

REFINITIV

DELTA REPORT

10-Q

TDOC - TELADOC HEALTH, INC.

10-Q - MARCH 31, 2024 COMPARED TO 10-Q - SEPTEMBER 30, 2023

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TOTAL DELTAS 2166

 CHANGES 243

 DELETIONS 1019

 ADDITIONS 904

**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION**

Washington, D.C. 20549

Form 10-Q

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

For the quarterly period ended **September 30, 2023** **March 31, 2024**

or

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

For the transition period from to
Commission File Number: 001-37477

TELADOC HEALTH, INC.

(Exact name of registrant as specified in its charter)

Delaware

(State of incorporation)

04-3705970

(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 No

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

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

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

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

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

As of **October 24, 2023** **April 22, 2024**, the Registrant had **165,557,305** **169,588,171** shares of Common Stock outstanding.

TELADOC HEALTH, INC.

QUARTERLY REPORT ON FORM 10-Q
For the period ended September 30, 2023 March 31, 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)

| | | September 30, December 31, | | | |
|--|---------------------------|----------------------------|------------|-------------------|----------------------|
| | | 2023 | 2022 | March 31, 2024 | December 31, 2023 |
| Assets | Assets | | | | |
| Current assets: | Current assets: | | | | |
| Current assets: | | | | | |
| Current assets: | | | | | |
| Cash and cash equivalents | Cash and cash equivalents | \$ 1,030,527 | \$ 918,182 | | |
| Accounts receivable, net of allowance for doubtful accounts of \$7,695 and \$4,324, respectively | | 205,866 | 210,554 | | |
| Cash and cash equivalents | | | | | |
| Cash and cash equivalents | | | | | |

| | | | |
|--|---|--------------|--------------|
| Accounts receivable, net of allowance for doubtful accounts of \$3,530 and \$4,240 at March 31, 2024 and December 31, 2023, respectively | | | |
| Inventories | Inventories | 35,916 | 56,342 |
| Prepaid expenses and other current assets | Prepaid expenses and other current assets | 114,782 | 130,310 |
| Total current assets | Total current assets | 1,387,091 | 1,315,388 |
| Property and equipment, net | Property and equipment, net | 32,887 | 29,641 |
| Goodwill | Goodwill | 1,073,190 | 1,073,190 |
| Intangible assets, net | Intangible assets, net | 1,728,302 | 1,836,765 |
| Operating lease - right-of-use assets | Operating lease - right-of-use assets | 32,051 | 41,831 |
| Other assets | Other assets | 74,452 | 48,540 |
| Total assets | Total assets | \$ 4,327,973 | \$ 4,345,355 |
| Liabilities and stockholders' equity | Liabilities and stockholders' equity | | |
| Current liabilities: | Current liabilities: | | |
| Current liabilities: | | | |
| Current liabilities: | | | |
| Accounts payable | Accounts payable | \$ 25,998 | \$ 47,690 |
| Accrued expenses and other current liabilities | Accrued expenses and other current liabilities | 192,553 | 168,693 |
| Accrued compensation | Accrued compensation | 84,897 | 81,554 |
| Deferred revenue-current | Deferred revenue-current | 99,192 | 101,832 |
| Total current liabilities | Total current liabilities | 402,640 | 399,769 |
| Other liabilities | Other liabilities | 1,693 | 1,618 |
| Operating lease liabilities, net of current portion | Operating lease liabilities, net of current portion | 34,353 | 38,042 |
| Deferred revenue, net of current portion | Deferred revenue, net of current portion | 13,152 | 11,954 |
| Deferred taxes, net | Deferred taxes, net | 44,252 | 50,939 |

| | | | |
|---|---|---------------------|---------------------|
| Convertible senior notes, net | Convertible senior notes, net | 1,537,833 | 1,535,288 |
| Commitments and contingencies (Note 11) | | | |
| Commitments and contingencies (Note 14) | | | |
| Stockholders' equity: Stockholders' equity: | | | |
| Common stock, \$0.001 par value; 300,000,000 shares authorized; 165,557,305 shares and 162,840,360 shares issued and outstanding as of September 30, 2023 and December 31, 2022, respectively | | | |
| Common stock, \$0.001 par value; 300,000,000 shares authorized; 169,314,029 shares and 166,658,253 shares issued and outstanding as of March 31, 2024 and December 31, 2023, respectively | | | |
| Common stock, \$0.001 par value; 300,000,000 shares authorized; 169,314,029 shares and 166,658,253 shares issued and outstanding as of March 31, 2024 and December 31, 2023, respectively | | | |
| Common stock, \$0.001 par value; 300,000,000 shares authorized; 169,314,029 shares and 166,658,253 shares issued and outstanding as of March 31, 2024 and December 31, 2023, respectively | | | |
| Additional paid-in capital | Additional paid-in capital | 17,535,169 | 17,358,645 |
| Accumulated deficit | Accumulated deficit | (15,199,765) | (15,008,287) |
| Accumulated other comprehensive loss | Accumulated other comprehensive loss | (41,520) | (42,776) |
| Total stockholders' equity | Total stockholders' equity | 2,294,050 | 2,307,745 |
| Total liabilities and stockholders' equity | Total liabilities and stockholders' equity | \$ 4,327,973 | \$ 4,345,355 |

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 | | Nine Months Ended | | |
|---------------------------|--------------------|------|-------------------|------|---------------------------|
| | September 30, | | September 30, | | |
| | 2023 | 2022 | 2023 | 2022 | |
| Three Months Ended | | | | | Three Months Ended |
| March 31, | | | | | March 31, |

| | 2024 | | | | | 2024 | 2023 |
|--|--|------------|------------|--------------|--------------|------|------|
| Revenue | Revenue | \$ 660,238 | \$ 611,402 | \$ 1,941,888 | \$ 1,769,131 | | |
| Expenses: | Expenses: | | | | | | |
| Cost of revenue (exclusive of depreciation and amortization, which is shown separately below) | 185,960 | 185,619 | 566,607 | 555,114 | | | |
| 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) | | | | | | | |
| Operating expenses: | Operating expenses: | | | | | | |
| Advertising and marketing | | | | | | | |
| Advertising and marketing | | | | | | | |
| Advertising and marketing | Advertising and marketing | 186,152 | 178,920 | 541,698 | 477,094 | | |
| Sales | Sales | 52,309 | 54,634 | 160,329 | 170,893 | | |
| Technology and development | Technology and development | 84,289 | 84,590 | 258,583 | 250,698 | | |
| General and administrative | General and administrative | 115,716 | 112,090 | 355,702 | 330,011 | | |
| Acquisition, integration, and transformation costs | Acquisition, integration, and transformation costs | 5,824 | 1,594 | 16,848 | 8,993 | | |
| Restructuring costs | Restructuring costs | 411 | 3,677 | 16,043 | 3,677 | | |
| Depreciation and amortization | 94,302 | 62,008 | 239,550 | 180,312 | | | |
| Goodwill impairment | 0 | 0 | 0 | 9,630,000 | | | |
| Amortization of intangible assets | | | | | | | |
| Depreciation of property and equipment | | | | | | | |
| Total expenses | Total expenses | 724,963 | 683,132 | 2,155,360 | 11,606,792 | | |
| Loss from operations | Loss from operations | (64,725) | (71,730) | (213,472) | (9,837,661) | | |
| Interest income | Interest income | (12,606) | (4,803) | (33,075) | (6,192) | | |
| Interest expense | Interest expense | 5,646 | 6,149 | 16,744 | 17,355 | | |
| Other expense (income), net | Other expense (income), net | 1,792 | 1,571 | (2,908) | 2,607 | | |
| Loss before provision for income taxes | Loss before provision for income taxes | (59,557) | (74,647) | (194,233) | (9,851,431) | | |
| Provision for income taxes | Provision for income taxes | (2,484) | (1,171) | (2,755) | (1,971) | | |

| | | | | | |
|--|--|-------------|-------------|--------------|----------------|
| Net loss | Net loss | (57,073) | (73,476) | (191,478) | (9,849,460) |
| Other comprehensive income (loss), net of tax: | | | | | |
| Currency translation adjustment and other | | | | | |
| | | (2,740) | (19,402) | 1,256 | (42,981) |
| Other comprehensive loss, net of tax: | | | | | |
| Currency translation adjustment | | | | | |
| Currency translation adjustment | | | | | |
| Currency translation adjustment | | | | | |
| Comprehensive loss | Comprehensive loss | \$ (59,813) | \$ (92,878) | \$ (190,222) | \$ (9,892,441) |
| Net loss per share, basic and diluted | Net loss per share, basic and diluted | \$ (0.35) | \$ (0.45) | \$ (1.17) | \$ (61.09) |
| 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 | 165,119,379 | 161,727,962 | 164,079,194 | 161,217,033 |
| 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 | | | | | |
| | | | | 167,730,746 | 162,922,691 |

See accompanying notes to unaudited condensed consolidated financial statements.

TELADOC HEALTH, INC.

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

| | Accumulated | | | | | |
|-----------------------------|--------------|--------|--------------|-----------------|---------------|---------------|
| | Common Stock | | Additional | | Other | Total |
| | | | Paid-In | Accumulated | Comprehensive | Stockholders' |
| | Shares | Amount | Capital | Deficit | Gain (Loss) | Equity |
| Balance as of June 30, 2023 | 164,877,180 | \$ 165 | \$17,476,451 | \$ (15,142,692) | \$ (38,780) | \$ 2,295,144 |

| | | | | | | | |
|---|---|-------------|--------|---------------|-----------------|-------------|---------------|
| Issuance of common stock upon vesting of restricted stock units | Issuance of common stock upon vesting of restricted stock units | 586,270 | 1 | (1) | 0 | 0 | 0 |
| Issuance of stock under employee stock purchase plan | | 0 | 0 | 0 | 0 | 0 | 0 |
| Stock-based compensation | Stock-based compensation | 0 | 0 | 57,973 | 0 | 0 | 57,973 |
| Other comprehensive loss, net of tax | Other comprehensive loss, net of tax | 0 | 0 | 0 | 0 | (2,740) | (2,740) |
| Net loss | Net loss | 0 | 0 | 0 | (57,073) | 0 | (57,073) |
| | | | | | | | |
| Balances as of September 30, 2023 | | 165,557,305 | \$ 166 | \$ 17,535,169 | \$ (15,199,765) | \$ (41,520) | \$ 2,294,050 |
| | | | | | | | |
| Balances as of March 31, 2024 | | | | | | | |
| | | | | | | | |
| Balance as of December 31, 2022 | | | | | | | |
| | | | | | | | |
| Balance as of December 31, 2022 | | | | | | | |
| | | | | | | | |
| Balance as of December 31, 2022 | Balance as of December 31, 2022 | 162,840,360 | \$ 163 | \$ 17,358,645 | \$ (15,008,287) | \$ (42,776) | \$ 2,307,745 |
| | | | | | | | |
| Exercise of stock options | Exercise of stock options | 171,888 | 0 | 1,423 | 0 | 0 | 1,423 |
| Issuance of common stock upon vesting of restricted stock units | Issuance of common stock upon vesting of restricted stock units | 2,273,321 | 3 | (3) | 0 | 0 | 0 |
| | | | | | | | |
| Issuance of stock under employee stock purchase plan | | 271,736 | 0 | 5,790 | 0 | 0 | 5,790 |
| Stock-based compensation | Stock-based compensation | 0 | 0 | 169,314 | 0 | 0 | 169,314 |
| Other comprehensive income, net of tax | Other comprehensive income, net of tax | 0 | 0 | 0 | 0 | 1,256 | 1,256 |
| Net loss | Net loss | 0 | 0 | 0 | (191,478) | 0 | (191,478) |
| | | | | | | | |
| Balances as of September 30, 2023 | | 165,557,305 | \$ 166 | \$ 17,535,169 | \$ (15,199,765) | \$ (41,520) | \$ 2,294,050 |
| | | | | | | | |
| Balance as of June 30, 2022 | | 161,892,008 | \$ 162 | \$ 17,239,092 | \$ (11,124,740) | \$ (29,864) | \$ 6,084,650 |
| | | | | | | | |
| Exercise of stock options | | 125,039 | 0 | 666 | 0 | 0 | 666 |
| Issuance of common stock upon vesting of restricted stock units | | 178,743 | 0 | 0 | 0 | 0 | 0 |
| Stock-based compensation | | 0 | 0 | 60,223 | 0 | | 60,223 |
| Other comprehensive loss, net of tax | | 0 | 0 | 0 | 0 | (19,402) | (19,402) |
| Net loss | | 0 | 0 | 0 | (73,476) | 0 | (73,476) |
| | | | | | | | |
| Balances as of September 30, 2022 | | 162,195,790 | \$ 162 | \$ 17,299,981 | \$ (11,198,216) | \$ (49,266) | \$ 6,052,661 |
| | | | | | | | |
| Balance as of December 31, 2021 | | 160,469,325 | \$ 160 | \$ 17,473,336 | \$ (1,421,454) | \$ (6,285) | \$ 16,045,757 |
| | | | | | | | |
| Cumulative effect adjustment due to adoption of ASU 2020-06 | | 0 | 0 | (363,731) | 72,698 | 0 | (291,033) |
| | | | | | | | |
| Exercise of stock options | | 552,400 | 1 | 5,645 | 0 | 0 | 5,646 |
| | | | | | | | |
| Issuance of common stock upon vesting of restricted stock units | | 1,025,363 | 1 | (1) | 0 | 0 | 0 |

| | | | | | | |
|---|--------------------|---------------|---------------------|-----------------------|--------------------|---------------------|
| Issuance of stock under employee stock purchase plan | 148,609 | 0 | 4,225 | 0 | 0 | 4,225 |
| Issuance of common stock for 2025 Notes | 93 | 0 | 7 | 0 | 0 | 7 |
| Equity portion of extinguishment of 2025 Notes | 0 | 0 | (2) | 0 | 0 | (2) |
| Stock-based compensation | 0 | 0 | 180,502 | 0 | 0 | 180,502 |
| Other comprehensive loss, net of tax | 0 | 0 | 0 | 0 | (42,981) | (42,981) |
| Net loss | 0 | 0 | 0 | (9,849,460) | 0 | (9,849,460) |
| Balance as of September 30, 2022 | <u>162,195,790</u> | <u>\$ 162</u> | <u>\$17,299,981</u> | <u>\$(11,198,216)</u> | <u>\$ (49,266)</u> | <u>\$ 6,052,661</u> |
| Balance as of March 31, 2023 | | | | | | |

See accompanying notes to unaudited condensed consolidated financial statements.

TELADOC HEALTH, INC.

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

| | Nine Months Ended September 30, | |
|--|------------------------------------|----------------|
| | 2023 | 2022 |
| Cash flows from operating activities: | | |
| Net loss | \$ (191,478) | \$ (9,849,460) |
| Adjustments to reconcile net loss to net cash flows from operating activities: | | |
| Goodwill impairment | 0 | 9,630,000 |
| Depreciation and amortization | 239,550 | 180,312 |
| Depreciation of rental equipment | 1,965 | 2,185 |
| Amortization of right-of-use assets | 8,325 | 9,266 |
| Provision for allowances for doubtful accounts | 4,935 | 8,867 |
| Stock-based compensation | 154,727 | 167,098 |
| Deferred income taxes | (6,658) | (5,942) |
| Accretion of interest | 2,545 | 2,496 |
| Other, net | 5,251 | 3,677 |
| Changes in operating assets and liabilities: | | |
| Accounts receivable | (696) | (45,267) |
| Prepaid expenses and other current assets | 14,070 | (39,177) |
| Inventory | 18,246 | 13,709 |
| Other assets | (18,362) | (22,854) |
| Accounts payable | (21,670) | 24,067 |
| Accrued expenses and other current liabilities | 17,075 | 70,046 |
| Accrued compensation | 433 | (32,028) |
| Deferred revenue | (1,261) | 12,311 |
| Operating lease liabilities | (7,133) | (8,111) |
| Other liabilities | 75 | 2,548 |
| Net cash provided by operating activities | 219,939 | 123,743 |
| Cash flows from investing activities: | | |
| Capital expenditures | (10,060) | (10,285) |
| Capitalized software | (109,781) | (108,588) |

| | | |
|--|--------------|------------|
| Proceeds from marketable securities | 0 | 2,507 |
| Other, net | 0 | 2,514 |
| Net cash used in investing activities | (119,841) | (113,852) |
| Cash flows from financing activities: | | |
| Net proceeds from the exercise of stock options | 1,423 | 5,646 |
| Proceeds from employee stock purchase plan | 8,597 | 3,386 |
| Cash received for withholding taxes on stock-based compensation, net | 2,609 | 594 |
| Other, net | 0 | (7,510) |
| Net cash provided by financing activities | 12,629 | 2,116 |
| Net increase in cash and cash equivalents | 112,727 | 12,007 |
| Effect of foreign currency exchange rate changes | (382) | (5,856) |
| Cash and cash equivalents at beginning of the period | 918,182 | 893,480 |
| Cash and cash equivalents at end of the period | \$ 1,030,527 | \$ 899,631 |
| Income taxes paid | \$ 6,317 | \$ 901 |
| Interest paid | \$ 8,687 | \$ 8,688 |

| | Three Months Ended | |
|--|--------------------|-------------|
| | March 31, | |
| | 2024 | 2023 |
| Cash flows from operating activities: | | |
| Net loss | \$ (81,889) | \$ (69,228) |
| Adjustments to reconcile net loss to net cash flows from operating activities: | | |
| Amortization of intangible assets | 95,057 | 66,860 |
| Depreciation of property and equipment | 2,834 | 2,923 |
| Amortization of right-of-use assets | 2,614 | 3,056 |
| Provision for allowances for doubtful accounts | 86 | 3,794 |
| Stock-based compensation | 42,325 | 46,038 |
| Deferred income taxes | (1,600) | (355) |
| Other, net | 1,403 | 3,244 |
| Changes in operating assets and liabilities: | | |
| Accounts receivable | 2,133 | (14,046) |
| Prepaid expenses and other current assets | (23,691) | (6,165) |
| Inventory | (3,091) | 10,000 |
| Other assets | 1,009 | (9,939) |
| Accounts payable | (5,870) | (9,132) |
| Accrued expenses and other current liabilities | 25,185 | 15,452 |
| Accrued compensation | (51,973) | (32,265) |
| Deferred revenue | 7,297 | 5,648 |
| Operating lease liabilities | (2,861) | (2,858) |
| Other liabilities | (48) | 129 |
| Net cash provided by operating activities | 8,920 | 13,156 |
| Cash flows from investing activities: | | |
| Capital expenditures | (1,149) | (2,363) |
| Capitalized software development costs | (34,363) | (43,261) |
| Net cash used in investing activities | (35,512) | (45,624) |
| Cash flows from financing activities: | | |
| Net proceeds from the exercise of stock options | 131 | 296 |
| Proceeds from employee stock purchase plan | 1,516 | 2,731 |
| Cash received for withholding taxes on stock-based compensation, net | 106 | 496 |

| | | |
|--|--------------|------------|
| Other, net | (2) | (170) |
| Net cash provided by financing activities | 1,751 | 3,353 |
| Net decrease in cash and cash equivalents | (24,841) | (29,115) |
| Effect of foreign currency exchange rate changes | (899) | (488) |
| Cash and cash equivalents at beginning of the period | 1,123,675 | 918,182 |
| Cash and cash equivalents at end of the period | \$ 1,097,935 | \$ 888,579 |
| Income taxes (refunded) paid, net | \$ (245) | \$ 346 |
| Interest paid | \$ — | \$ 194 |
| Supplemental disclosure of non-cash investing activities | | |
| Accruals related to Property and equipment, net and Intangible assets, net | \$ 3,673 | \$ 5,516 |

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, **focusing on** forging a new healthcare experience with better convenience, outcomes, and **value around the world.** **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 **nine** **three** months ended **September 30, 2023** **March 31, 2024** and **2022, 2023**, in the opinion of management, reflect all adjustments (consisting of normal recurring accruals) necessary for a fair presentation of the **condensed consolidated results** **Condensed Consolidated Results** of **operations, 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, 2022** **December 31, 2023** (the **2022** **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 activities of the THMG Association and funds and absorbs all losses of the VIE and appropriately consolidates the THMG Association.

