health, Inc.

By: <u>/s/ Adam C. Vandervoort</u>
Name: Adam C. Vandervoort
Title: Chief Legal Officer

<u>September 29, 2024</u>
Date

[*Signature Page to General Release*]

APPENDIX B

REAFFIRMATION PAGE

I, Michael Waters, have confirmed my understanding and agreement to the commitments set forth in the Letter Agreement, by and between me and Teladoc Health, Inc. (the "**Company**").

The Company hereby grants, dated as of September 27, 2024 (as amended from time to time, the participant listed below ("***Participant***") the Restricted Stock Units described in this Grant Notice (the "***RSUs***"), subject to the terms and conditions of the Plan and the Restricted Stock Unit Agreement attached hereto as **Exhibit A** (the "**Agreement**"), both as of which are incorporated into this Grant Notice by reference. the date of my execution. This page represents my reaffirmation of the commitments set forth in the Agreement and the General Release attached thereto as Appendix A (the "**General Release**") as of the date hereof, and I hereby agree that the general release of claims pursuant to General Release will be extended to cover any act, omission or occurrence occurring up to and including the date hereof.

Participant:	Charles Divita, III
Grant Date:	June 10, 2024
Number of RSUs:	469,924
Vesting Commencement Date:	June 10, 2024
Vesting Schedule:	The RSUs will vest as to four-twelfths (4/12) on June 10, 2025, and as to one-twelfth (1/12) on the tenth day of September 2025, December 2025, March 2026, June 2026, September 2026, December 2026, March 2027 and June 2027.

I ratify and reaffirm the commitments set forth in the Agreement:

By Participant's signature below, Participant agrees

Michael Waters

Date

The Company hereby confirms its understanding and agreement to be bound the commitments set forth in the Agreement as of the date of execution by the terms Company below. This page represents the Company's reaffirmation of this Grant Notice, its commitments set forth in the Plan Agreement and the Agreement. Participant has reviewed General Release as of the Plan, this Grant Notice date hereof, and the Agreement Company hereby agrees that the general release of claims pursuant to the General Release will be extended to cover any act, omission or occurrence occurring up to and including the date hereof.

The Company hereby ratifies and reaffirm the commitments set forth in their entirety, has had an opportunity to obtain the advice of counsel prior to executing this Grant Notice and fully understands all provisions of Agreement:

Teladoc Health, Inc.

By:

Name: ______________________________

Title:

Date: ______________________________

B-1

Schedule I

Schedule I

Equity Awards Eligible for Vesting Within Nine Months Following the Plan, this Grant Notice and the Agreement. Separation Date

TELADOC HEALTH, INC.		**PARTICIPANT**	
By:	______________________	By:	______________________________
Print Name:	______________________	Print Name:	______________________________
Title:	______________________		

Exhibit A

RESTRICTED STOCK UNIT AGREEMENT

Capitalized terms not specifically defined in this Agreement have the meanings specified in the Grant Notice or, if not defined in the Grant Notice, in the Plan.

ARTICLE I.
GENERAL

1.1 Award of RSUs and Dividend Equivalents.

(a) The Company has granted the RSUs to Participant effective as of the grant date set forth in the Grant Notice (the "***Grant Date***"). Each RSU represents the right to receive one Share or, at the option of the Company, an amount of cash, in either case, as set forth in this Agreement. Participant will have no right to the distribution of any Shares or payment of any cash until the time (if ever) the RSUs have vested.

(b) The Company hereby grants to Participant, with respect to each RSU, a Dividend Equivalent for ordinary cash dividends paid to substantially all holders of outstanding Shares with a record date after the Grant Date and prior to the date the applicable RSU is settled, forfeited or otherwise expires. Each Dividend Equivalent entitles Participant to receive the equivalent value of any such ordinary cash dividends paid on a single Share. The Company will establish a separate Dividend Equivalent bookkeeping account (a "***Dividend Equivalent Account***") for each Dividend Equivalent and credit the Dividend Equivalent Account (without interest) on the applicable dividend payment date with the amount of any such cash paid.

1.2 Incorporation of Terms of Plan. Except as provided in the last sentence of Section 2.1, the RSUs are subject to the terms and conditions set forth in this Agreement and the Plan, which is incorporated herein by reference. Except as provided in the last sentence of Section 2.1, in the event of any inconsistency between the Plan and this Agreement, the terms of the Plan will control.