Total revenue and net loss for the VIE were **\$56.1 million** **\$70.0 million** and **\$0.0 million**, and **\$57.5 million** **\$61.6 million** and **\$1.1 million** **\$0.0 million** for the three months ended **September 30, 2023** **March 31, 2024** and **2022**, respectively. Total revenue and net loss for the VIE were **\$176.6 million** and **\$0.0 million**, and **\$176.9 million** and **\$3.9 million**, for the nine months ended **September 30, 2023** and **2022, 2023**, respectively. The VIE's total assets, all of which were current, were **\$263.5 million** **\$21.4 million** and **\$106.7 million** **\$20.6 million** at **September 30, 2023** **March 31, 2024** and **December 31, 2022** **December 31, 2023**, respectively. The VIE's total liabilities, all of which were current, were **\$312.1 million** **\$70.0 million**

and \$143.8 million \$69.2 million at September 30, 2023 March 31, 2024 and December 31, 2022 December 31, 2023, respectively. The VIE's total stockholders' deficit was \$48.6 million and \$37.1 million \$48.6 million at September 30, 2023 March 31, 2024 and December 31, 2022 December 31, 2023, respectively.

All intercompany transactions and balances have been eliminated.

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

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 value of goodwill, 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 and claims adjustments) 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 2022 Form 10-K. 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 Adopted Issued Accounting Standards

In September 2022, November 2023, the financial accounting standards board FASB issued Accounting Standards Update ("ASU" ("ASU") 2022-04, "Liabilities – Supplier Finance Programs (Subtopic 405-50) – Disclosure of Supplier Finance Program Obligations," 2023-07, "Segment Reporting (Topic 280) – Improvements to provide guidance on Report Segment Disclosures" which updates reportable segment disclosure requirements for supplier finance programs and improve information transparency by requiring the disclosure of key terms of the program, amounts outstanding primarily through enhanced disclosures about significant segment expenses so that remain unpaid, a description of where those amounts investors can better understand an entity's overall performance. The amendments are presented in the balance sheet, and a roll forward of any outstanding obligations. ASU 2022-04 is effective for annual reporting periods including beginning after December 15, 2023, and interim periods, therein, beginning after December 15, 2022 December 15, 2024, except for with early adoption permitted. The provisions of ASU 2023-07 are to be applied retrospectively to all periods presented in the amendment financial statements, unless it is impracticable. The segment expense categories and amounts disclosed in the prior periods should be based on roll forward information, which the significant segment expense categories identified and disclosed in the period of adoption. 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 fiscal years annual periods beginning after December 15, 2023, December 15, 2024 on a prospective basis with early adoption permitted. The adoption Company is currently evaluating the impact of ASU 2022-04 did not have any impact 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 Company's financial information, 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 members who utilize the Company's solutions, 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 when disaggregated revenue is presented in the financial statements. 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):

| Revenue by Type | Three Months Ended | | | | Nine Months Ended | | | |
|-----------------------------|--------------------|-------------------|---------------------|---------------------|-------------------|------|------|------|
| | September 30, | | | | September 30, | | | |
| | 2023 | 2022 | 2023 | 2022 | 2023 | 2022 | 2023 | 2022 |
| Access fees | \$ 582,070 | \$ 540,079 | \$ 1,708,601 | \$ 1,550,146 | | | | |
| Other | 78,168 | 71,323 | 233,287 | 218,985 | | | | |
| Total Revenue | \$ 660,238 | \$ 611,402 | \$ 1,941,888 | \$ 1,769,131 | | | | |
| Revenue by Geography | | | | | | | | |
| U.S. Revenue | \$ 569,322 | \$ 534,013 | \$ 1,672,770 | \$ 1,546,599 | | | | |
| International Revenue | 90,916 | 77,389 | 269,118 | 222,532 | | | | |
| Total Revenue | \$ 660,238 | \$ 611,402 | \$ 1,941,888 | \$ 1,769,131 | | | | |

During the fourth quarter of 2022, the Company refined its definition of other revenue to capture revenues associated with visit fee, virtual healthcare device equipment sales, and its hosted virtual healthcare platform. Prior period amounts have been recast to conform with the current presentation.

| Revenue by Type | Three Months Ended | | | |
|-----------------------------|--------------------|-------------------|------|------|
| | March 31, | | | |
| | 2024 | 2023 | 2024 | 2023 |
| Access fees | \$ 557,174 | \$ 550,870 | | |
| Other | 88,957 | 78,374 | | |
| Total Revenue | \$ 646,131 | \$ 629,244 | | |
| Revenue by Geography | | | | |
| U.S. Revenue | \$ 547,600 | \$ 541,662 | | |
| International Revenue | 98,531 | 87,582 | | |
| Total Revenue | \$ 646,131 | \$ 629,244 | | |

Deferred Revenue

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

Deferred revenue, current plus long-term, was \$112.3 million at September 30, 2023, a net decrease of \$1.4 million from December 31, 2022, and \$111.3 million at September 30, 2022, a net increase of \$9.3 million from December 31, 2021. These changes were driven by increased cash payments received in advance of satisfying performance obligations, offset by revenue recognized that had been included in the

The following table summarizes deferred revenue balance at the beginning of the period. The amount of revenue recognized in activities for the periods that was included in the opening current deferred revenue was \$88.6 million and \$68.2 million for the nine months ended September 30, 2023 and 2022, respectively, presented (in thousands):

| | Three Months Ended | |
|--------------------|--------------------------|--------------------------|
| | March 31, | |
| | 2024 | 2023 |
| Beginning balance | \$ 109,283 | \$ 113,786 |
| Cash collected | 63,061 | 67,242 |
| Revenue recognized | (56,113) | (61,697) |
| Ending balance | <u><u>\$ 116,231</u></u> | <u><u>\$ 119,331</u></u> |

The Company expects to recognize ~~\$65.3 million~~ \$94.0 million of revenue throughout the remainder of ~~2023~~, \$36.1 million 2024, ~~\$17.3 million~~ of revenue in the year ending December 31, 2024 December 31, 2025, and the remaining balance thereafter related to future performance obligations that are unsatisfied or partially unsatisfied as of ~~September 30, 2023~~ March 31, 2024.

Deferred Device and Contract Costs

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

| | As of | | |
|--|--|------------------------|------------------------|
| | September | As of | |
| | 30, | December | |
| | 2023 | 2022 | |
| | As of March | | |
| | 31, | | As of March 31, |
| | 2024 | | 2024 |
| Deferred device and contract costs, current | Deferred device and contract costs, current | \$31,352 | \$29,956 |
| Deferred device and contract costs, noncurrent | Deferred device and contract costs, noncurrent | 17,999 | 8,404 |
| Total deferred device and contract costs | Total deferred device and contract costs | <u><u>\$49,351</u></u> | <u><u>\$38,360</u></u> |

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

| | Deferred Device and Contract Costs |
|--|---------------------------------------|
| Beginning balance as of December 31, 2022 | \$ 38,360 |
| December 31, 2023 | 50,276 |
| Additions | 45,567 |
| Cost of revenue recognized | 12,239 |
| | (34,576) |
| Ending balance as of September 30, 2023 | \$ 49,351 |
| March 31, 2024 | 51,543 |

Note 4. Fair Value Measurements

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

The Company measures its financial assets and liabilities at fair value at each reporting period using a fair value hierarchy that requires it to maximize the use of observable inputs and minimize the use of unobservable inputs when measuring fair value.

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.

The following tables present information about the Company's assets and liabilities that are measured at fair value on a recurring basis using the above input categories (in thousands):

| | September 30, 2023 | | |
|----------------------------------|--------------------|-----------|---------|
| | Level 1 | | Level 2 |
| | \$ | 1,030,527 | \$ 0 |
| Cash and cash equivalents | | | |
| | December 31, 2022 | | |
| | Level 1 | | Level 2 |
| | \$ | 918,182 | \$ 0 |
| Cash and cash equivalents | | | |

There were no transfers between fair value measurement levels during any of the periods presented.

Note 5. Inventories

Inventories consisted of the following (in thousands):

| | As of September 30, 2023 | As of December 31, 2022 | | |
|-----------------------------------|-----------------------------------|-----------------------------------|----------------------|-------------------------|
| | As of March 31, 2024 | As of March 31, 2024 | | |
| Raw materials and purchased parts | Raw materials and purchased parts | Raw materials and purchased parts | As of March 31, 2024 | As of December 31, 2023 |
| | \$ 23,854 | \$ 30,126 | | |

| | | | |
|-------------------|-------------------|-----------------|-----------------|
| Work in process | Work in process | 902 | 433 |
| Finished goods | Finished goods | 18,847 | 31,977 |
| Inventory reserve | | (7,687) | (6,194) |
| Total inventories | Total inventories | <u>\$35,916</u> | <u>\$56,342</u> |

Note 6.5. Prepaid Expenses and Other Current Assets

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

| | As of September 30, 2023 | As of December 31, 2022 | As of March 31, 2024 | As of December 31, 2023 |
|---|---|-------------------------|----------------------|-------------------------|
| | 30, | 31, | | |
| | 2023 | 2022 | | |
| Prepaid expenses | Prepaid expenses | \$ 62,248 | \$ 63,159 | |
| Deferred device and contract costs, current | Deferred device and contract costs, current | 31,352 | 29,956 | |
| Other receivables | Other receivables | 12,875 | 25,091 | |
| Other current assets | Other current assets | 8,307 | 12,104 | |
| Total prepaid expenses and other current assets | Total prepaid expenses and other current assets | <u>\$114,782</u> | <u>\$130,310</u> | |

Note 7.6. Goodwill

Goodwill consisted of the following (in thousands):

| | Teladoc Health Integrated | | |
|--|---------------------------|--------------|--------------|
| | Care | BetterHelp | Total |
| Balance as of December 31, 2022 and September 30, 2023 | \$ 0 | \$ 1,073,190 | \$ 1,073,190 |

| | Teladoc Health Integrated | | |
|--|---------------------------|--------------|--------------|
| | Care | BetterHelp | Total |
| Balance as of December 31, 2023 and March 31, 2024 | \$ — | \$ 1,073,190 | \$ 1,073,190 |

Goodwill The Company performed a qualitative assessment of goodwill for its BetterHelp reporting unit as of October 1, 2023. As part of the Company's qualitative analysis, it considered the performance of the reporting unit compared to expectations, forecasts for revenue and margin, macroeconomic conditions, industry and market trends, as well as other relevant entity-specific items. Based on this qualitative assessment, no indicators of impairment were identified. While it is net of accumulated impairment losses of \$13.4 billion, of which \$12.3 billion was recognized prior to believed that the assumptions used were reasonable, changes in these assumptions for the BetterHelp reporting unit, including

lowering forecasts for revenue and margin, lowering the long-term growth rate, or changes in the future discount rate assumptions, could result in a future impairment. In addition, if the Company reorganizes experiences sustained significant decreases in its reporting structure share price, this may also result in the need to include two reportable segments on October 1, 2022 perform impairment assessments of goodwill and \$1.1 billion was recognized on the goodwill assigned to the Teladoc Health Integrated Care segment.

long-lived assets including definite-lived intangibles that could also result in future impairments.

Note 8.7. Intangible Assets, Net and Certain Cloud Computing Costs

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

| | | Useful Life | Accumulated Amortization | Net Carrying Value | Weighted Average Remaining Useful Life | |
|------------------------|------------------------|---------------------|--------------------------|--------------------|--|-------------|
| | | | | | (Years) | |
| September 30, 2023 | | | | | | |
| | | Useful Life | | | Useful Life | Gross Value |
| March 31, 2024 | | | | | | |
| Client relationships | Client relationships | 2 years to 20 years | | | | |
| Client relationships | Client relationships | 2 years to 20 years | \$1,456,027 | \$(364,027) | \$1,092,000 | 12.7 |
| Trademarks | Trademarks | 2 years to 15 years | 324,675 | (156,655) | 168,020 | 6.8 |
| Software | Software | 3 years to 5 years | 416,417 | (137,176) | 279,241 | 2.5 |
| Technology | Technology | 4 years to 7 years | 341,672 | (152,631) | 189,041 | 3.9 |
| Acquired technology | | | | | 4 to 7 years | |
| Intangible assets, net | Intangible assets, net | | \$2,538,791 | \$(810,489) | \$1,728,302 | 9.5 |
| December 31, 2022 | | | | | | |
| December 31, 2023 | | | | | | |
| Client relationships | Client relationships | 2 years to 20 years | | | | |
| Client relationships | Client relationships | 2 years to 20 years | \$1,458,384 | \$(291,993) | \$1,166,391 | 13.5 |
| Trademarks | Trademarks | 2 years to 15 years | 325,171 | (98,303) | 226,868 | 7.0 |

| | | | | | | | | | | | |
|------------------------|------------------------|--------------------|-------------|-------------|-------------|------|------------------------|--------------|-------------|-----------|-----------|
| Software | Software | 3 years to 5 years | 294,629 | (78,373) | 216,256 | 2.7 | Software | 3 to 5 years | 456,583 | (161,108) | (161,108) |
| Technology | Technology | 4 years to 7 years | 343,067 | (115,817) | 227,250 | 4.7 | Acquired technology | 4 to 7 years | 341,814 | (165,318) | |
| Intangible assets, net | Intangible assets, net | | \$2,421,251 | \$(584,486) | \$1,836,765 | 10.4 | Intangible assets, net | | \$2,584,733 | \$ | \$(9) |
| | | | | | | | | | | | |

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

| | Three Months Ended | | | | Nine Months Ended | | | |
|---|--------------------|-----------|---------------|------------|-------------------|------|---------------|------|
| | September 30, | | September 30, | | September 30, | | September 30, | |
| | 2023 | 2022 | 2023 | 2022 | 2023 | 2022 | 2023 | 2022 |
| Acquired intangibles | \$ 69,189 | \$ 48,676 | \$ 172,210 | \$ 148,327 | | | | |
| Capitalized software | 22,645 | 9,524 | 58,995 | 23,176 | | | | |
| Amortization of intangible assets expense | \$ 91,834 | \$ 58,200 | \$ 231,205 | \$ 171,503 | | | | |

| | Three Months Ended | | | |
|--|--------------------|-----------|-----------|------|
| | September 30, | | March 31, | |
| | 2024 | 2023 | 2024 | 2023 |
| Amortization of acquired intangibles | \$ 64,181 | \$ 50,259 | | |
| Amortization of capitalized software development costs | 30,876 | 16,601 | | |
| Amortization of intangible assets expense | \$ 95,057 | \$ 66,860 | | |

During the **three months ended September 30, 2023** **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 years second half of the year ending December 31, 2023 and 2024, with corresponding reductions continuing thereafter**. The change in accounting estimate resulted in additional amortization of **intangible assets expense** of \$18.6 million, or \$0.11 per basic and diluted share for **both the three and nine months ended September 30, 2023** **March 31, 2024**.

Periodic amortization of **intangible assets** that will be charged to expense over the remaining life of the intangible assets as of **September 30, 2023** **March 31, 2024** was as follows (in thousands):

| Years Ending December 31, | Years Ending December 31, | |
|---------------------------|---------------------------|--------------|
| 2023 | | \$ 100,248 |
| 2024 | | |
| 2024 | 2024 | 344,537 |
| 2025 | 2025 | 260,330 |
| 2026 | 2026 | 199,008 |
| 2027 and thereafter | | 824,179 |
| | | \$ 1,728,302 |
| 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 "Other assets" within the balance sheets, Company's Consolidated Balance Sheets. As of September 30, 2023 March 31, 2024 and December 31, 2022 December 31, 2023, those costs were \$38.2 million \$42.0 million and \$25.4 million \$41.1 million, respectively. The associated expense for cloud computing costs, which is amortized recorded in general and administration expense, was \$1.2 million and was \$0.6 million and \$0.6 million \$0.8 million for the three months ended September 30, 2023 March 31, 2024 and 2022, respectively, and was \$2.4 million and \$1.1 million for the nine months ended September 30, 2023 and 2022, 2023, respectively.

Note 9.8. Accrued Expenses and Other Current Liabilities

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

| | As of September 30, 2023 | As of December 31, 2022 | |
|---|-----------------------------------|----------------------------------|----------------------------|
| | As of March 31, 2024 | | As of March 31, 2024 |
| | | | As of December 31, 2023 |
| Client performance guarantees and accrued rebates | | | |
| Marketing and advertising | | | |
| Consulting fees/provider fees | | | |
| Franchise, sales and other taxes | | | |
| Operating lease liabilities – current | | | |
| Professional fees | Professional fees | \$ 9,235 | \$ 10,152 |
| Consulting fees/provider fees | | 17,598 | 16,407 |
| Client performance guarantees and accrued rebates | | 31,615 | 18,687 |
| Information technology | | | |
| Insurance | | | |
| Interest payable | Interest payable | 5,781 | 1,480 |
| Income tax payable | Income tax payable | 757 | 3,817 |
| Insurance | | 4,662 | 5,981 |
| Staff augmentation | | | |

| | | | | | |
|---------------------------------------|----------------------|------------------|------------------|--|--|
| Lease abandonment | Lease abandonment | | | | |
| obligation - current | obligation - current | 5,650 | 3,247 | | |
| Marketing and advertising | | 43,078 | 35,055 | | |
| Operating lease liabilities – current | | 10,787 | 13,592 | | |
| Franchise and sales taxes | | 17,086 | 10,183 | | |
| Staff augmentation | | 4,006 | 3,391 | | |
| Other | Other | 42,298 | 46,701 | | |
| Total | Total | \$192,553 | \$168,693 | | |

Note 10.9. Convertible Senior Notes

Outstanding Convertible Senior Notes

As of **September 30, 2023** **March 31, 2024**, the Company had three series of convertible senior notes outstanding. The issuances of such notes originally consisted of (i) \$1.0 billion aggregate principal amount of 1.25% convertible senior notes due 2027 (the "2027 Notes"), issued on May 19, 2020 for net proceeds to the Company of \$975.9 million after deducting offering costs of approximately \$24.1 million, (ii) \$287.5 million aggregate principal amount of 1.375% convertible senior notes due 2025 (the "2025 Notes"), issued on May 8, 2018 for net proceeds to the Company of \$279.1 million after deducting offering costs of approximately \$8.4 million, and (iii) \$550.0 million aggregate principal amount of 0.875% convertible senior notes due 2025 that were issued by Livongo Health, Inc. ("Livongo") on June 4, 2020 for which the Company agreed to assume all of Livongo's rights and obligations (the "Livongo Notes," and together with the 2027 Notes and the 2025 Notes, the "Notes").

The following table presents certain terms of the Notes that were outstanding as of **September 30, 2023** **March 31, 2024**:

| | 2027 Notes | 2025 Notes | Livongo Notes |
|---|------------------|-------------------|---------------|
| Principal Amount Outstanding as of September 30, 2023 (in millions) | \$ 1,000.0 | \$ 0.7 | \$ 550.0 |
| Interest Rate Per Year | 1.25 % | 1.375 % | 0.875 % |
| Fair Value as of September 30, 2023 (in millions) (1) | \$ 796.9 | \$ 0.3 | \$ 502.6 |
| Fair Value as of December 31, 2022 (in millions) (1) | \$ 768.2 | \$ 0.3 | \$ 480.6 |
| Maturity Date | June 1, 2027 | May 15, 2025 | June 1, 2025 |
| Optional Redemption Date | June 5, 2024 | May 22, 2022 | June 5, 2023 |
| Conversion Date | December 1, 2026 | November 15, 2024 | March 1, 2025 |
| Conversion Rate Per \$1,000 Principal Amount as of September 30, 2023 | 4.1258 | 18.6621 | 13.9400 |
| Remaining Contractual Life as of September 30, 2023 | 3.7 years | 1.6 years | 1.7 years |

| | 2027 Notes | 2025 Notes | Livongo Notes |
|---|------------------|-------------------|---------------|
| Principal Amount Outstanding as of March 31, 2024 (in millions) | \$ 1,000.0 | \$ 0.7 | \$ 550.0 |
| Interest Rate Per Year | 1.25 % | 1.375 % | 0.875 % |
| Fair Value as of March 31, 2024 (in millions) (1) | \$ 843.0 | \$ 0.2 | \$ 519.8 |
| Fair Value as of December 31, 2023 (in millions) (1) | \$ 822.0 | \$ 0.3 | \$ 513.7 |
| Maturity Date | June 1, 2027 | May 15, 2025 | June 1, 2025 |
| Optional Redemption Date | June 5, 2024 | May 22, 2022 | June 5, 2023 |
| Conversion Date | December 1, 2026 | November 15, 2024 | March 1, 2025 |
| Conversion Rate Per \$1,000 Principal Amount as of March 31, 2024 | 4.1258 | 18.6621 | 13.9400 |
| Remaining Contractual Life as of March 31, 2024 | 3.2 years | 1.1 years | 1.2 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 are would be classified as Level 2 within the fair value hierarchy, as defined in Note 4. "Fair Value Measurements. 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 ten 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](#). [Condensed Consolidated Balance Sheets](#). The Company has reserved an aggregate of 8.7 million shares of common stock for the Notes.

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

| As of September 30, 2023 | As of December 31, 2022 |
|-----------------------------------|-------------------------------|
|-----------------------------------|-------------------------------|

| | | As of March 31, 2024 | | As of March 31, 2024 | | As of December 31, 2023 | |
|----------------------------------|-----------|----------------------|-------------|----------------------|------|-------------------------|------|
| 2027 | Notes | 2027 | Notes | 2024 | 2024 | 2023 | 2023 |
| Principal | | | | | | | |
| Principal | | | | | | | |
| Principal | Principal | \$1,000,000 | \$1,000,000 | | | | |
| Less: | Less: | | | | | | |
| Debt | Debt | | | | | | |
| discount, discount, | | | | | | | |
| net (1) | net (1) | (12,886) | (15,430) | | | | |
| Net | Net | | | | | | |
| carrying | carrying | | | | | | |
| amount | amount | 987,114 | 984,570 | | | | |
| 2025 | 2025 | | | | | | |
| Notes | Notes | | | | | | |
| 2025 Notes | | | | | | | |
| 2025 Notes | | | | | | | |
| Principal | | | | | | | |
| Principal | | | | | | | |
| Principal | Principal | 725 | 725 | | | | |
| Less: | Less: | | | | | | |
| Debt | Debt | | | | | | |
| discount, discount, | | | | | | | |
| net (1) | net (1) | (6) | (7) | | | | |
| Net | Net | | | | | | |
| carrying | carrying | | | | | | |
| amount | amount | 719 | 718 | | | | |
| Livongo | Livongo | | | | | | |
| Notes | Notes | | | | | | |
| Livongo Notes | | | | | | | |
| Livongo Notes | | | | | | | |
| Principal | | | | | | | |
| Principal | | | | | | | |
| Principal | Principal | 550,000 | 550,000 | | | | |
| Less: | Less: | | | | | | |
| Debt | Debt | | | | | | |
| discount, discount, | | | | | | | |
| net (1) | net (1) | 0 | 0 | | | | |
| Net | Net | | | | | | |
| carrying | carrying | | | | | | |
| amount | amount | 550,000 | 550,000 | | | | |
| Total net | Total net | | | | | | |
| carrying | carrying | | | | | | |
| amount | amount | \$1,537,833 | \$1,535,288 | | | | |
| Total net carrying amount | | | | | | | |
| Total net carrying amount | | | | | | | |

(1) Included in the accompanying **condensed consolidated balance sheets** **Condensed Consolidated Balance Sheets** within convertible senior notes 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 | | Nine Months Ended | | | |
|-------------------------------|-------------------------------|--------------------|-----------------|-------------------|------------------|-------------------------------|-----------------|
| | | September 30, | | September 30, | | | |
| | | Three Months Ended | | | | Three Months Ended | |
| | | March 31, | | March 31, | | March 31, | |
| 2027 Notes | 2027 Notes | 2023 | 2022 | 2023 | 2022 | 2027 Notes | |
| Contractual interest expense | Contractual interest expense | \$ 3,125 | \$ 3,125 | \$ 9,375 | \$ 9,375 | Contractual interest expense | \$ 3,125 |
| Amortization of debt discount | Amortization of debt discount | \$ 851 | \$ 838 | \$ 2,542 | \$ 2,502 | Amortization of debt discount | 858 |
| Total | Total | \$ 3,976 | \$ 3,963 | \$ 11,917 | \$ 11,877 | Total | \$ 3,983 |
| Effective interest rate | Effective interest rate | 1.6 | % 1.6 | % 1.6 | % 1.6 | Effective interest rate | 1.6 |
| | | Three Months Ended | | Nine Months Ended | | | |
| | | September 30, | | September 30, | | | |
| | | Three Months Ended | | | | | |
| | | March 31, | | March 31, | | | |
| 2025 Notes | 2025 Notes | 2023 | 2022 | 2023 | 2022 | 2025 Notes | |
| Contractual interest expense | Contractual interest expense | \$ 2 | \$ 2 | \$ 7 | \$ 7 | Contractual interest expense | \$ 2 |
| Amortization of debt discount | Amortization of debt discount | \$ 1 | \$ 1 | \$ 2 | \$ 2 | Amortization of debt discount | 1 |
| Total | Total | \$ 3 | \$ 3 | \$ 9 | \$ 9 | Total | \$ 3 |
| Effective interest rate | Effective interest rate | 1.8 | % 1.8 | % 1.8 | % 1.8 | Effective interest rate | 1.8 |
| | | Three Months Ended | | Nine Months Ended | | | |
| | | September 30, | | September 30, | | | |
| | | Three Months Ended | | | | | |
| | | March 31, | | March 31, | | | |
| Livongo Notes | Livongo Notes | 2023 | 2022 | 2023 | 2022 | Livongo Notes | |
| Contractual interest expense | Contractual interest expense | \$ 1,203 | \$ 1,203 | \$ 3,609 | \$ 3,609 | Contractual interest expense | \$ 1,203 |
| Amortization of debt discount | Amortization of debt discount | \$ 0 | \$ 0 | \$ 0 | \$ 0 | Amortization of debt discount | — |
| Total | Total | \$ 1,203 | \$ 1,203 | \$ 3,609 | \$ 3,609 | Total | \$ 1,203 |
| Effective interest rate | Effective interest rate | 0.9 | % 0.9 | % 0.9 | % 0.9 | Effective interest rate | 0.9 |

Note 11. 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 nine 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: | As of September 30, 2023 | | As of March 31, 2024 |
|---|--------------------------|-------------------|----------------------|
| | Operating Leases: | Operating Leases: | |
| 2023 | \$ 3,881 | | |
| 2024 | 2024 11,909 | | |
| 2025 | 2025 9,273 | | |
| 2026 | 2026 8,082 | | |
| 2027 | 2027 5,967 | | |
| 2028 and thereafter | 14,674 | | |
| 2028 | | | |
| 2029 and thereafter | | | |
| Total future minimum payments | 53,786 | | |
| Less: imputed interest | (8,646) | | |
| Present value of lease liabilities | \$45,140 | | |
| Accrued expenses and other current liabilities | \$10,787 | | |
| Accrued expenses and other current liabilities | | | |
| Accrued expenses and other current liabilities | | | |
| Operating lease liabilities, net of current portion | \$34,353 | | |

The Company rents certain information systems 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 September 30, 2023 March 31, 2024. See Note. 12, 11, "Restructuring," for further information.

Note 12, 11. Restructuring

The Company has substantially completed the previously reported actions to restructure its operations to reduce operating costs. The Company accounts for restructuring costs in accordance with ASC Subtopic 420-10, "Exit or Disposal Cost Obligations" and ASC Section 360-10-35, "Property, Plant and Equipment-Subsequent Measurement." The costs are recorded to the "Restructuring costs" line item within the Company's 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 to \$16 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 September 30, 2023 March 31, 2024, the Company recorded \$0.4 million \$9.7 million of restructuring costs, of which \$0.2 million \$7.0 million was related to adjustments for severance estimates and \$0.2 million was related to adjustments for estimates related to the reduction of office space. During the nine months ended September 30, 2023, the Company recorded \$16.0 million of restructuring costs, of which \$7.9 million was related to employee transition, severance, payments, employee benefits, and related costs and \$8.1 million \$2.7 million was for other restructuring related to costs associated with office space reductions, including \$4.9 million of right-of-use asset impairment charges. The portion of these amounts expenses that are to be settled by cash disbursements was 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.

During the three months ended March 31, 2023, the Company recorded \$8.1 million of restructuring costs, of which \$7.2 million was related to employee transition, severance, employee benefits, and related costs and \$0.9 million was related to costs associated with office space reductions.

The table below summarizes the accrual and charges incurred and cash payments made with respect to the Company's restructuring, with the severance related portion included in the line item "Accrued compensation" and the lease termination related portion 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 as of September 30, 2023 March 31, 2024 (in thousands):

| | Restructuring Plan | | | | Total |
|-------------------------------------|--------------------|-------------------|-------|--|---------|
| | Severance | Lease Termination | | | |
| Accrued Balance, December 31, 2022 | \$ 796 | \$ 3,247 | \$ | | 4,043 |
| Additions | 7,871 | | 3,309 | | 11,180 |
| Cash payments | (7,345) | | (906) | | (8,251) |
| Accrued Balance, September 30, 2023 | \$ 1,322 | \$ 5,650 | \$ | | 6,972 |

| | Restructuring Plan | | | | Total |
|------------------------------------|--------------------|-------------------|----|-----------|----------|
| | Severance | Lease Termination | | Other (1) | |
| Accrued Balance, December 31, 2023 | \$ — | \$ 3,800 | \$ | — | \$ 3,800 |
| Additional expenses (recoveries) | 6,957 | (14) | | 2,730 | 9,673 |
| Cash payments | (6,769) | (297) | | (953) | (8,019) |
| Accrued Balance, March 31, 2024 | \$ 188 | \$ 3,489 | \$ | 1,777 | \$ 5,454 |

(1) Reflects amounts paid to other restructuring related costs.

Note 13, 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 14,658,357 8,768,512 shares available for grant under the 2023 Plans at September 30, 2023 March 31, 2024.

All stock-based awards to employees are measured based on the grant-date fair value, or replacement grant date fair value in relation to the Livongo transaction, and are generally recognized on a straight line basis in the Company's Condensed Consolidated Statements of Operations over the period during which the employee is required to perform services in exchange for 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")). The Company recognizes the forfeiture of stock-based awards as they occur.

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 | Weighted-Average | | Remaining Contractual Life in Years | Aggregate Intrinsic Value |
|--|------------------------------|------------------|----------------|-------------------------------------|---------------------------|
| | | Average | Exercise Price | | |
| | | Weighted-Average | Exercise Price | | |
| Balance at December 31, 2022 | 4,243,934 | \$ 27.79 | | 6.10 | \$ 19,541 |
| Stock option grants | 87,554 | \$ 24.27 | | N/A | |
| Stock options exercised | (171,888) | \$ 8.28 | | N/A | \$ 2,993 |
| Stock options forfeited | (116,323) | \$ 50.27 | | N/A | |
| Balance at September 30, 2023 | 4,043,277 | \$ 27.89 | | 5.53 | \$ 9,600 |
| Vested or expected to vest at September 30, 2023 | 4,043,277 | \$ 27.89 | | 5.53 | \$ 9,600 |
| Exercisable at September 30, 2023 | 3,053,345 | \$ 25.49 | | 4.47 | \$ 9,600 |

| | Number of Shares Outstanding | Weighted-Average | | Remaining Contractual Life in Years | Aggregate Intrinsic Value |
|--|------------------------------|------------------|----------------|-------------------------------------|---------------------------|
| | | Average | Exercise Price | | |
| | | Weighted-Average | Exercise Price | | |
| Balance at December 31, 2023 | 4,182,187 | \$ 27.37 | | 5.26 | \$ 13,732 |
| Stock option grants | 32,477 | \$ 20.66 | | N/A | |
| Stock options exercised | (24,072) | \$ 5.45 | | N/A | \$ 291 |
| Stock options forfeited | (148,705) | \$ 39.78 | | N/A | |
| Balance at March 31, 2024 | 4,041,887 | \$ 27.13 | | 4.75 | \$ 5,669 |
| Vested or expected to vest at March 31, 2024 | 4,041,887 | \$ 27.13 | | 4.75 | \$ 5,669 |
| Exercisable at March 31, 2024 | 3,274,003 | \$ 26.43 | | 3.83 | \$ 5,669 |

The total grant-date fair value of stock options granted during the three months ended **September 30, 2023** **March 31, 2024** and **2022** **2023** were \$0.4 million and \$0.3 million, respectively. The total grant-date fair value of stock options granted during the nine months ended **September 30, 2023** and **2022** were \$1.2 million and \$24.9 \$0.2 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 **volatilities** **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:

| | | Nine Months Ended September 30, | | | |
|---|---|---------------------------------|---------|------------------------------|---------|
| | | 2023 | 2022 | | |
| | | Three Months Ended March 31, | | Three Months Ended March 31, | |
| | | 2024 | | 2024 | 2023 |
| Volatility | Volatility | 65.58% | 56.69% | | |
| Expected term (in years) | Expected term (in years) | 4.3 | 4.1 | 4.3 | 4.3 |
| Risk-free interest rate | Risk-free interest rate | 3.68% | 1.13% | | |
| Dividend yield | Dividend yield | 0% | 0% | 0% | 0% |
| Weighted-average fair value of underlying stock options | Weighted-average fair value of underlying stock options | \$13.42 | \$17.72 | \$11.55 | \$12.85 |
| Weighted-average fair value of underlying stock options | | | | | |

For the three months ended **September 30, 2023** **March 31, 2024** and **2022, 2023**, the Company recorded stock-based compensation expense related to stock options granted of **\$2.3 million** **\$1.7 million** and **\$2.4 million** **\$2.2 million**, respectively. For the nine months ended **September 30, 2023** and **2022**, the Company recorded stock-based compensation related to stock options granted of **\$7.0 million** and **\$18.0 million**, respectively.