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

1.4 Employment Inducement Award. The RSUs are intended to constitute an "employment inducement award" under NYSE Rule 303A.08 that is exempt from the requirements of shareholder approval of equity-compensation plans under NYSE Rule 303A.08. This Agreement and the terms and conditions of the RSUs will be interpreted consistent with such intent.

ARTICLE II.
VESTING; FORFEITURE AND SETTLEMENT

2.1 Vesting; Forfeiture. Subject to the provisions of that certain Employment Agreement dated as of June 10, 2024 between Participant and the Company (the "***Employment Agreement***"), the RSUs will vest according to the vesting schedule in the Grant Notice; provided, that the number of RSUs that vest upon each vesting date shall be rounded up or down to the nearest whole unit in accordance with the Company's historical practice to the extent necessary to avoid fractional vested RSUs (subject to all RSUs being vested as of the final vesting date). In the event of Participant's Termination of Service for any reason, all unvested RSUs will immediately and automatically be cancelled and forfeited, except as otherwise provided in the Employment Agreement. Dividend Equivalents (including any Dividend Equivalent Account balance) will vest or be forfeited, as applicable, upon the vesting or forfeiture of the

RSU with respect to which the Dividend Equivalent (including the Dividend Equivalent Account) relates. Notwithstanding any provision to the contrary in the Plan, the Grant Notice, the Employment Agreement or this Agreement, the Company shall not amend, adjust, modify or terminate any outstanding RSUs or any of Participant's rights with respect thereto, which amendment, adjustment, modification or termination may materially and adversely affect such RSUs or Participant's rights with respect thereto, without Participant's prior written consent.

2.2 Settlement.

(a) RSUs and Dividend Equivalents (including any Dividend Equivalent Account balance) will be paid in Shares or cash at the Administrator's option as soon as administratively practicable after the vesting of the applicable RSU, but in no event more than sixty (60) days after the RSU's vesting date. Notwithstanding the foregoing, the Company may delay any payment under this Agreement that the Company reasonably determines would violate Applicable Law until the earliest date the Company reasonably determines the making of the payment will not cause such a violation (in accordance with Treasury Regulation Section 1.409A-2(b)(7)(ii)), provided the Company reasonably believes the delay will not result in the imposition of additional taxes under Section 409A.

(b) If an RSU is paid in cash, the amount of cash paid with respect to the RSU will equal the Fair Market Value of a Share on the day immediately preceding the payment date. If a Dividend Equivalent is paid in Shares, the number of Shares paid with respect to the Dividend Equivalent will equal the quotient, rounded down to the nearest whole Share, of the Dividend Equivalent Account balance divided by the Fair Market Value of a Share on the day immediately preceding the payment date. For the avoidance of doubt, notwithstanding any provision to the contrary in the Plan, if, at the time of settlement, the Shares are not readily tradable on an established securities market, the Company shall determine Fair Market Value by the reasonable application of a reasonable valuation method consistent with Treasury Regulation Section 1.409A-1(b)(5)(iv)(B).

ARTICLE III
TAXATION AND TAX WITHHOLDING

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

3.2 Tax Withholding.

(a) Notwithstanding anything in the Plan to the contrary, unless the Administrator determines otherwise, any withholding tax obligation that arises with respect to the RSUs or Dividend Equivalents will be satisfied by the Company's withholding from the Shares issuable under the RSUs or Dividend Equivalents that are then vesting or being paid, as applicable, the minimum number of whole Shares having a then-current Fair Market Value sufficient to satisfy the withholding obligation based on applicable statutory withholding rates.

(b) If withholding tax obligations are not satisfied as described in Section 3.2(a), the Company will have the right and option, but not the obligation, to treat Participant's failure to provide timely payment in accordance with the Plan of any withholding tax arising in connection with the RSUs

or Dividend Equivalents as Participant's election to satisfy all or any portion of the withholding tax by requesting the Company retain Shares otherwise issuable under the Award.

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

ARTICLE IV.
OTHER PROVISIONS

4.1 Adjustments. Subject to the last sentence of Section 2.1, Participant acknowledges that the RSUs, the Shares subject to the RSUs and the Dividend Equivalents are subject to adjustment, modification and termination in certain events as provided in this Agreement and the Plan.

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

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

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

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

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

4.7 Entire Agreement. The Plan, the Grant Notice, the Employment Agreement and this Agreement (including any exhibit hereto) constitute the entire agreement of the parties and supersede in their entirety all prior undertakings and agreements of the Company and Participant with respect to the subject matter hereof.

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

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

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

4.11 Country Addendum. Notwithstanding any provisions in this Agreement, the RSUs shall be subject to any special terms and conditions set forth in an appendix (if any) to this Agreement for any country (other than the United States) whose laws are applicable to Participant and this Award of RSUs (as determined by the Administrator in its reasonable discretion) (the "***Country Addendum***"). Moreover, if Participant relocates to one of the countries included in the Country Addendum (if any), the special terms and conditions for such country will apply to Participant, to the extent the Company reasonably determines that the application of such terms and conditions is necessary or advisable for legal or administrative reasons. The Country Addendum constitutes part of this Agreement.

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

* * * * *

Exhibit 10.4

TELADOC HEALTH, INC. Equity Grant	Grant Date	Vesting Schedule	Number of Shares Eligible for Vesting in 9 months	Vesting and Settlement Date
2022 Initial Hire RSUs	08/01/2022	Vested 1/3 in August 2023, EMPLOYMENT INDUCEMENT INCENTIVE AWARD PLAN then quarterly through August 2025	33,960	Promptly Following Separation Date
2023 RSUs	03/03/2023	Vested 1/3 in March 2024, then quarterly through March 2026	18,602	Promptly Following Separation Date
2023 PSUs (2023 AEBITDA)	03/03/2023	Vesting 1/3 in March 2024 (based on 2023 performance), then quarterly through March 2026	6,339	Promptly Following Separation Date
2023 PSUs (2024 Revenue)*	03/03/2023	Vesting 2/3 in March 2025 (subject to 2024 performance), then quarterly through March 2026	24,801 (at target; actual between 0% and 200% of target depending on performance)	After performance is determined (March 2025)
2024 RSUs	03/19/2024	Vesting 1/3 in March 2025, then quarterly through March 2027	43,748	Promptly Following Separation Date
2024 PSUs (2024 AEBITDA)*	03/19/2024	Vesting 1/3 in March 2025 (subject to 2024 performance), then quarterly through March 2027	17,498 (at target; actual between 0% and 200% of target depending on performance)	After performance is determined (March 2025)
2024 PSUs (2024 FCF)*	03/19/2024	Vesting 1/3 in March 2025 (subject to 2024 performance), then quarterly through March 2027	4,374 (at target; actual between 0% and 200% of target depending on performance)	After performance is determined (March 2025)

PERFORMANCE RESTRICTED STOCK UNIT GRANT NOTICE

Capitalized terms not specifically defined in this Performance Restricted Stock Unit Grant Notice (the "***Grant Notice***") have the meanings given to them in the 2023 Employment Inducement Incentive Award Plan (as amended from time to time, the "***Plan***") *Vesting and determination of Teladoc Health, Inc. (the "***Company***").

The Company hereby grants to the participant listed below ("***Participant***") the Restricted Stock Units described in this Grant Notice (the "***PSUs***"), subject to the terms and conditions of the Plan and the Performance Restricted Stock Unit Agreement attached hereto as **Exhibit A** (the "***Agreement***"), both of which are incorporated into this Grant Notice by reference.

Participant:
Grant Date:
Number of PSUs:
Performance Period:
Vesting Schedule: The PSUs will vest in accordance with the vesting schedule set forth in Exhibit A.

By Participant's signature below, Participant agrees to be bound by the terms of this Grant Notice, the Plan and the Agreement. Participant has reviewed the Plan, this Grant Notice and the Agreement in their entirety, has had an opportunity to obtain the advice of counsel prior to executing this Grant Notice and fully understands all provisions of the Plan, this Grant Notice and the Agreement.

TELADOC HEALTH, INC.		**PARTICIPANT**	
By:	____________________	By:	____________________
Print Name:	____________________	Print Name:	____________________
Title:	____________________		

PERFORMANCE RESTRICTED STOCK UNIT AGREEMENT

Capitalized terms not specifically defined in this Agreement have the meanings specified in the Grant Notice or, if not defined in the Grant Notice, in the Plan.

ARTICLE I.
GENERAL

1.1 Award of PSUs and Dividend Equivalents.

(a) The Company has granted the PSUs to Participant effective as of the grant date set forth in the Grant Notice (the "***Grant Date***"). The number of PSUs stated in the Grant Notice is the target number of PSUs that may be earned under this Award (the "***Target Number of PSUs***"). The number of PSUs that may actually be earned under this Award ranges from between 0% and 300% of the Target Number of PSUs [under a performance range to be developed and reasonably agreed upon in good faith by the Participant and the compensation committee of the Board (the "***Compensation Committee***") as soon as reasonably practicable] [as set forth on Schedule 1 attached hereto and by this reference incorporated herein] (the "***Performance Range***").] Each earned PSU represents the right to receive one Share or, at the option of the Administrator, an amount of cash, in either case, as set forth in this Agreement. Participant will have no right to the distribution of any Shares or payment of any cash until the time (if ever) the PSUs have vested.