As of **September 30, 2023** **March 31, 2024**, the Company had **\$16.7 million** **\$11.2 million** in unrecognized compensation cost related to non-vested stock options, which is expected to be recognized over a weighted-average period of approximately **2.04** **2.0** years.

Restricted Stock Units

The fair value of RSUs is determined on the date of grant. The Company records compensation expense in the **consolidated statements** **Consolidated Statements of operations** **Operations** on a straight-line basis over the vesting period for RSUs. The vesting period for employees and members of the Board of Directors ranges from **1 year** to **3** **three** years.

RSU activity under the Plans was as follows:

| | RSUs | Weighted-Average Grant Date | |
|---|------|-----------------------------|----------|
| | | Fair Value Per RSU | |
| Balance at December 31, 2022 | | 6,481,669 | \$ 63.63 |
| Granted | | 7,121,431 | \$ 26.56 |
| Vested and issued | | (2,448,261) | \$ 71.64 |
| Forfeited | | (1,094,153) | \$ 50.48 |
| Balance at September 30, 2023 | | 10,060,686 | \$ 36.64 |
| Vested and unissued at September 30, 2023 | | 43,118 | \$ 56.25 |
| Non-vested at September 30, 2023 | | 10,017,568 | \$ 36.67 |

| | RSUs | Weighted-Average Grant Date Fair Value Per RSU |
|---------------------------------------|-------------------|--|
| Balance at December 31, 2023 | 9,452,412 | \$ 34.70 |
| Granted | 4,447,425 | \$ 15.09 |
| Vested and issued | (2,451,940) | \$ 39.04 |
| Forfeited | (571,190) | \$ 33.54 |
| Balance at March 31, 2024 | <u>10,876,707</u> | \$ 25.82 |
| Vested and unissued at March 31, 2024 | <u>43,118</u> | \$ 56.25 |
| Non-vested at March 31, 2024 | <u>10,833,589</u> | \$ 25.70 |

The total grant-date fair value of RSUs granted during the three months ended **September 30, 2023** **March 31, 2024** and **2022** **2023**, was **\$67.1 million** and **\$169.1 million**, respectively.

\$7.5 million and **\$18.8 million**, respectively. The total grant-date fair value of RSUs granted during the nine months ended September 30, 2023 and 2022 was **\$189.2 million** and **\$293.5 million**, respectively.

For the three months ended **September 30, 2023** **March 31, 2024** and **2022** **2023**, the Company recorded stock-based compensation **expense** related to RSUs of **\$51.9 million** **\$37.3 million** and **\$53.7 million** **\$38.8 million**, respectively. For the nine months ended September 30, 2023 and 2022, the Company recorded stock-based compensation related to RSUs of **\$148.8 million** and **\$147.8 million**, respectively.

As of **September 30, 2023** **March 31, 2024**, the Company had **\$292.1 million** **\$246.8 million** in unrecognized compensation cost related to non-vested RSUs, which is expected to be recognized over a weighted-average period of approximately **1.91** **2.0** 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 ranging from **1 year** to **3 years**. Stock-based compensation costs associated with these PSUs are **re-assessed** **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 | Weighted-Average Average Grant Date Fair Value Per PSU |
|------------------------------|------------------|---|
| Balance at December 31, 2022 | 629,672 | \$ 99.07 |
| Granted | 1,297,725 | \$ 26.90 |
| Vested and issued | (117,966) | \$153.96 |
| Forfeited | (27,049) | \$ 46.52 |

| | | | | |
|---|------------------------|-----------|----------|----------------------------|
| Performance adjustment | Performance adjustment | | | |
| (1) | (1) | (283,282) | \$ 0.00 | Performance adjustment (1) |
| Balance at September 30, 2023 | | 1,499,100 | \$ 37.00 | (241,073) |
| Vested and unissued at September 30, 2023 | | 0 | \$ 0.00 | |
| Non-vested at September 30, 2023 | | 1,499,100 | \$ 37.00 | |
| Balance at March 31, 2024 | | | | |
| Vested and unissued at March 31, 2024 | | | | |
| Non-vested at March 31, 2024 | | | | |

(1) Based on the Company's 2022 2023 results, PSUs were attained at rates ranging from 0% to 86.25% 85.2% of the target award.

During the three months ended September 30, 2023 and 2022, the Company did not grant any PSUs. The total grant-date fair value of PSUs granted during the nine months ended September 30, 2023 March 31, 2024 and 2022 2023 was \$34.9 million \$20.4 million and \$35.0 million \$30.3 million, respectively.

For the three months ended September 30, 2023 March 31, 2024 and 2022 2023, the Company recorded stock-based compensation expense related to PSUs of \$2.6 million and \$3.1 million \$3.4 million, respectively. For the nine months ended September 30, 2023 and 2022, the Company recorded stock-based compensation related to PSUs of \$9.9 million and \$12.5 million, respectively.

As of September 30, 2023 March 31, 2024, the Company had \$36.2 million \$30.7 million in unrecognized compensation cost related to non-vested PSUs, which is expected to be recognized over a weighted-average period of approximately 1.8 2.2 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 total of 4,113,343 shares of common stock were have been reserved for issuance under this plan as of September 30, 2023 March 31, 2024. The Company's ESPP permits eligible employees to purchase common stock at a discount through payroll deductions during defined offering periods. Under the ESPP, the Company may specify offerings with durations of not more than 27 months and may specify shorter purchase periods within each offering. Each offering will have one or more purchase dates on which shares of its common stock will be purchased for employees participating in the offering. An offering may be terminated under certain circumstances. The price at which the stock is purchased is equal to the lower of 85% of the fair market value of the common stock at the beginning of an offering period or on the date of purchase.

During the three months ended September 30, 2023 March 31, 2024 and 2022 2023, the Company did not issue any shares under the ESPP. During the nine months ended September 30, 2023 and 2022, the Company issued 271,736 shares and 148,609 shares, respectively, under the ESPP. As of September 30, 2023 March 31, 2024, 3,121,353 2,800,781 shares remained available for issuance.

For the three months ended September 30, 2023 March 31, 2024 and 2022 2023, the Company recorded stock-based compensation expense related to the ESPP of \$1.2 million \$0.8 million and \$0.9 million \$1.6 million, respectively. For the nine months ended September 30, 2023 and 2022, the Company recorded stock-based compensation related to the ESPP of \$3.6 million and \$2.0 million, respectively.

As of September 30, 2023 March 31, 2024, the Company had \$0.5 million \$0.3 million in unrecognized compensation cost related to the ESPP, which is expected to be recognized over a weighted-average period of approximately 0.1 years.

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

| Three Months Ended | | Nine Months Ended | |
|--------------------|------|-------------------|------|
| September 30, | | September 30, | |
| 2023 | 2022 | 2023 | 2022 |

| | | | | | |
|--|--|----------|----------|-----------|--------------------|
| Cost of revenue (exclusive of depreciation and amortization, which is shown separately) | \$ 1,464 | \$ 675 | \$ 4,060 | \$ 4,994 | |
| | Three Months Ended | | | | Three Months Ended |
| | March 31, | | | | March 31, |
| | | 2024 | | 2024 | 2023 |
| Cost of revenue (exclusive of depreciation and amortization, which are shown separately) | | | | | |
| Advertising and marketing | Advertising and marketing | 4,399 | 3,614 | 11,527 | 10,523 |
| Sales | Sales | 9,110 | 11,064 | 27,055 | 33,845 |
| Technology and development | Technology and development | 14,566 | 16,936 | 42,984 | 50,116 |
| General and administrative | General and administrative | 23,406 | 23,373 | 69,082 | 67,620 |
| Total stock-based compensation expense | Total stock-based compensation expense | 52,945 | 55,662 | 154,708 | 167,098 |
| Capitalized stock-based compensation expense | | 5,028 | 4,561 | 14,606 | 13,404 |
| Capitalized stock-based compensation | | | | | |
| Total stock-based compensation | Total stock-based compensation | \$57,973 | \$60,223 | \$169,314 | \$180,502 |

Note 14.13. Provision for Income Taxes

The Company recorded income tax benefits expense of \$2.5 million \$2.7 million and \$2.8 million \$0.7 million for the three and nine months ended September 30, 2023, March 31, 2024 and 2023, respectively. The tax benefits expenses recorded were the result of the current period book loss, primarily offset by valuation allowances and the tax shortfall associated with the stock-based compensation awards that vested in the year.

The Company recorded income tax benefits of \$1.2 million

Note 14. Commitments and \$2.0 million for the three and nine months ended September 30, 2022, respectively. Contingencies

Commitments

The Company has contractual obligations to make future payments related to its outstanding convertible senior notes, which are presented in Note 15. 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 August 27, 2021, a purported securities class action complaint (City of Hialeah Employees' Retirement System v. Teladoc Health, Inc., et.al.) was filed in the Circuit Court of Cook County, Illinois against the Company and certain of the Company's current and former officers and directors. The complaint was brought on behalf of a purported class consisting of all persons who acquired shares of Teladoc Health common stock issued in the Company's 2020 merger with Livongo. The complaint asserted violations of Sections 11, 12(a)(2) and 15 of the Securities Act based on allegedly false or misleading statements and omissions with respect to the registration statement and prospectus filed in connection with the Livongo merger. The complaint sought certification as a class action, unspecified compensatory damages plus interest and attorneys' fees, rescission or a rescissory measure of damages and equitable or other relief. On January 18, 2022, the case was voluntarily dismissed without prejudice in the Circuit Court of Cook County, Illinois and on January 26, 2022, was refiled in the Supreme Court of the State of New York. The refiled case includes substantially the same allegations. On August 23, 2023, the court granted the defendants' motion to dismiss the complaint.

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 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 filed an amended complaint on September 30, 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 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 the United States Court of Appeals for the Second Circuit. The Company believes that it has substantial defenses, and the Company and its named officers intend to defend any the appeal or 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.

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.

Note 16, 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: provision for income taxes; other **income**, **expense (income)**, net; interest income; interest expense; depreciation **of property** and **amortization**; **goodwill impairment**; **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. **Other** reflects certain revenues and charges not related to ongoing segment operations.

The CODM does not review any information regarding total assets on a segment basis. Segments do not record intersegment revenues, and, accordingly, there is none to be reported. The accounting policies for segment reporting are the same as for the Company as a whole.

The following table presents revenues by segment (in thousands):

| | Three Months Ended | | Nine Months Ended | | | |
|--------------------|--------------------|--------------------|-------------------|-------------|-------------|--|
| | September 30, | | September 30, | | | |
| | 2023 | 2022 | 2023 | 2022 | | |
| Three Months Ended | | Three Months Ended | | | | |
| March 31, | | March 31, | | | | |
| 2024 | | 2024 | | 2023 | | |
| Teladoc | Teladoc | | | | | |
| Health | Health | | | | | |
| Integrated | Integrated | | | | | |
| Care | Care | \$374,416 | \$342,817 | \$1,084,438 | \$1,016,800 | |
| BetterHelp | BetterHelp | 285,822 | 265,150 | 857,450 | 742,638 | |
| Other (1) | | 0 | 3,435 | 0 | 9,693 | |
| Total | Total | | | | | |
| Consolidated | Consolidated | | | | | |
| Revenue | Revenue | \$660,238 | \$611,402 | \$1,941,888 | \$1,769,131 | |

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

| | Three Months Ended | | Nine Months Ended | | | |
|------------------------------------|--------------------|-----------|-------------------|------------|--|--|
| | September 30, | | September 30, | | | |
| | 2023 | 2022 | 2023 | 2022 | | |
| Teladoc Health Integrated Care | \$ 62,805 | \$ 38,880 | \$ 135,900 | \$ 91,467 | | |
| BetterHelp | 25,952 | 11,150 | 77,777 | 61,270 | | |
| Other (1) | 0 | 1,181 | 0 | (318) | | |
| Total Consolidated Adjusted EBITDA | \$ 88,757 | \$ 51,211 | \$ 213,677 | \$ 152,419 | | |

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

| | Three Months Ended | | | |
|--------------------------------|--------------------|-----------|--|--|
| | March 31, | | | |
| | 2024 | 2023 | | |
| Teladoc Health Integrated Care | \$ 47,674 | \$ 35,127 | | |
| BetterHelp | 15,466 | 17,638 | | |

| | | |
|------------------------------------|-----------|-----------|
| Total Consolidated Adjusted EBITDA | \$ 63,140 | \$ 52,765 |
|------------------------------------|-----------|-----------|

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

| | Three Months Ended | | Nine Months Ended | | | |
|------------------------------------|--------------------|-----------|-------------------|---------------------------|------------------|--|
| | September 30, | | September 30, | | | |
| | 2023 | 2022 | 2023 | 2022 | | |
| Three Months Ended | | | | Three Months Ended | | |
| | March 31, | | | | March 31, | |
| | 2024 | | | | 2023 | |
| Teladoc | Teladoc | | | | | |
| Health | Health | | | | | |
| Integrated | Integrated | | | | | |
| Care | Care | \$ 62,805 | \$ 38,880 | \$ 135,900 | \$ 91,467 | |
| BetterHelp | BetterHelp | 25,952 | 11,150 | 77,777 | 61,270 | |
| Other | | 0 | 1,181 | 0 | (318) | |
| Total | Total | | | | | |
| consolidated | consolidated | | | | | |
| Adjusted | Adjusted | | | | | |
| EBITDA | EBITDA | 88,757 | 51,211 | 213,677 | 152,419 | |
| <i>Adjustments to reconcile to</i> | | | | | | |
| <i>GAAP net loss</i> | | | | | | |
| Goodwill impairment | | 0 | 0 | 0 | (9,630,000) | |
| <i>Less</i> | | | | | | |
| <i>adjustments</i> | | | | | | |
| <i>to reconcile to</i> | | | | | | |
| <i>GAAP net</i> | | | | | | |
| <i>loss</i> | | | | | | |
| Interest income | | | | | | |
| Interest income | | | | | | |
| Interest | Interest | | | | | |
| income | income | 12,606 | 4,803 | 33,075 | 6,192 | |
| Interest | Interest | | | | | |
| expense | expense | (5,646) | (6,149) | (16,744) | (17,355) | |
| Other | Other | | | | | |
| expense | expense | | | | | |
| (income), net | (income), net | (1,792) | (1,571) | 2,908 | (2,607) | |
| Depreciation and | | | | | | |
| amortization | | | | | | |
| | | (94,302) | (62,008) | (239,550) | (180,312) | |
| Amortization | | | | | | |
| of intangible | | | | | | |
| assets | | | | | | |
| Depreciation | | | | | | |
| of property | | | | | | |
| and | | | | | | |
| equipment | | | | | | |
| Stock-based | Stock-based | | | | | |
| compensation | compensation | (52,945) | (55,662) | (154,708) | (167,098) | |
| Acquisition, | | | | | | |
| integration, | | | | | | |
| and | | | | | | |
| transformation | | | | | | |
| costs | costs | (5,824) | (1,594) | (16,848) | (8,993) | |

| | | | | | |
|--|--|--------------------------|--------------------------|---------------------------|-----------------------------|
| Restructuring costs | Restructuring costs | (411) | (3,677) | (16,043) | (3,677) |
| Loss before provision for income taxes | Loss before provision for income taxes | (59,557) | (74,647) | (194,233) | (9,851,431) |
| Provision for income taxes | Provision for income taxes | 2,484 | 1,171 | 2,755 | 1,971 |
| Net loss | Net loss | <u><u>\$(57,073)</u></u> | <u><u>\$(73,476)</u></u> | <u><u>\$(191,478)</u></u> | <u><u>\$(9,849,460)</u></u> |

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

| | As of September 30, 2023 | As of December 31, 2022 | As of March 31, 2024 | As of March 31, 2024 | As of December 31, 2023 |
|-------------------------|-----------------------------------|----------------------------------|-------------------------------|-------------------------|----------------------------|
| United States | United States | \$28,536 | \$25,935 | | |
| Other | Other | 4,351 | 3,706 | | |
| Total long-lived assets | Total long-lived assets | \$32,887 | \$29,641 | | |

Note 16. Subsequent Event

As previously reported in a Form 8-K filed with the SEC on April 5, 2024, Teladoc Health's Chief Executive Officer departed, effective immediately, and is eligible to receive the separation benefits pursuant to his employment agreement, subject to the execution and nonrevocation of a release of claims and other conditions of his employment agreement. In the three months ending June 30, 2024, the Company expects to recognize approximately \$6.4 million of costs related to the separation, with \$1.2 million for salary continuation and 2024 pro-rated annual bonus and \$5.2 million for stock-based compensation, representing the impact of accelerations, modifications, and forfeitures.

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, 2022** **December 31, 2023** (**the "2022 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 **focusing** on forging a new healthcare experience with better convenience, outcomes, and value around the world.

Teladoc Health was 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**

our services and support initiatives that will enhance members' experiences. U.S. Integrated Care members increased by **8.36.9** million, or 8%, to **90.291.8** million at **September 30, 2023** **March 31, 2024**, compared to the same period in **2022** **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 **13%9%** to **1.1221.12** million at **September 30, 2023** **March 31, 2024**, compared to **0.9931.03** million at **September 30, 2022** **March 31, 2023**.