(b) The Company hereby grants to Participant, with respect to each earned PSU, a Dividend Equivalent for ordinary cash dividends paid to substantially all holders of outstanding Shares with a record date after the Grant Date and prior to the date the applicable PSU is settled, forfeited or otherwise expires. Each Dividend Equivalent entitles Participant to receive the equivalent value of any such ordinary cash dividends paid on a single Share. The Company will establish a separate Dividend Equivalent bookkeeping account (a "***Dividend Equivalent Account***") for each Dividend Equivalent and credit the Dividend Equivalent Account (without interest) on the applicable dividend payment date with the amount of any such cash paid.

1.2 Incorporation of Terms of Plan. Except as provided in Section 2.1(d), the PSUs and Dividend Equivalents are subject to the terms and conditions set forth in this Agreement and the Plan, which is incorporated herein by reference. Except as provided in Section 2.1(d), in the event of any inconsistency between the Plan and this Agreement, the terms of the Plan will control.

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

1.4 Employment Inducement Award. The PSUs are intended to constitute an "employment inducement award" under NYSE Rule 303A.08 that is exempt from the requirements of shareholder approval of equity-compensation plans under NYSE Rule 303A.08. This Agreement and the terms and conditions of the PSUs will be interpreted consistent with such intent.

ARTICLE II
VESTING; FORFEITURE AND SETTLEMENT

2.1 Vesting; Forfeiture.

(a) Satisfaction of Performance Conditions. The PSUs will be earned, if at all, under the Performance Range based on [the Company's 2025 AEBITDA] [actual compound annual revenue growth rate (rounded to the nearest whole number expressed as a percentage) of the Company ("***CAGR***")] over the Performance Period set forth in the Grant Notice (the "***Performance Period***"). Within ninety (90) days following completion of the Performance Period (the "***Determination Date***"), the Administrator will determine, in its reasonable discretion, the actual number of PSUs earned by Participant in accordance with the Performance Range. [Notwithstanding the immediately preceding sentence, provided no Change in Control or Qualifying Termination (as such term is defined in that certain Employment Agreement dated June 10, 2024 between the Company and the Participant (the "***Employment Agreement***")) ("***Qualifying Termination***")) has occurred prior to the last day of the Performance Period, in the event the "total shareholder return" (utilizing the Company's traditional definition of this term and as reported in SEC filings) for the Company's stockholders during the Performance Period is less than zero, the PSUs earned will not exceed the Target Number of PSUs.] To the extent earned, the PSUs will vest as set forth in Section 2.1(c). The Compensation Committee will equitably and reasonably adjust the Performance Range in the event of any completed disposition of assets (of any amount) or acquisition of assets in aggregate value at least $25,000,000 so as to preserve the original intent of the PSUs.

(b) Determination of Performance Conditions Upon a Change in Control or Earlier Qualifying Termination.

(i) Change in Control. Notwithstanding Section 2.1(a), if a Change in Control occurs on or prior to the last day of the Performance Period (including, for clarity, prior to commencement of the Performance Period), then the number of earned PSUs will be determined as of the date of the Change in Control (the "***CIC Determination Date***") [and be equal to 100% of the Target Number of PSUs.] [in an amount equal to the greater of (i) 100% of the Target Number of PSUs and (ii) to the extent the Company has completed at least one full fiscal year in the Performance Period, the number of earned PSUs under the Performance Range using the CAGR of the Company for the completed fiscal years within the Performance Period ending with the then-most recently completed full year as the CAGR of the Company for the entire Performance Period.] Any PSUs that have not been earned will be automatically forfeited unless the Administrator otherwise determines.

(ii) Qualifying Termination Prior to a Change in Control. Notwithstanding Section 2.1(a), if a Qualifying Termination occurs on or prior to the last day of the Performance Period (including, for clarity, prior to commencement of the Performance Period) and a Change in Control has not occurred on or prior to such date, then the number of earned PSUs will be determined as of the date such Qualifying Termination [and be equal to 100% of the Target Number of PSUs.] [in an amount equal to the greater of (i) 100% of the Target Number of PSUs and (ii) to the extent the Company has completed at least one full fiscal year in the Performance Period, the number of earned PSUs under the Performance Range using the CAGR of the Company for the completed fiscal years within the Performance Period ending with the then-most recently completed full year as the CAGR of the Company for the entire Performance Period.]

Any PSUs that have not been earned will be automatically forfeited unless the Administrator otherwise determines.

(c) Vesting of Earned PSUs; Forfeiture.

(i) Regular Vesting Schedule. Except as provided in Section 2.1(c)(ii) and (iii) below, the earned PSUs will vest [as to seven-twelfths on the Determination Date and as to one-twelfth on each of the five quarterly anniversaries thereof until fully vested; provided, that the number of PSUs that vest upon each vesting date shall be rounded up or down to the nearest whole share in accordance with the Company's historical practice to the extent necessary to avoid fractional vested PSUs (subject to all PSUs being vested as of the final vesting date).] [on the Determination Date and be rounded to the nearest whole share.] In the event of Participant's Termination of Service for any reason, all unvested PSUs will immediately and automatically be cancelled and forfeited, except as otherwise provided below. Dividend Equivalents (including any Dividend Equivalent Account balance) will vest or be forfeited, as applicable, upon the vesting or forfeiture of the corresponding PSU.

(ii) Vesting Upon or Following a Change in Control. If a Change in Control occurs on or prior to the last day of the Performance Period, then [seven-twelfths] [the full amount] of the earned PSUs (as determined under Section 2.1(b)(i) above) will vest on the CIC Determination Date [and one-twelfth of the earned PSUs will vest on each of the five quarterly anniversaries thereof until fully vested; provided, that the number of PSUs that vest upon each vesting date shall be rounded up or down to the nearest whole unit in accordance with the Company's historical practice to the extent necessary to avoid fractional vested PSUs (subject to all PSUs being vested as of the final vesting date)]. In the event of a Qualifying Termination on the date of or within twelve (12) months following a Change in Control, any remaining unvested portion, if any, of earned PSUs (whether determined under Section 2.1(a) or Section 2.1(b)(i), as applicable) will become vested, subject to the conditions set forth Section 2(b) of the Employment Agreement.

(iii) Other Qualifying Termination Vesting. If prior to the date the earned PSUs become fully vested under Section 2.1(c)(i) above, a Qualifying Termination occurs prior to[, or more than twelve (12) months following,] a Change in Control, then the earned PSUs (as determined under Section 2.1(a), [Section 2.1(b)(i)] or Section 2.1(b)(ii)), as applicable) will vest in an amount determined by (A) giving Participant credit for (1) all service from the Grant Date through the date of the Qualifying Termination plus (2) an additional 12 months of service after the date of the Qualifying Termination ((1) and (2), together, the "***Vesting Service Period***") and (B) identifying the portion of the earned PSUs shares that would have vested during the Vesting Service Period based on four-twelfths vesting on the first annual anniversary of the Grant Date and then one-twelfth vesting on each quarterly anniversary thereafter until fully vested, within 9 months remains subject to achievement of Company performance targets through the conditions set forth Section 2(a) end of the Employment Agreement.

(d) No Materially Adverse Amendments. Notwithstanding any provision to the contrary in the Plan, the Grant Notice, the Employment Agreement or this Agreement, the Company shall not amend, adjust, modify or terminate any outstanding PSUs or any of Participant's rights with respect thereto, which amendment, adjustment, modification or termination may materially and adversely affect such PSUs or Participant's rights with respect thereto, without Participant's prior written consent.

2.2 Settlement.

(a) PSUs and Dividend Equivalents (including any Dividend Equivalent Account balance) will be paid in Shares or cash at the Administrator's option (or in the case of remaining fractional vested PSUs) as soon as administratively practicable after the vesting of the applicable PSU, but in no event more than sixty (60) days after the PSU's vesting date. Notwithstanding the foregoing, the Company may delay any payment under this Agreement that the Company reasonably determines would violate Applicable Law until the earliest date the Company reasonably determines the making of the payment will not cause such a violation (in accordance with Treasury Regulation Section 1.409A-2(b)(7)(ii)), provided the Company reasonably believes the delay will not result in the imposition of additional taxes under Section 409A.