Average Monthly Revenue Per U.S. Integrated Care Member. Average monthly revenue per U.S. Integrated Care member measures the average monthly amount of global revenue that we generate from a U.S. Integrated Care member for a particular period. It is calculated by dividing the total revenue generated from the Integrated Care segment by the average number of U.S. Integrated Care members during the applicable period. Approximately 20% of total Integrated Care revenues relates to international and hospital and health systems for which membership is not considered as a management metric. We believe that our ability to increase the revenue generated from each member over time is also a key indicator of our increasing market adoption, the growth of our business, and future revenue potential. Average monthly revenue per U.S. Integrated Care member **increased to \$1.41** was **\$1.38** in the three months ended **September 30, 2023** **March 31, 2024**, from **\$1.40** compared to **\$1.39** in the same period in **2022**, primarily due to increasing chronic care revenues over the course of the year. Average monthly revenue per U.S. Integrated Care member decreased to **\$1.40** in the nine months ended **September 30, 2023** from **\$1.42** in the same period in **2022**, primarily due to the impact of new members onboarded over the course of the year **2023**. The change in average monthly revenue versus the indicated prior period is reflective of the growth **and timing** of onboarding new members and the **timing and mix of their fees, 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 **increasing** market adoption of BetterHelp, the growth of that business, and future revenue potential. **Our ability to reach new potential paying users through various advertising channels helped us to increase** BetterHelp paying users **decreased by 5%11%** to **0.4590.42** million for the three months ended **September 30, 2023** **March 31, 2024**, compared to **0.4370.47** million for the three months ended **September 30, 2022**, and increased by **14%** to **0.467** million for the nine months ended **September 30, 2023**, compared to **0.409** million for the nine months ended **September 30, 2022** **March 31, 2023**.

As it relates to the Company:

Seasonality. Our business has historically been subject to seasonality. In our Integrated Care segment, a concentration of our new Client contracts have an effective date of January 1 as a result of many Clients' introduction of new services at the start of each calendar year. Therefore, while membership increases, utilization and enrollment rates are dampened until service delivery ramps up over the course of the year. **As** **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 [2022 2023 Form 10-K](#). In addition, the following updates our discussion of impairment testing therein as of September 30, 2023.

Goodwill Impairment Charge

There were no impairment charges recorded for goodwill or definite-lived intangible assets for the three and nine months ended September 30, 2023. As of the last goodwill testing period, the excess of reporting unit value over carrying value was significant for the remaining unimpaired goodwill, which was the portion of goodwill assigned to the BetterHelp segment on the October 1, 2022 testing date.

At June 30, 2022, we performed an impairment assessment using updated valuation assumptions as compared to those used for the March 31, 2022 impairment assessment. The discount rate was increased for a company risk premium to reflect the then-current perception of risks of achieving projected cash flows and, to a lesser extent, to reflect further increases in interest rates and market volatility. Additionally, revenue market multiples were lowered based upon an updated analysis of a consistent peer group. The June 30, 2022 assessment did not result in an impairment of definite-lived intangible assets or other long-lived assets, but did result in an additional \$3.0 billion non-deductible goodwill impairment charge (or \$18.78 per basic and diluted share). As a result, a \$9.6 billion non-deductible goodwill impairment charge (or \$59.73 per basic and diluted share) was recognized for the nine months ended September 30, 2022. The non-cash impairment charges had no impact on the provision for income taxes.

Non-GAAP Financial Measures

To supplement our financial information presented in accordance with GAAP, we use [earnings before interest, provision for income taxes, depreciation, and amortization \("EBITDA"\)](#), [Adjusted EBITDA](#), and [free cash flow](#), which are non-GAAP financial measures to clarify and enhance an understanding of past [performance](#), [performance, which include EBITDA \(as defined below\)](#), [Adjusted EBITDA](#), 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.

EBITDA consists of net loss before interest income; interest expense; other [income, expense \(income\)](#), net, including foreign currency exchange [gain gains or loss, losses](#); provision for income taxes; amortization of intangible assets; and depreciation of property and amortization; and [goodwill impairment, equipment](#). Adjusted EBITDA consists of net loss before interest income; interest expense; other [income, expense \(income\)](#), net, including foreign currency exchange [gain gains or loss, losses](#); provision for income taxes; [amortization of intangible assets; depreciation of property and amortization; goodwill impairment, equipment](#); stock-based compensation; restructuring costs; and acquisition, integration, and transformation costs.

Free cash flow is net cash [\(used in\)](#) 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:

- EBITDA and Adjusted EBITDA eliminate the impact of the provision for income taxes on our results of operations, and they do not reflect [goodwill impairment, interest income, interest expense or other \[income, expense \\(income\\)\]\(#\), net](#);
- 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 [customer relationship management \("CRM"\) CRM](#) and [enterprise resource planning \("ERP"\) 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; 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 amortization equipment are non-cash charges, the assets being depreciated and amortized will often have to be replaced in the future, and both EBITDA and Adjusted EBITDA do 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 Condensed Consolidated Statements of operations Operations data for the three months ended September 30, 2023 March 31, 2024 and 2022 2023 and the dollar and percentage change between the respective periods (dollars in (in thousands, except for per share data):

| | | | | | | | | | | | |
|--|--|-------------|-------------|-----------|-------|--|-------------|-------------|-------------|-------------|----------|
| General and administrative | General and administrative | 115,716 | 112,090 | 3,626 | 3 % | General and administrative | 111,697 | 114,145 | 114,145 | (2,448) | (2,448) |
| Acquisition, integration, and transformation costs | Acquisition, integration, and transformation costs | 5,824 | 1,594 | 4,230 | 265 % | Acquisition, integration, and transformation costs | 373 | 5,944 | 5,944 | (5,571) | (5,571) |
| Restructuring costs | Restructuring costs | 411 | 3,677 | (3,266) | n/m | Restructuring costs | 9,673 | 8,102 | 8,102 | 1,571 | 1,571 |
| Depreciation and amortization | Depreciation and amortization | 94,302 | 62,008 | 32,294 | 52 % | | | | | | |
| Goodwill impairment | Goodwill impairment | 0 | 0 | 0 | n/m | | | | | | |
| Amortization of intangible assets | | | | | | Amortization of intangible assets | 95,057 | | 66,860 | | 28,197 |
| Depreciation of property and equipment | | | | | | Depreciation of property and equipment | 2,834 | | 2,923 | | (89) |
| Total expenses | Total expenses | 724,963 | 683,132 | 41,831 | 6 % | Total expenses | 733,253 | 706,346 | 706,346 | 26,907 | 26,907 |
| Loss from operations | Loss from operations | (64,725) | (71,730) | 7,005 | 10 % | | | | | | |
| Interest income | | | | | | | | | | | |
| Interest income | Interest income | (12,606) | (4,803) | (7,803) | | (13,942) | (8,911) | (8,911) | (5,031) | (5,031) | 56 |
| Interest expense | Interest expense | 5,646 | 6,149 | (503) | 8 % | Interest expense | 5,649 | 5,263 | 5,263 | 386 | 386 |
| Other expense (income), net | Other expense (income), net | 1,792 | 1,571 | 221 | n/m | Other expense (income), net | 370 | (4,907) | (4,907) | 5,277 | 5,277 |
| Loss before provision for income taxes | Loss before provision for income taxes | (59,557) | (74,647) | 15,090 | 20 % | Loss before provision for income taxes | (79,199) | (68,547) | (68,547) | (10,652) | (10,652) |
| Provision for income taxes | Provision for income taxes | (2,484) | (1,171) | (1,313) | 112 % | Provision for income taxes | 2,690 | 681 | 681 | 2,009 | 2,009 |
| Net loss | Net loss | \$ (57,073) | \$ (73,476) | \$ 16,403 | 22 % | Net loss | \$ (81,889) | \$ (69,228) | \$ (69,228) | \$ (12,661) | 18 |
| Net loss per share, basic and diluted | Net loss per share, basic and diluted | \$ (0.35) | \$ (0.45) | \$ 0.10 | 22 % | Net loss per share, basic and diluted | \$ (0.49) | \$ (0.42) | \$ (0.42) | \$ (0.07) | 17 |
| EBITDA (1) | EBITDA (1) | \$ 29,577 | \$ (9,722) | \$ 39,299 | 404 % | | | | | | |
| EBITDA (1) | EBITDA (1) | | | | | | \$ 10,769 | \$ (7,319) | \$ 18,088 | | |
| Adjusted EBITDA (1) | Adjusted EBITDA (1) | \$ 88,757 | \$ 51,211 | \$ 37,546 | 73 % | Adjusted EBITDA (1) | \$ 63,140 | \$ 52,765 | \$ 10,375 | | 20 |

n/m – not meaningful

(1) Non-GAAP Financial Measures

The following table sets forth our condensed consolidated statements of operations data for the nine months ended September 30, 2023 and 2022 and the dollar and percentage change between the respective periods (dollars in thousands except for per share data).

| | Nine Months Ended September 30, | | | |
|--|---------------------------------|----|----------|---|
| | 2023 | | 2022 | |
| | \$ | \$ | Variance | % |
| | | | | |

| | | | | |
|---|--------------|----------------|--------------|--------|
| Revenue | \$ 1,941,888 | \$ 1,769,131 | \$ 172,757 | 10 % |
| Expenses: | | | | |
| Cost of revenue (exclusive of depreciation and amortization, which is shown separately below) | 566,607 | 555,114 | 11,493 | 2 % |
| Operating expenses: | | | | |
| Advertising and marketing | 541,698 | 477,094 | 64,604 | 14 % |
| Sales | 160,329 | 170,893 | (10,564) | (6)% |
| Technology and development | 258,583 | 250,698 | 7,885 | 3 % |
| General and administrative | 355,702 | 330,011 | 25,691 | 8 % |
| Acquisition, integration, and transformation costs | 16,848 | 8,993 | 7,855 | 87 % |
| Restructuring costs | 16,043 | 3,677 | 12,366 | n/m |
| Depreciation and amortization | 239,550 | 180,312 | 59,238 | 33 % |
| Goodwill impairment | 0 | 9,630,000 | (9,630,000) | n/m |
| Total expenses | 2,155,360 | 11,606,792 | (9,451,432) | (81)% |
| Loss from operations | (213,472) | (9,837,661) | 9,624,189 | 98 % |
| Interest income | (33,075) | (6,192) | (26,883) | (434)% |
| Interest expense | 16,744 | 17,355 | (611) | 4 % |
| Other expense (income), net | (2,908) | 2,607 | (5,515) | n/m |
| Loss before provision for income taxes | (194,233) | (9,851,431) | 9,657,198 | 98 % |
| Provision for income taxes | (2,755) | (1,971) | (784) | 40 % |
| Net loss | \$ (191,478) | \$ (9,849,460) | \$ 9,657,982 | 98 % |
| Net loss per share, basic and diluted | \$ (1.17) | \$ (61.09) | \$ 59.92 | 98 % |
| EBITDA (1) | \$ 26,078 | \$ (27,349) | \$ 53,427 | 195 % |
| Adjusted EBITDA (1) | \$ 213,677 | \$ 152,419 | \$ 61,258 | 40 % |

n/m – not meaningful

(1) Non-GAAP Financial Measures

The following is a reconciliation of **reconciles** net loss, the most directly comparable GAAP financial measure, to EBITDA and Adjusted EBITDA for the three **and nine** months ended **September 30, 2023** **March 31, 2024** and **2022** **2023** (in thousands):

| | | Three Months Ended | | Nine Months Ended | | | |
|---------------------|------------------|--------------------|-------------|--------------------|----------------|------|--|
| | | September 30, | | September 30, | | | |
| | | 2023 | 2022 | 2023 | 2022 | | |
| | | Three Months Ended | | Three Months Ended | | | |
| | | March 31, | | March 31, | | | |
| | | 2024 | | 2024 | | 2023 | |
| Net loss | Net loss | \$ (57,073) | \$ (73,476) | \$ (191,478) | \$ (9,849,460) | | |
| Add: | Add: | | | | | | |
| Goodwill impairment | | \$ 0 | \$ 0 | \$ 0 | \$ 9,630,000 | | |
| Interest income | | | | | | | |
| Interest income | | | | | | | |
| Interest income | Interest income | \$ (12,606) | \$ (4,803) | \$ (33,075) | \$ (6,192) | | |
| Interest expense | Interest expense | \$ 5,646 | \$ 6,149 | \$ 16,744 | \$ 17,355 | | |
| Other expense | Other expense | | | | | | |
| (income), net | (income), net | \$ 1,792 | \$ 1,571 | \$ (2,908) | \$ 2,607 | | |

| | | | | | |
|--|--|------------|------------|------------|-------------|
| Provision for income taxes | Provision for income taxes | \$ (2,484) | \$ (1,171) | \$ (2,755) | \$ (1,971) |
| Depreciation and amortization | | \$ 94,302 | \$ 62,008 | \$ 239,550 | \$ 180,312 |
| Amortization of intangible assets | | | | | |
| Depreciation of property and equipment | | | | | |
| EBITDA | EBITDA | \$ 29,577 | \$ (9,722) | \$ 26,078 | \$ (27,349) |
| Stock-based compensation | Stock-based compensation | \$ 52,945 | \$ 55,662 | \$ 154,708 | \$ 167,098 |
| Acquisition, integration, and transformation | Acquisition, integration, and transformation | | | | |
| costs | costs | \$ 5,824 | \$ 1,594 | \$ 16,848 | \$ 8,993 |
| Restructuring costs | Restructuring costs | \$ 411 | \$ 3,677 | \$ 16,043 | \$ 3,677 |
| Adjusted EBITDA | Adjusted EBITDA | \$ 88,757 | \$ 51,211 | \$ 213,677 | \$ 152,419 |
| Teladoc Health Integrated Care | Teladoc Health Integrated Care | \$ 62,805 | \$ 38,880 | \$ 135,900 | \$ 91,467 |
| Teladoc Health Integrated Care | Teladoc Health Integrated Care | | | | |
| BetterHelp | BetterHelp | \$ 25,952 | \$ 11,150 | \$ 77,777 | \$ 61,270 |
| Other | | \$ 0 | \$ 1,181 | \$ 0 | \$ (318) |
| Adjusted EBITDA | Adjusted EBITDA | \$ 88,757 | \$ 51,211 | \$ 213,677 | \$ 152,419 |

Revenue. Total revenue was \$660.2 million \$646.1 million for the three months ended September 30, 2023 March 31, 2024, compared to \$611.4 \$629.2 million during the three months ended September 30, 2022 March 31, 2023, an increase of \$48.8 million \$16.9 million, or 8% 3%. This increase in revenue was driven substantially by the generation of additional access fees by our membership base higher visit revenues in both our Integrated Care and BetterHelp segments. Total access fees were \$582.1 million \$557.2 million for the three months ended September 30, 2023 March 31, 2024, compared to \$540.1 \$550.9 million for the three months ended September 30, 2022 March 31, 2023, an increase of \$42.0 million \$6.3 million, or 8% 1%. 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 \$78.2 million \$89.0 million for the three months ended September 30, 2023 March 31, 2024, compared to \$71.3 \$78.4 million for the three months ended September 30, 2022 March 31, 2023, an increase of \$6.8 million \$10.6 million, or 10% 14%, primarily related to the sales of our telehealth solutions for hospitals and health systems. higher visit revenue. For the three months ended September 30, 2023 March 31, 2024, 88% 86% of our revenue was derived from access fees and 12% 14% was derived from other revenue, consistent with the three months ended September 30, 2022 March 31, 2023. By geography, U.S. revenue grew 7% 1% to \$569.3 million \$547.6 million and International revenue grew 17% 13% to \$90.9 \$98.5 million compared to the three months ended September 30, 2022 March 31, 2023.

For the nine months ended September 30, 2023, the increase of total revenue was 10%, growing to \$1,941.9 million compared to \$1,769.1 million for the nine months ended September 30, 2022. This growth was driven substantially by the generation of additional access fees by our membership base, primarily from our BetterHelp segment. Revenue from access fees was \$1,708.6 million for the nine months ended September 30, 2023 compared to \$1,550.1 million for the nine months ended September 30, 2022, an increase of \$158.5 million, or 10%. Other revenue was \$233.3 million for the nine months ended September 30, 2023 compared to \$219.0 million for the nine months ended September 30, 2022, an increase of \$14.3 million, or 7%, and related to the sales of our telehealth solutions for hospitals and health systems and higher visits. For the nine months ended September 30, 2023, 88% of our revenue was derived from access fees and 12% of was derived from other revenue, consistent with the nine months ended September 30, 2022. By geography, U.S. revenue grew 8% to \$1,672.8 million and International revenue grew 21% to \$269.1 million compared to the nine months ended September 30, 2022.

Cost of Revenue (exclusive of depreciation and amortization, which is are shown separately below). Cost of revenue was \$186.0 million \$194.5 million for the three months ended September 30, 2023 March 31, 2024, essentially flat compared to \$185.6 million \$190.1 million for the three months ended September 30, 2022. On a year-to-date basis, cost March 31, 2023, an increase of revenue increased by \$11.5 million, \$4.4 million, or 2%, to \$566.6 million. For both periods, The increase was primarily driven by higher costs associated with the growth in revenue was and higher amortization of device costs, offset by lower consultation physician costs,

reflecting various operation optimization efforts to reduce provider costs and overall product mix, and lower amortization of device costs mix.

Advertising and Marketing Expenses. Advertising and marketing expenses were \$186.2 million \$183.3 million for the three months ended September 30, 2023 March 31, 2024, compared to \$178.9 million \$176.8 million for the three months ended September 30, 2022 March 31, 2023, an increase of \$7.2 million, \$6.5 million, or 4%, driven mainly by higher digital engagement marketing in our Integrated Care segment and media advertising costs. On a year-to-date basis, advertising and marketing expenses increased by \$64.6 million, or 14%, to \$541.7 million. The increase was substantially driven by higher digital and media advertising costs related to BetterHelp, in our BetterHelp segment.

Sales Expenses. Sales expenses were \$52.3 million essentially flat at \$54.4 million for the three months ended September 30, 2023 March 31, 2024, compared to \$54.6 \$54.5 million for the three months ended September 30, 2022, a decrease of \$2.3 million, or 4% March 31, 2023. The decrease was primarily driven by lower employee compensation and This reflects lower costs related to sales conferences and events partially and commissions, offset by higher commission costs. On a year-to-date basis, sales expenses decreased by \$10.6 million, or 6%, to \$160.3 million. The decrease was primarily driven by lower employee compensation and lower commission costs, partially offset by higher costs related to sales conferences and events. compensation.

Technology and Development Expenses. Technology and development expenses were essentially unchanged at \$84.3 million \$81.4 million for the three months ended September 30, 2023 March 31, 2024, compared to \$84.6 million \$87.0 million for the three months ended September 30, 2022 March 31, 2023, a decrease of \$5.6 million, or 6%. This decrease reflects lower employee compensation costs and contract labor costs, offset by higher infrastructure hosting, and software license hosting costs associated with running operations and ongoing projects and services to continuously improve and optimize our products and services, offset by lower employee compensation costs, professional fees, and contract labor costs. On a year-to-date basis, technology and development expenses increased by \$7.9 million, or 3% to \$258.6 million. The increase was primarily driven by higher infrastructure, hosting and software license costs, partially offset by lower professional fees and contract labor costs and lower recruiting and employee-related costs. services. For the three months ended September 30, 2023 March 31, 2024 and 2022, 2023, research and

development costs, which exclude amounts reflected as capitalized software were \$31.8 million and \$27.1 million, respectively. For the nine months ended September 30, 2023 and 2022, research and development costs, were \$95.4 million \$24.8 million and \$78.7 million, \$30.4 million, respectively.

General and Administrative Expenses. General and administrative expenses increased \$3.6 million decreased \$2.4 million, or 3% 2%, to \$115.7 million \$111.7 million for the three months ended September 30, 2023 March 31, 2024, compared to \$112.1 million \$114.1 million for the three months ended September 30, 2022 March 31, 2023. The increase decrease was primarily driven by higher employee compensation costs, legal costs, corporate and other costs, and bad debt reserves, partially offset by lower professional fees, occupancy costs, and therapist onboarding costs. On a year-to-date basis, general and administrative expenses increased \$25.7 million, or 8%, to \$355.7 million. The increase was primarily driven by higher employee compensation costs, bad debt expenses, credit card charges, and other non-income taxes, partially offset by lower therapist onboarding costs, other professional bad debt reserves, indirect taxes, insurance costs, employee compensation costs, and bank fees, partially offset by higher corporate software and infrastructure costs, legal costs, consultation costs, occupancy costs, costs, and travel expenses.

As a result of the termination of the former Chief Executive Officer, we expect to recognize approximately \$6.4 million of related costs in the three months ending June 30, 2024, with \$1.2 million for cash severance costs and \$5.2 million for stock-based compensation.

Acquisition, Integration, and Transformation Costs. Acquisition, integration, and transformation costs were \$5.8 million \$0.4 million and \$16.8 million \$5.9 million for the three and nine months ended September 30, 2023, March 31, 2024 and 2023 respectively, and primarily consisted of costs to integrate and upgrade the CRM and ERP ecosystem. For the three and nine months ended September 30, 2022, acquisition, integration, and transformation costs were \$1.6 million and \$9.0 million, respectively, and primarily consisted of costs to integrate and upgrade the our CRM and ERP ecosystem.

Restructuring Costs. Restructuring costs for the three months ended September 30, 2023 March 31, 2024 were \$0.4 million \$9.7 million, of which \$7.0 million was for employee transition, severance, employee benefits, and consisted of adjustments related costs and \$2.7 million was for estimates other restructuring related to the reduction of office space and severance. costs. Restructuring costs for the nine three months ended September 30, 2023 March 31, 2023, were \$16.0 million and \$8.1 million which primarily consisted of losses employee transition, severance, employee benefits, and related to the reduction of office space and severance. For both the three and nine months ended September 30, 2022, restructuring costs were \$3.7 million and also consisted of losses related to the reduction of office space and severance. costs.

Depreciation and Amortization. Amortization of Intangible Assets.

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

| Three Months Ended September 30, | Nine Months Ended September 30, |
|-------------------------------------|------------------------------------|
|-------------------------------------|------------------------------------|

| | 2023 | 2022 | % | 2023 | 2022 | % |
|--------------------------------------|------------------|------------------|-------------|-------------------|-------------------|-------------|
| Depreciation | \$ 2,468 | \$ 3,808 | (35)% | \$ 8,345 | \$ 8,809 | (5)% |
| Amortization of acquired intangibles | 69,189 | 48,676 | 42 % | 172,210 | 148,327 | 16 % |
| Amortization of capitalized software | 22,645 | 9,524 | 138 % | 58,995 | 23,176 | 155 % |
| Depreciation and amortization | <u>\$ 94,302</u> | <u>\$ 62,008</u> | <u>52 %</u> | <u>\$ 239,550</u> | <u>\$ 180,312</u> | <u>33 %</u> |

| | Three Months Ended | | |
|--|--------------------|------------------|------------|
| | March 31, | | |
| | 2024 | 2023 | % |
| Amortization of acquired intangibles | \$ 64,181 | \$ 50,259 | 28% |
| Amortization of capitalized software development costs | 30,876 | 16,601 | 86% |
| Amortization of intangible assets expense | <u>\$ 95,057</u> | <u>\$ 66,860</u> | <u>42%</u> |

Depreciation and amortization increased 52%. Amortization of intangible assets was \$95.1 million for the three months ended September 30, 2023 and increased 33% March 31, 2024, compared to \$66.9 million for the nine months ended September 30, 2023, both compared to the prior year periods.

During the three months ended September 30, 2023 March 31, 2023, an increase of \$28.2 million, or 42%. 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 years ending year ended December 31, 2023 and 2024, in the year ending December 31, 2024, with corresponding reductions thereafter. The change in accounting estimate resulted in additional amortization of intangible expense for acquired intangibles of \$18.6 million \$18.6 million, or \$0.11 per basic and diluted share, for both the three and nine months ended September 30, 2023 March 31, 2024.

Goodwill Impairment. Depreciation of Property and Equipment. No goodwill impairment charge Depreciation of property and equipment was recognized during either \$2.8 million for the three or nine months ended September 30, 2023. In the prior year, non-cash goodwill impairment charges of \$9,630.0 million March 31, 2024, compared to \$2.9 million for the nine months ended September 30, 2022 were recognized, following goodwill impairment testing performed as March 31, 2023, a result decrease of sustained decreases in our publicly quoted share price. The non-cash charges had no impact on the provision for income taxes. \$0.1 million, or 3%.

Interest Income. Interest income consisted of interest earned on cash and cash equivalents. Interest income was \$12.6 million \$13.9 million for the three months ended September 30, 2023 March 31, 2024, compared to \$4.8 million \$8.9 million for the three months ended September 30, 2022. Interest income was \$33.1 million for the nine months ended September 30, 2023 compared to \$6.2 million for the nine months ended September 30, 2022 March 31, 2023. The increases for both three and nine months periods were increase was primarily driven by higher interest rate yields and to a lesser extent, 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 \$5.6 million for the three months ended September 30, 2023 March 31, 2024, compared to \$6.1 million \$5.3 million for the three months ended September 30, 2022 March 31, 2023. Interest expense was \$16.7 million and \$17.4 million for the nine months ended September 30, 2023 and 2022, respectively.

Other Expense (Income), net. Other expense (income), net was an expense of \$1.8 million \$0.4 million for the three months ended September 30, 2023 March 31, 2024, compared to an expense income of \$1.6 million \$4.9 million for the three months ended September 30, 2022 March 31, 2023, primarily reflecting losses on foreign currency exchange rate fluctuations. Other expense (income), net was an income of \$2.9 million for the nine months ended September 30, 2023 compared to an expense of \$2.6 million for the nine months ended September 30, 2022, primarily reflecting fluctuations in 2024 and a gain on the partial sale of a business. business in 2023.

Provision for Income Taxes. We recorded an income tax benefits expense of \$2.5 million \$2.7 million for the three months ended September 30, 2023 March 31, 2024, compared to benefits of \$1.2 million \$0.7 million for the three months ended September 30, 2022 and income tax benefits of \$2.8 million for the nine months ended September 30, 2023 compared to benefits of \$2.0 million for the nine months ended September 30, 2022 March 31, 2023.

Segment Information

The following tables set forth the results of operations for the relevant segments for the three and nine months ended September 30, 2023 March 31, 2024 and 2022 2023 (dollars in thousands):

| | Three Months Ended | |
|--|--------------------|--|
| | September 30, | |
| | | |

| Teladoc Health Integrated Care | 2023 | | 2022 | | Variance | % | | |
|--------------------------------|------------|------------|-----------|-----------|----------|---|--|--|
| | | | | | | | | |
| | \$ 374,416 | \$ 342,817 | \$ 31,599 | 9 % | | | | |
| Revenue | \$ 62,805 | | \$ 38,880 | \$ 23,925 | 62 % | | | |
| Adjusted EBITDA | 16.8 % | | 11.3 % | 543 bps | | | | |
| Adjusted EBITDA Margin % | | | | | | | | |

| Nine Months Ended September 30, | | | | | | |
|------------------------------------|-----------------|--------------|--------------|-----------|------|-----------------|
| Three Months Ended March 31, | | | | | | |
| Teladoc Health Integrated Care | | | | | | |
| Teladoc Health Integrated Care | | | | | | |
| Teladoc Health | Teladoc Health | | | | | |
| Integrated Care | Integrated Care | | | | | |
| Care | Care | 2023 | 2022 | Variance | % | 2024 |
| Revenue | Revenue | \$ 1,084,438 | \$ 1,016,800 | \$ 67,638 | 7 % | Revenue |
| Adjusted EBITDA | Adjusted EBITDA | \$ 135,900 | \$ 91,467 | \$ 44,433 | 49 % | Adjusted EBITDA |
| Adjusted EBITDA | Adjusted EBITDA | \$ 47,674 | \$ 35,127 | \$ 12,547 | 36 % | |
| Margin % | Margin % | 12.5 | 9.0 | 354 bps | | |

Integrated Care total revenues increased by \$31.6 million \$27.1 million, or 9% 8%, to \$374.4 million \$377.1 million for the three months ended September 30, 2023 March 31, 2024, primarily on higher chronic care results and higher visit revenue in the U.S., as well as higher telemedicine product revenue, including higher revenues from our virtual primary care offering, Primary360. Integrated Care total revenues increased by \$67.6 million, or 7%, to \$1,084.4 million for the nine months ended September 30, 2023 on higher chronic care results, as well as higher telemedicine product revenue, including higher revenues from our Primary360 offering, strong growth internationally.

Integrated Care Adjusted EBITDA increased by \$23.9 million \$12.5 million, or 62% 36%, to \$62.8 million \$47.7 million for the three months ended September 30, 2023 March 31, 2024, primarily reflecting higher gross profit partially offset by higher advertising and marketing expenses. Integrated Care Adjusted EBITDA increased by \$44.4 million, or 49%, to \$135.9 million for the nine months ended September 30, 2023, primarily reflecting higher gross profit, partially offset by higher general administrative and technology and development flat operating expenses.

| Three Months Ended September 30, | | | | | | |
|-------------------------------------|--|-----------|-----------|-----------|----------|-------|
| BetterHelp | | | | | | |
| Therapy Services | | | | | | |
| Other Wellness Services | | | | | | |
| Total Revenue | | 2023 | 2022 | | Variance | % |
| Adjusted EBITDA | | \$ 25,952 | \$ 11,150 | \$ 14,802 | | 133 % |
| Adjusted EBITDA Margin % | | 9.1 % | 4.2 % | 487bps | | |

| Nine Months Ended September 30, | | | | | | |
|------------------------------------|-------------------------|------------|------------|------------|-------|-------------------------|
| Three Months Ended March 31, | | | | | | |
| BetterHelp | | | | | | |
| Therapy Services | | | | | | |
| BetterHelp | BetterHelp | 2023 | 2022 | Variance | % | 2024 |
| Therapy Services | Therapy Services | \$ 845,420 | \$ 738,079 | \$ 107,341 | 15 % | Therapy Services |
| Other Wellness Services | Other Wellness Services | 12,030 | 4,559 | 7,471 | 164 % | Other Wellness Services |
| | | 5,308 | 3,344 | 3,344 | 1,964 | 1,964 |
| | | | | | | 59 % |

| | | | | | | | | | | | | | |
|--------------------------|--------------------------|-----------|-----------|-----------|------|-----------------|-----------|----|------------|----|-------------|----|--------|
| Total Revenue | Total Revenue | \$857,450 | \$742,638 | \$114,812 | 15 % | Total Revenue | \$269,020 | \$ | \$ 279,272 | \$ | \$ (10,252) | \$ | (4) % |
| Adjusted EBITDA | Adjusted EBITDA | \$ 77,777 | \$ 61,270 | \$ 16,507 | 27 % | Adjusted EBITDA | \$ 15,466 | \$ | \$ 17,638 | \$ | \$ (2,172) | \$ | (12) % |
| Adjusted EBITDA Margin % | Adjusted EBITDA Margin % | 9.1 % | 8.3 % | 82bps | | | | | | | | | |

BetterHelp total revenues increased decreased by \$20.7 million \$10.3 million, or 8% 4%, to \$285.8 million \$269.0 million for the three months ended September 30, 2023 March 31, 2024, primarily driven by a 5% increase in average monthly paying users. BetterHelp total revenues increased by \$114.8 million, or 15%, to \$857.5 million for the nine months ended September 30, 2023, driven by a 14% increase 11% decrease in average monthly paying users.

BetterHelp Adjusted EBITDA increased decreased by \$14.8 million \$2.2 million, or 133% 12%, to \$26.0 million \$15.5 million for the three months ended September 30, 2023 March 31, 2024, primarily reflecting higher marginally lower gross profit partially offset by lower revenues and higher technology and development costs, advertising and marketing costs, and general and administrative expenses. BetterHelp Adjusted EBITDA increased by \$16.5 million, or 27%, to \$77.8 million for the nine months ended September 30, 2023, primarily reflecting higher gross profit, partially offset by higher advertising and marketing costs and, to a lesser extent, higher general and administrative, and technology and development operating expenses.

Liquidity and Capital Resources

The following table presents a summary of our cash flow activity for the periods set forth below three months ended March 31, 2024 and 2023 (in thousands):

| | | Nine Months Ended September 30, | | | | Three Months Ended March 31, | | | | Three Months Ended March 31, | |
|--|--|------------------------------------|-----------|---|--|---------------------------------|--|------|------|---------------------------------|--|
| Consolidated Statements of Cash Flows - Summary | Consolidated Statements of Cash Flows - Summary | 2023 | 2022 | Consolidated Statements of Cash Flows - Summary | | | | 2024 | 2023 | | |
| Net cash provided by operating activities | Net cash provided by operating activities | 219,939 | 123,743 | | | | | | | | |
| Net cash used in investing activities | Net cash used in investing activities | (119,841) | (113,852) | | | | | | | | |
| Net cash provided by financing activities | Net cash provided by financing activities | 12,629 | 2,116 | | | | | | | | |
| Effect of foreign currency exchange rate changes | Effect of foreign currency exchange rate changes | (382) | (5,856) | | | | | | | | |
| Total increase in cash and cash equivalents | | \$112,345 | \$ 6,151 | | | | | | | | |

Total
decrease in
cash and
cash
equivalents

Our principal **source** sources of liquidity is our **are** cash and cash equivalents, which totaled \$1,030.5 million totaling \$1,097.9 million as of **September 30, 2023** **March 31, 2024**. During 2023, we experienced positive operating cash flow and we anticipate increasing 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, 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.

See Note **10, 9**. "Convertible Senior Notes" of the notes to the condensed consolidated financial statements for additional information on our convertible senior notes.

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

We routinely enter into contractual obligations with third parties to provide professional services, licensing, and other products and services in support of our ongoing business. The current estimated cost of these contracts is not expected to be significant to our liquidity and capital resources based on contracts in place as of **September 30, 2023** **March 31, 2024**.

Cash from Operating Activities

Cash flows provided by operating activities consisted of net loss adjusted for certain non-cash items and the cash effect of changes in assets and liabilities. Net cash provided by operating activities was **\$219.9 million** **\$8.9 million** for the **nine** three months ended **September 30, 2023** **March 31, 2024** compared to net cash provided by operating activities of **\$123.7 million** **\$13.2 million** for the **nine** three months ended **September 30, 2022** **March 31, 2023**. The year-over-year improvement change was primarily driven by higher incentive compensation payments, partially offset by growth in the business as well as lower incentive compensation payments, higher non-income tax refunds, and higher interest income. business.

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 **\$119.8 million** **\$35.5 million** for the **nine** three months ended **September 30, 2023** **March 31, 2024**, and **\$113.9** **\$45.6 million** for the **nine** three months ended **September 30, 2022** **March 31, 2023**. Amounts for both periods substantially 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 **nine** three months ended **September 30, 2023** **March 31, 2024** was **\$12.6 million** **\$1.8 million** and **\$2.1** **\$3.4 million** for the **nine** three months ended **September 30, 2022**. The nine months ended September 30, 2022 was negatively affected by certain miscellaneous cash outflows that were not present in **March 31, 2023**, reflecting lower proceeds from the current year-to-date period. employee stock purchase plan.

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

| | | Nine Months Ended | | | |
|---|---|--------------------|-----------|--------------------|--|
| | | September 30, | | | |
| | | 2023 | 2022 | | |
| | | Three Months Ended | | Three Months Ended | |
| | | March 31, | | March 31, | |
| | | 2024 | 2024 | 2023 | |
| Net cash provided by operating activities | Net cash provided by operating activities | \$219,939 | \$123,743 | | |
| Capital expenditures | Capital expenditures | (10,060) | (10,285) | | |
| Capitalized software | Capitalized software | (109,781) | (108,588) | | |
| Free Cash Flow | Free Cash Flow | \$100,098 | \$ 4,870 | | |
| Capitalized software development costs | Capitalized software development costs | | | | |
| Free cash flow | Free cash flow | | | | |

Free cash flow was a positive \$100.1 million negative \$26.6 million for the nine three months ended September 30, 2023 March 31, 2024, compared to \$4.9 million negative \$32.5 million for the nine three months ended September 30, 2022 March 31, 2023. Cash flow is typically negative in the first quarter of each year, reflecting the payment of annual bonuses. The year-over-year increase change was substantially driven by higher incentive compensation payments, partially offset by growth in operating cash flow the business as well as decreases in payments for capitalized expenditures and capitalized software were essentially unchanged in the year-over-year period development costs.