(b) If a PSU is paid in cash, the amount of cash paid with respect to the PSU will equal the Fair Market Value of a Share on the day immediately preceding the payment date. If a Dividend Equivalent is paid in Shares, the number of Shares paid with respect to the Dividend Equivalent will equal the quotient, rounded down to the nearest whole Share, of the Dividend Equivalent Account balance divided by the Fair Market Value of a Share on the day immediately preceding the payment date. For the avoidance of doubt, notwithstanding any provision to the contrary in the Plan, if, at the time of settlement, the Shares are not readily tradable on an established securities market, the Company shall determine Fair Market Value by the reasonable application of a reasonable valuation method consistent with Treasury Regulation Section 1.409A-1(b)(5)(iv)(B).

ARTICLE III
TAXATION AND TAX WITHHOLDING

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

3.2 Tax Withholding.

(a) Notwithstanding anything in the Plan to the contrary, unless the Administrator determines otherwise, any withholding tax obligation that arises with respect to the PSUs or Dividend Equivalents will be satisfied by the Company's withholding from the Shares issuable under the PSUs or Dividend Equivalents that are then vesting or being paid, as applicable, the minimum number of whole Shares having a then-current Fair Market Value sufficient to satisfy the withholding obligation based on applicable statutory withholding rates.

(b) If withholding tax obligations are not satisfied as described in Section 3.2(a), the Company has the right and option, but not the obligation, to treat Participant's failure to provide timely payment in accordance with the Plan of any withholding tax arising in connection with the PSUs or Dividend Equivalents as Participant's election to satisfy all or any portion of the withholding tax by requesting the Company retain Shares otherwise issuable under the Award.

(c) Participant acknowledges that Participant is ultimately liable and responsible for all taxes owed by Participant in connection with the PSUs and the Dividend Equivalents, regardless of any action the Company or any Subsidiary takes with respect to any tax withholding obligations that arise in connection with the PSUs or Dividend Equivalents. Neither the Company nor any Subsidiary makes any representation or undertaking regarding the treatment of any tax withholding in connection with the

awarding, vesting or payment of the PSUs or the Dividend Equivalents or the subsequent sale of Shares. The Company and the Subsidiaries do not commit and are under no obligation to structure the PSUs or Dividend Equivalents to reduce or eliminate Participant's tax liability.

ARTICLE IV.
OTHER PROVISIONS

4.1 Adjustments. Subject to Section 2.1(d), Participant acknowledges that the PSUs, the Shares subject to the PSUs and the Dividend Equivalents are subject to adjustment, modification and termination in certain events as provided in this Agreement and the Plan.

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

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

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

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

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

4.7 Entire Agreement. The Plan, the Grant Notice, the Employment Agreement and this Agreement (including any exhibit or schedule hereto) constitute the entire agreement of the parties and supersede in their entirety all prior undertakings and agreements of the Company and Participant with respect to the subject matter hereof.

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

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

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

4.11 Country Addendum. Notwithstanding any provisions in this Agreement, the PSUs shall be subject to any special terms and conditions set forth in an appendix (if any) to this Agreement for any country (other than the United States) whose laws are applicable to Participant and this Award of PSUs (as determined by the Administrator in its reasonable discretion) (the "***Country Addendum***"). Moreover, if Participant relocates to one of the countries included in the Country Addendum (if any), the special terms and conditions for such country will apply to Participant, to the extent the Company reasonably determines that the application of such terms and conditions is necessary or advisable for legal or administrative reasons. The Country Addendum constitutes part of this Agreement.

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

* * * * * 2024.

A-6

Exhibit 31.1

Certification

I, Charles Divita, III, certify that:

1. I have reviewed this Quarterly Report on Form 10-Q of Teladoc Health, Inc. (the "registrant") for the period ended June 30, 2024 September 30, 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: August 1, 2024 October 31, 2024

/s/ CHARLES DIVITA, III

Charles Divita, III

Chief Executive Officer

Exhibit 31.2

Certification

I, Mala Murthy, certify that:

1. I have reviewed this Quarterly Report on Form 10-Q of Teladoc Health, Inc. (the “registrant”) for the period ended June 30, 2024 September 30, 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: August 1, 2024 October 31, 2024

/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 Quarterly Report on Form 10-Q of Teladoc Health, Inc. (the “Company”) for the period ended June 30, 2024 September 30, 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: August 1, 2024 October 31, 2024

/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 Quarterly Report on Form 10-Q of Teladoc Health, Inc. (the “Company”) for the period ended June 30, 2024 September 30, 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: August 1, 2024 October 31, 2024

/s/ MALA MURTHY

Mala Murthy

Chief Financial Officer

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