Item 3. Quantitative and Qualitative Disclosures About Market Risk

Interest Rate Risk and Foreign Currency Exchange Risk

Cash Our cash and cash equivalents that are subject to interest rate volatility, represent 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 \$11 million over the next 12 months. We do not expect cash flows related to our convertible senior notes to be affected to any significant degree by a sudden change in market interest rates as our convertible senior notes 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 86% 85% 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. We Although we deposit our cash with multiple financial institutions in the U.S. and in foreign countries, however, 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 nine months ended September 30, 2023 March 31, 2024 or 2022. For the Integrated Care Segment, a significant portion of our revenue is derived from large enterprises, mainly health plans. For the three months ended March 31, 2024, revenue from the five largest customers was 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 Acting 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 Acting Chief Executive Officer and Chief Financial Officer concluded that as of September 30, 2023 March 31, 2024, our disclosure controls and procedures were effective to provide reasonable assurance that information required to be disclosed by us in the reports that we file or submit under the Exchange Act is recorded, processed, summarized and reported, within the time periods specified in the SEC's rules and forms and to provide reasonable assurance that such

information is accumulated and communicated to our management, including our **Acting** Chief Executive Officer and Chief Financial Officer, as appropriate, to allow timely decisions regarding required disclosure.

Changes in Internal Control Over Financial Reporting

During 2022, we implemented a new ERP system for selected entities and transaction types included within our consolidated financial statements. During the three months ended June 30, 2023 and September 30, 2023, we implemented this ERP system for additional entities and functions. As a result of these ERP system implementations, we revised certain existing internal controls, processes, and procedures. There are inherent risks in implementing an ERP system and, accordingly, we will continue to evaluate the design and operating effectiveness of these controls.

Other than these ERP system implementations, 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 **September 30, 2023** **March 31, 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 15. "Legal Matters", 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, 2022 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, 2022 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

(a) On April 26, 2024, the Company entered into a Retention Bonus Agreement with Adam Vandervoort, Chief Legal Officer and Secretary, pursuant to which Mr. Vandervoort will receive \$94,000. The retention bonus is subject to Mr. Vandervoort's continued employment with the Company through April 26, 2025 (the "Retention Period").

If Mr. Vandervoort's employment with the Company is terminated during the Retention Period (i) by the Company for "Cause" (as defined in his Executive Severance Agreement) or (ii) by Mr. Vandervoort in connection with an event or condition that does not constitute "Good Reason" (as defined in his Executive Severance Agreement), Mr. Vandervoort will be required to repay the full amount of the retention bonus to the Company. The foregoing description of the Retention Bonus Agreement does not purport to be complete and is qualified in its entirety by reference to the complete text of the Retention Bonus Agreement, a copy of which is filed as Exhibit 10.3 to this Form 10-Q.

Also on April 26, 2024, the Company entered into an amendment to its Executive Severance Agreement with Mr. Vandervoort. The amendment becomes effective upon the earlier of (i) the date of public announcement by the Company of the selection of a permanent chief executive officer succeeding Jason Gorevic or (ii) January 1, 2025; and enhances the severance arrangements such that in the event that Mr. Vandervoort is terminated by the Company without cause or he resigns for good reason, subject to his timely executing a release of claims in favor of the Company, he is entitled to receive:

- continued base salary for 12 months;
- any earned but unpaid bonus for the year prior to the year of termination;
- premiums for continued medical, dental or vision coverage pursuant to COBRA, if elected, for up to 12 months; and
- accelerated vesting of his time-based equity awards that were scheduled to vest in the following 12 months and continued eligibility to vest in awards subject to performance-based vesting conditions if and to the extent such performance conditions are satisfied during that 12-month period.

The foregoing description of the amendment does not purport to be complete and is qualified in its entirety by reference to the complete text of the amendment, a copy of which is filed as Exhibit 10.4 to this Form 10-Q.

(c) **Rule 10b5-1 Trading Plans.** During the three months ended **September 30, 2023** **March 31, 2024**, the following **Officer** (as defined in Rule 16a-1(f) of the Securities Exchange Act of 1934) adopted a Rule 10b5-1 trading arrangements arrangement (as defined in Item 408 of Regulation S-K of the Securities Act of 1933) were modified or adopted by our directors and officers (as defined in Rule 16a-1(f) of the Securities Exchange Act of 1934), each of which was intended to satisfy the affirmative defense of Rule 10b5-1(c):

On July 28, 2023, Andrew Turitz, our Executive Vice President of Corporate Development, modified his Rule 10b5-1 Trading Plan, originally adopted on August 26, 2022, to cancel the potential sale of up to 6,565 shares of our common stock that would have expired on December 29, 2023, and to provide for the sale of 10,000 shares of our common stock through October 2023.

On August 18, 2023 March 1, 2024, Vidya Raman-Tangella, our Chief Medical Officer, adopted a Rule 10b5-1 trading plan. Dr. Raman-Tangella's trading plan provides for the sale of up to 27,310 45,675 shares of our common stock through December 2023. June 2025.

On September 15, 2023, Karen L. Daniel, a member of our Board of Directors, adopted a Rule 10b5-1 trading plan. Ms. Daniel's trading plan provides for the sale of up to 23,907 shares of our common stock through May 2024.

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 | Sixth Amended and Restated Bylaws of Teladoc Health, Inc. | 8-K | 001-37477 | 3.2 | 6/2/22 | * |
| 10.1 | Teladoc Health, Inc. 2023 Employment Inducement Incentive Award Plan. | S-8 | 333-273509 | 99.1 | 7/28/23 | * |
| 10.2 | Form of Stock Option Agreement under the Teladoc Health, Inc. 2023 Employment Inducement Incentive Award Plan. | | | | | * |
| 10.3 | Form of Restricted Stock Agreement under the Teladoc Health, Inc. 2023 Employment Inducement Incentive Award Plan. | | | | | * |
| 10.4 | Form of Restricted Stock Unit Agreement under the Teladoc Health, Inc. 2023 Employment Inducement Incentive Award Plan. | | | | | * |
| 10.5 | Form of Performance Restricted Stock Unit Agreement under the Teladoc Health, Inc. 2023 Employment Inducement Incentive Award Plan. | | | | | * |
| 31.1 | Chief Executive Officer—Certification pursuant to Rule 13a-14(a) or Rule 15d-14(a) of the Securities Exchange Act of 1934, as adopted pursuant to Section 302 of the Sarbanes-Oxley Act of 2002. | | | | | * |
| 31.2 | Chief Financial Officer—Certification pursuant to Rule 13a-14(a) or Rule 15d-14(a) of the Securities Exchange Act of 1934, as adopted pursuant to Section 302 of the Sarbanes-Oxley Act of 2002. | | | | | * |
| 32.1 | Chief Executive Officer—Certification pursuant to Rule 13a-14(b) or Rule 15d-14(b) of the Securities Exchange Act of 1934 and 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002. | | | | | ** |
| 32.2 | Chief Financial Officer—Certification pursuant to Rule 13a-14(b) or Rule 15d-14(b) of the Securities Exchange Act of 1934 and 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002. | | | | | ** |
| 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. | | | | | * |

| Incorporated by Reference | | | | | | |
|---------------------------|---|------|-----------|---------|-------------|----------------|
| Exhibit Number | Exhibit Description | 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 | Letter Agreement, dated as of April 1, 2024, by and between Teladoc Health, Inc. and Mala Murthy. | | | | | * |
| 10.2 | Release and Separation Agreement, dated as of April 11, 2024, by and between Teladoc Health, Inc. and Jason Gorevic. | | | | | * |
| 10.3 | Retention Bonus Agreement, dated as of April 26, 2024, by and between Teladoc Health, Inc. and Adam Vandervoort. | | | | | * |
| 10.4 | Amendment No. 2 to Executive Severance Agreement, dated April 26, 2024, by and between Teladoc Health, Inc. and Adam Vandervoort. | | | | | * |
| 31.1 | Acting Chief Executive Officer, Chief Financial Officer —Certification pursuant to Rule 13a-14(g) 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 | Acting Chief Executive Officer, Chief Financial Officer—Certification pursuant to Rule 13a-14(b) or Rule 15d-14(b) of the Securities Exchange Act of 1934 and 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002. | | | | | ** |
| 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. | | | | | * |
| 101.SCH | XBRL Taxonomy Extension Schema Document. | | | | | * |
| 101.CAL | XBRL Taxonomy Calculation Linkbase Document. | | | | | * |
| 101.DEF | XBRL Definition Linkbase Document. | | | | | * |
| 101.LAB | XBRL Taxonomy Label Linkbase Document. | | | | | * |
| 101.PRE | XBRL Taxonomy Presentation Linkbase Document. | | | | | * |
| 104 | Cover Page Interactive Data File – The Cover page interactive data file does not appear in the Interactive Data File because its XBRL tags are embedded within the Inline XBRL document | | | | | * |

101.SCH XBRL Taxonomy Extension Schema Document.

101.CAL XBRL Taxonomy Calculation Linkbase Document.

101.DEF XBRL Definition Linkbase Document.

101.LAB XBRL Taxonomy Label Linkbase Document.

101.PRE XBRL Taxonomy Presentation Linkbase Document.

104 Cover Page Interactive Data File – The Cover page interactive data file does not appear in the Interactive Data File because its XBRL tags are embedded within the Inline XBRL document

* 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: October 27, 2023

By: /s/ JASON GOREVIC

Name: Jason Gorevic
Title: Chief Executive Officer

Date: October 27, 2023 April 26, 2024

By: /s/ MALA MURTHY

Name: Mala Murthy
Title: Acting Chief Executive Officer,
Chief Financial Officer

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Exhibit 10.210.1

TELADOC HEALTH, INC.
2023 EMPLOYMENT INDUCEMENT INCENTIVE AWARD PLAN

STOCK OPTION GRANT NOTICE

April 1, 2024

Mala Murthy
via e-mail

Capitalized terms not specifically defined in this Stock Option Grant Notice (the "Re: Grant Notice Interim CEO

Dear Mala:

We are pleased that you have agreed to serve as the Interim Chief Executive Officer ("") have the meanings given to them in the 2023 Employment Inducement Incentive Award Plan (as amended from time to time, the "Plan Interim CEO") of Teladoc Health, Inc. (the "Company") effective April 5, 2024.

The Company hereby grants to the participant listed below ("purpose of this letter agreement (the "Participant Letter Agreement") is to document your duties and the stock option described in this Grant Notice compensation that you will receive for your service as Interim CEO. Reference is made to your Executive Severance Agreement with the Company, dated as of June 24, 2019 (the "Option Severance Agreement"). Terms used but not otherwise defined herein shall have the meaning set forth in the Severance Agreement.

Duties and Responsibilities

While you serve as Interim CEO until a permanent CEO is appointed or an earlier termination of your employment (such period, the "Interim Period"), subject you will report directly to the terms and conditions Board of Directors of the Plan and the Stock Option Agreement attached hereto as Exhibit A Company (the "Agreement Board"), both of which and will have such authority, duties and responsibilities as are incorporated into this Grant Notice by reference.

| | |
|--------------------------------------|----------------------------|
| Participant: | |
| Grant Date: | |
| Exercise Price per Share: | |
| Shares Subject to the Option: | |
| Final Expiration Date: | |
| Vesting Commencement Date: | |
| Vesting Schedule: | |
| Type of Option | Non-Qualified Stock Option |

By Participant's signature below, Participant agrees customary for such position or as may be reasonably assigned to be bound you by the Board.

Compensation

During the Interim Period, your salary shall be the equivalent of \$750,008 on an annualized basis, which is equal to your current Base Salary plus an additional \$18,334 for each month of the Interim Period (payable in accordance with the Company's normal payroll practices).

In addition, during the Interim Period, your annual corporate bonus target opportunity will increase from 75% to 120% of your Base Salary. For the avoidance of doubt, any payment with respect to such opportunity at the end of fiscal year 2024 shall reflect a blended rate based on the proportion of the calendar year elapsed during the Interim Period. All payments will be subject to applicable withholdings and other required deductions.

In light of your new role, in addition to the 2024 annual Teladoc Health equity refresh award previously granted, on or around the date you assume the interim CEO role, you will receive an additional grant (the "Top Up Award") with a target grant date value of \$1,100,000, based on the closing price on the grant date (but resulting in no more than 110,000 additional shares at target), delivered as 50% RSUs and 50% PSUs; provided, that the Top Up Award will vest on the same schedule (with the same time-based and performance-based conditions, as applicable) as your initial 2024 annual Teladoc Health Equity refresh award, except that the first vesting date will be the first anniversary of the date of grant.

2

For the avoidance of doubt, (x) your return to the position of Chief Financial Officer following the completion of the Interim Period and/or (y) the reversion of your compensation following the completion of the Interim Period to the levels applicable as of immediately prior to your tenure as Interim CEO (as may be modified by the Board in connection with any periodic review of executive compensation) will not constitute a basis for Good Reason.

Anything herein to the contrary notwithstanding, concurrent with your becoming Interim CEO, the Company and you shall amend the Severance Agreement to as closely as possible reflect the intent of the parties that, following your return to the position of Chief Financial Officer, you have a guarantee of remaining in that role for not less than two years, on such specific terms as the Company and you shall reasonably agree.

Miscellaneous

Except as specifically modified by this Letter Agreement, this Letter Agreement shall not constitute a waiver, amendment or modification of this Grant Notice, any term or condition of the Plan, Severance Agreement 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, Severance Agreement shall remain in full force and effect. On and after the date hereof, each reference in the Severance Agreement to "this Agreement," "herein," "hereof," "hereunder," or words of similar import shall mean and be a reference to the Severance Agreement as amended by this Grant Notice Letter Agreement.

This Letter Agreement shall be governed by and construed in accordance with the laws of the State of New York without regard to the conflict of laws principles hereof. This Letter Agreement may be executed and transmitted by PDF or other form of electronic transmission, and any signature on a PDF or other form of electronic transmission shall be considered an original for all purposes and shall be fully enforceable. This Letter Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the Agreement. Participant hereby agrees same instrument.

Please indicate your agreement with the foregoing by signing and returning a copy of this Letter Agreement to accept as binding, conclusive and final all decisions or interpretations of the Administrator upon me. Of course, if you have any questions arising under or regarding the Plan, this Grant Notice or the Agreement, foregoing, please feel free to contact me.

TELADOC HEALTH, INC.

By:

Print Name:

Title:

Sincerely,

TELADOC HEALTH, INC.

By: /s/ Adam Vandervoort

Name: Adam Vandervoort

Title: Chief Legal Officer

Acknowledged and Agreed

By: /s/ Mala Murthy

Exhibit A10.2

STOCK OPTION AGREEMENT TELADOC HEALTH, INC.

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 **Grant of Option.** Pursuant to the Grant Notice to which this Agreement is attached, the Company has granted to Participant the Option effective as of the grant date set forth in the Grant Notice (the "Grant Date").

1.2 **Incorporation of Terms of Plan.** The Option is subject to the terms and conditions set forth in this Agreement and the Plan, which is incorporated herein by reference. In the event of any inconsistency between the Plan and this Agreement, the terms of the Plan will control.

1.3 **Employment Inducement Award.** The Option is 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 Option will be interpreted consistent with such intent.

ARTICLE II.

PERIOD OF EXERCISABILITY

2.1 **Commencement of Exercisability.** The Option will vest and become exercisable according to the vesting schedule in the Grant Notice (the "Vesting Schedule") except that any fraction of a Share as to which the Option would be vested or exercisable will be accumulated and will vest and become exercisable only when a whole Share has accumulated. Notwithstanding anything in the Grant Notice, the Plan or this Agreement to the contrary, unless the Administrator otherwise determines, the Option will immediately expire and be forfeited as to any portion that is not vested and exercisable as of Participant's Termination of Service for any reason.

2.2 **Duration of Exercisability.** The Vesting Schedule is cumulative. Any portion of the Option which vests and becomes exercisable will remain vested and exercisable until the Option expires. The Option will be forfeited immediately upon its expiration.

2.3 **Expiration of Option.** The Option may not be exercised to any extent by anyone after, and will expire on, the first of the following to occur:

(a) The final expiration date in the Grant Notice;

(b) Except as the Administrator may otherwise approve, the expiration of three (3) months from the date of Participant's Termination of Service, unless Participant's Termination of Service is for Cause or by reason of Participant's death or Disability;

(c) Except as the Administrator may otherwise approve, the expiration of one (1) year from the date of Participant's Termination of Service by reason of Participant's death or Disability; and

(d) Except as the Administrator may otherwise approve, Participant's Termination of Service for Cause.

As used in this Agreement, "Cause" means (i) if Participant is a party to a written employment or consulting agreement with the Company or its Subsidiary in which the term "cause" (or a term of like import) is defined, "Cause" as defined in such agreement, and (ii) if no such agreement exists (or in the absence of any definition of "cause" or a term of like import contained therein), (A) the Administrator's determination that Participant failed to substantially perform Participant's duties (other than a failure resulting from Participant's Disability); (B) the Administrator's determination that Participant failed to

carry out, or comply with any lawful and reasonable directive of the Board or Participant's immediate supervisor; (C) Participant's conviction, plea of no contest, plea of nolo contendere, or imposition of unadjudicated probation for any felony or indictable offense or crime involving moral turpitude; (D) Participant's unlawful use (including being under the influence) or possession of illegal drugs on the premises of the Company or any of its Subsidiaries or while performing Participant's duties and responsibilities for the Company or any of its Subsidiaries; or (E) Participant's commission of an act of fraud, embezzlement, misappropriation, misconduct, or breach of fiduciary duty against the Company or any of its Subsidiaries.

ARTICLE III. EXERCISE OF OPTION

3.1 Person Eligible to Exercise. During Participant's lifetime, only Participant may exercise the Option. After Participant's death, any exercisable portion of the Option may, prior to the time the Option expires, be exercised by Participant's Designated Beneficiary as provided in the Plan.

3.2 Partial Exercise. Any exercisable portion of the Option or the entire Option, if then wholly exercisable, may be exercised, in whole or in part, according to the procedures in the Plan at any time prior to the time the Option or portion thereof expires, except that the Option may only be exercised for whole Shares.

3.3 Tax Withholding.

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

(b) Participant acknowledges that Participant is ultimately liable and responsible for all taxes owed in connection with the Option, regardless of any action the Company or any Subsidiary takes with respect to any tax withholding obligations that arise in connection with the Option. 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 exercise of the Option or the subsequent sale of Shares. The Company and the Subsidiaries do not commit and are under no obligation to structure the Option to reduce or eliminate Participant's tax liability.

ARTICLE IV. OTHER PROVISIONS

4.1 Adjustments. Participant acknowledges that the Option is 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 (or, if Participant is then deceased, to the person entitled to exercise the Option) 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, 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.

A-2 April 11, 2024

Jason Gorevic

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 and the Option 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 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 Option, and rights no greater than the right to receive the Shares as a general unsecured creditor with respect to the Option, as and when exercised pursuant to the terms hereof.

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 **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.

***** Via e-mail

A-3Re:Release and Separation Agreement

Dear Jason:

Exhibit 10.3

TELADOC HEALTH, INC.
2023 EMPLOYMENT INDUCEMENT INCENTIVE AWARD PLAN

RESTRICTED STOCK GRANT NOTICE

Capitalized terms not specifically defined in this Restricted Stock 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"). Your last day of employment with Teladoc Health, Inc. (the "Company").

The Company has granted to the participant listed below was April 5, 2024 ("Participant Separation Date"). In order to receive the shares separation benefits provided in Section 5(b)(i) of Restricted Stock described in this Grant Notice (the Amended and Restated Executive Employment Agreement between you and the Company, dated as of June 16, 2015 (as amended October 29, 2019, the "Restricted Shares Employment Agreement"), subject to the terms and conditions of the Plan and the Restricted Stock Agreement attached as which are set forth in Exhibit A (the "to this Release Agreement ("Agreement Separation Benefits"), both less all required withholdings and deductions, as provided under the Employment Agreement, you must sign this Release Agreement (this "Release").

You hereby confirm your resignation from the Board of Directors of the Company (the "Board"), as required by the Employment Agreement and effective immediately. In addition, you have resigned from any other directorships, offices or other positions that you may hold in the Company or any of its affiliates. In addition, following the Separation Date, you agree to no longer represent yourself as an employee, officer, associate, agent, or authorized representative of the Company, negotiate or enter into any agreements on behalf of the Company, or otherwise bind the Company in any way.

Your participation in any Company-sponsored health, dental and/or vision insurance benefit plans will terminate on April 30, 2024. Thereafter, you will be eligible to continue your health, dental and vision care coverages and/or Flexible Spending Accounts pursuant to the provisions of the Consolidated Omnibus Reconciliation Act of 1985 ("COBRA") for an 18-month period (or such shorter period as may be applicable under the relevant provisions of COBRA), or you may choose to purchase insurance on the public exchange or elsewhere. Except as provided herein, all other benefits will end as of the Separation Date.

Regardless of whether you sign this Release, you will receive your final paycheck, which will include payment of your wages through the Separation Date, and the Company will pay you all unreimbursed business expenses you have incurred through the Separation Date that the Company would reimburse in the ordinary course, provided you submit them in accordance with Company policy and no later than three weeks after your Separation Date, or in accordance with relevant law. You shall retain any vested benefits under the Company's ERISA-covered employee benefit plans. You shall also be covered under any applicable indemnification agreement and directors' and officers' liability insurance for any actions or inactions through the Separation Date.

1. No Other Compensation or Benefits. Except for the Separation Benefits set forth in this Release, you agree you are not entitled to any other or further compensation, remuneration, benefits, severance, reimbursement, or payments from the Company. You acknowledge and agree you have been paid any bonuses and/or any other awards you have earned under the terms of the

plan or agreement where the amounts were payable to you prior to your Separation Date. You acknowledge and agree that no other compensation, bonuses or awards are payable to you. And therefore, you acknowledge and agree you have been paid for all time worked and are owed no further wages and/or compensation of any kind.

2. Release & Covenant Not To Sue. In exchange for the Separation Benefits, you (on behalf of yourself, your heirs, your executors, and your assigns and all persons who might have claims deriving from your own) unconditionally, and to the maximum extent permitted by law, waive and release any and all lawsuits, debts, obligations, demands, judgments, damages, or causes of action that may lawfully be released by private agreement (referred to in this Release as "claims") you have or might have against the Company and any of its predecessors, parents, subsidiaries, divisions, affiliates, and related entities, including Teladoc Health, Inc. or any of their past and present owners, officers, directors, shareholders, members, managing members, agents, attorneys, employees, and successors (with regard to individuals, the definition includes in their individual capacity and corporate capacity other than with regard to owners, shareholders, agents and attorneys whom shall only be released from claims in their capacities as such), firms, or entities ("Released Parties"). These claims include, but are not limited to, all claims, whether known or unknown, arising up to and including the date you sign this Release, whether under contract, tort, statute, equity, or common law, including any and all foreign, federal, state, and/or local constitutional, statutory, regulatory, or common law. Released claims include, but are not limited to (i) claims covered by the Americans with Disabilities Act, the Age Discrimination in Employment Act ("ADEA"), Title VII of the Civil Rights Act, the Family and Medical Leave Act ("FMLA"), the Employee Income Retirement and Security Act ("ERISA") (with respect to unvested benefits), the Equal Pay Act, the Sarbanes-Oxley Act of 2002, the Worker Adjustment and Retraining Notification Act, the National Labor Relations Act, the Genetic Information Nondiscrimination Act of 2008, the New York State and City Human Rights Laws, the New York Executive Law, the New York Labor Laws, the New York State Correction Law, the New York State Civil Rights Law, the New York Workers' Compensation Law, the New York City Administrative Code and the New York State Worker Adjustment and Retraining Notification Act, all as amended and including all of their respective implementing regulations; (ii) any and all claims for compensation of any type whatsoever, including but not limited to claims for salary, wages, bonuses, commissions, incentive compensation, vacation and/or severance; (iii) any and all claims arising under tort, contract and/or quasi-contract law, including but not limited to claims of breach of an expressed or implied contract, tortious interference with contract or prospective business advantage, breach of the covenant of good faith and fair dealing, promissory estoppel, detrimental reliance, invasion of privacy, nonphysical injury, personal injury or sickness or any other harm, wrongful or retaliatory discharge, fraud, defamation, slander, libel, false imprisonment, negligent or intentional infliction of emotional distress; and (iv) any and all claims for monetary or equitable relief, including but not limited to attorneys' fees, back pay, front pay, reinstatement, experts' fees, medical fees or expenses, costs and disbursements. Damages released and waived include back pay, future pay, lost benefits, any and all wages, compensatory damages, emotional distress, physical injury damages, pain and suffering, liquidated damages, punitive damages, exemplary damages, attorney's fees, costs, civil fines, penalties and interest. This is a general release. You expressly acknowledge that this general release includes, but is not limited to, any and all claims arising out of or related to your employment with and separation from the Company, whether or not they are known to you at the time you sign this Release.

By signing this Release, you expressly acknowledge and represent that (a) you have suffered no injuries or occupational diseases arising out of or in connection with your employment by the Company; (b) you have received all wages to which you were entitled as an employee of the Company; (c) you received all leave to which you were entitled under the FMLA; and (d) you are not aware of any facts or circumstances constituting a violation of the FMLA, the Fair Labor Standards Act, or any applicable state leave or wage payment law.

You expressly agree that this Release forever precludes you from bringing, instituting, maintaining, further pursuing, or participating in any lawsuit against the Released Parties for any causes or claims released herein, except as stated below. You further agree that this Release may be pleaded as a full defense to any action, suit, arbitration or other proceeding covered by the terms hereof which is or may be initiated, prosecuted or maintained by you, your descendants, dependents, heirs, executors, administrators or permitted assigns. You specifically waive any right to become, and promise not to become, a member of any class in which a claim against the Released Parties is made involving any events leading up to the date you sign this Release, except where such waiver is prohibited by law. You represent that you have not filed or otherwise initiated any lawsuit, charge, claim, or demand against any of the Released Parties. You further agree that should you or any person, organization, or other entity bring or file, or cause or permit to be brought or filed, any civil action, suit, or administrative or legal proceeding involving any matter occurring at any time prior to the date you sign this Release, you will not accept any personal, equitable, or monetary relief in such civil action, suit, or administrative or legal proceeding, except where such waiver is prohibited by law. You agree that the Separation Benefits fully satisfy any individual relief to which you are entitled as a result of your employment with and separation from the Company.

This Release expressly releases claims under the False Claims Act to the fullest extent permitted by law. To the extent that a court of competent jurisdiction were to conclude that pre-filing releases of claims under the False Claims Act are not enforceable absent government knowledge of the alleged claims, the parties agree that you will be permitted to participate in any legal proceedings under the False Claims Act. But, you specifically waive any rights you may have to receive any monetary award from such proceedings.

3. Reservation of Your Rights. You understand your release of claims herein does not apply to (i) claims for unemployment or workers' compensation benefits, (ii) claims under this Release or claims or rights that may arise after the date that you sign this Release, (iii) claims for reimbursement of expenses under the Company's expense reimbursement policies, (iv) any vested rights under the Company's ERISA-covered employee benefit plans as applicable on the date you sign this Release, (v) claims relating to vesting of equity awards in accordance with this Release, (vi) claims for indemnification or for coverage under directors' and officers' liability insurance policies and (vii) any claims that controlling law clearly states may not be released by private agreement.

Moreover, nothing contained in this Release, including the Release & Covenant Not to Sue, and Confidentiality provisions, is intended to or will preclude you from communicating with, filing a charge or complaint with, providing documents or information voluntarily or in response to a subpoena or other information request to, or from participating in an investigation or proceeding conducted by a government agency, including, but not limited to, the Equal Employment Opportunity Commission and the National Labor Relations Board. However, by signing this Release, you are waiving your right to recover any individual relief (including any backpay, front pay, reinstatement or other legal or equitable relief) in any charge, complaint, or lawsuit or other proceeding brought by you or on your behalf by any third party, except for any right you may have to receive a payment or award from a government agency (and not the Company) for information provided to the government agency or where otherwise prohibited. In addition, nothing in this Release, including the Release & Covenant Not to Sue and Confidentiality provisions prohibits you from testifying truthfully in any legal process between you and the Company or any of its affiliates.

In addition, nothing prevents you from discussing or disclosing conduct, or the existence of a settlement involving conduct, that you reasonably believed to be illegal discrimination, illegal harassment, illegal retaliation, a wage and hour violation, or sexual assault, or that is recognized as illegal under state, federal, or common law, or that is recognized as against a clear mandate of public policy, where the conduct occurred at the workplace, at work-related events coordinated by or through the employer, between employees, or between an employer and an employee, whether on or off the employment premises; provided, however, that you remain subject to the obligation to keep confidential the amount paid in settlement of any claim.

Nothing in this Release waives your right to testify in an administrative, legislative, or judicial proceeding concerning alleged criminal conduct or alleged sexual harassment on the part of the Company, or on the part of the agents or employees of the Company, including but not limited to when you have been required or requested to attend such a proceeding pursuant to a court order, subpoena, or written request from an administrative agency or the legislature.

4. Conditions Precedent. As required by Section 5(b)(iv) of the Employment Agreement, the following are conditions precedent to your receipt of the Separation Benefits:

(a) **Confidentiality.** You understand and agree that you remain subject to the covenants set forth in Section 7(a) of the Employment Agreement and your Employee Confidentiality Agreement.

(b) **Noncompetition and Nonsolicitation and Other Restrictive Covenants.** You acknowledge and agree that the restrictive covenants set forth in the Employment Agreement, including, without limitation, the restrictive covenants set forth in Section 7(c) of the Employment Agreement (Non-Solicitation and Non-Competition) shall remain in full force and effect pursuant to the applicable terms of such provisions following the Separation Date; provided that in addition to the exceptions set forth in Section 7(c) of the Employment Agreement, you may engage in (whether as an employee, agent, consultant, advisor, independent contractor, proprietor, partner, officer, director or otherwise) or participate in the financing, operation, management or control of any "Competing Entity" (as therein defined) so long as the businesses of the Competing Entity that compete with the products and services of the Company which report to you, or in which you engage or participate in any material respect, are limited to products and services which (individually or in the aggregate) make up no more than 5% of the Company's annual revenues as of the date hereof.

(c) **Non-Disparagement.** You and the Company acknowledge and agree that the non-disparagement provision set forth in Section 8 of your Employment Agreement shall remain in full force and effect pursuant to the applicable terms of such provision following the Separation Date. This provision shall not preclude either party 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.

(d) **Acknowledgment.** You agree that the foregoing commitments are a material part of this Release, that the Separation Benefits would not be made to you without you making those commitments, that those payments constitute full, fair, and independent consideration for those commitments and that receipt of the Separation Benefits are contingent on your continued compliance with such commitments.

5. Return of Company Property. Whether you enter into this Release or not, within ten (10) business days of your Separation Date, you must return to the Company all of the Company's property in your possession (other than de minimis items) including, but not limited to: computers; PDAs; cellular phones; credit cards; files, notes, books, binders, manuals, and other printed material; computer disks and software; and all other tangible and intangible property belonging to the Company and obtained by you in connection with your employment with the Company, including all copies of such property, in any form, electronic or otherwise. You agree to provide the Company with any password(s) you installed and/or used on any Company computer or other Company property. You understand that the Company, in its sole discretion, may choose to delay any payments due to you under this Release unless and until you comply with this paragraph, but such delay shall not relieve you of your other obligations under this Release or your release of claims. Notwithstanding the foregoing, you may retain your contacts, calendars and personal correspondence and any information reasonably needed for your personal tax return preparation, and you may retain your laptop computer and related equipment and your iPad; provided, that you shall permit the Company a reasonable opportunity to remove any confidential information of the Company from such electronics.

6. Company Representation. Subject to your resignation from the Board, the Company represents and warrants that it, to the knowledge of its chief legal officer and members of the Board (other than you), is not aware of any claims (whether asserted or unasserted) that it has against you as of the date of this Agreement.

7. Attorney and Advisor Fees. The Company shall reimburse you for (or pay directly), your reasonable attorneys' and advisors' fees and costs incurred in connection with the negotiation of this Agreement and your pending employment termination, up to a cap of \$50,000.

8. Miscellaneous

(a) **Partial Invalidity.** Should any portion, word, clause, phrase, sentence, or paragraph of this Release be declared void or unenforceable, other than the Release & Covenant Not To Sue, such portion will be considered independent and severable from the remainder, the validity of which are incorporated into will remain unaffected.

(b) **Construction.** This Release will not be construed in favor of one Party or against the other.

(c) **Compliance with Terms.** The failure to insist upon compliance with any provision contained in this **Grant Notice** by reference. Release will not be deemed a waiver of that provision or condition. If on one or more occasions a party waives or relinquishes a right or power it has in this Release, that shall not be deemed a waiver or relinquishment of any right or power at any other time or times.

Participant:

Grant Date:

Number of Restricted Shares:

Vesting Commencement Date:

Vesting Schedule:

By Participant's signature below, Participant agrees

(d) **Remedy.** Failure to be bound abide by the terms of this **Grant Notice**, Release will constitute a breach of this Release and will entitle the **Plan Company** to cease any and all severance payments and, where appropriate, to immediate injunctive relief to enjoin further breaches of those paragraphs, consequential damages, and reimbursement of all previously paid severance payments (with the exception of one dollar (\$1.00)), fees and costs actually incurred in bringing such legal action; provided, that the Company shall provide you with written notice of any such failure to abide and not less than 30 days to cure, if curable. However, you shall remain subject to your obligations under this Release, including your release of claims. This paragraph shall not limit any of your reserved rights under this Release nor impose any remedy for your doing so.

(e) **Section 409A.** This Release is intended to be interpreted and applied so that the payment of the Separation Benefits and any other benefits are exempt from, or comply with, the requirements of Internal Revenue Code Section 409A ("Section 409A") under the short-term deferral and separation pay exemptions set forth in Treasury Regulation Sections 1.409A-1(b)(4) and (9), and shall be interpreted consistently with such provisions. The Company and its respective officers, directors, employees, or agents, however, make no guarantee that the terms of this Release are exempt from, the provisions of Section 409A, and you agree that none of them will have any liability if the payments provided for under this Release are subject to, but not in compliance with, the requirements of Internal Revenue Code Section 409A. Section 5(b)(v) of the Employment Agreement is incorporated herein by reference. For purposes of Section 409A, your right to receive any installment payments pursuant to this Release shall be treated as a right to receive a series of separate and distinct payments. Whenever a payment under this

Release specifies a payment period with reference to a number of days and such period spans two of your taxable years, the actual date of payment within the specified period shall be in the second of the two taxable years to the extent required by Section 409A.

9. **OWBPA.** Pursuant to the OWBPA, you acknowledge and understand that:

- (a) You are waiving claims for age discrimination under the ADEA in exchange for the payments described above;
- (b) Under this Release, you will receive consideration beyond that to which you would be entitled without signing this Release;
- (c) You have been advised in writing and are hereby advised through this Release of the right to consult with an attorney before signing this Release;
- (d) You have been given a period of at least 21 days (from the original date you were given this Release) within which to review and consider this Release before signing it; and
- (e) You may revoke this Release by providing written notice to the Company within seven days after you sign it, and this Release shall not become effective and enforceable until such seven-day period has expired. Any notice of revocation of this Release shall not be effective unless given in writing and received by Company within the seven day revocation period via e-mail as follows:

Adam Vandervoort
Chief Legal Officer
[REDACTED]

10. **Voluntary & Entire Agreement.** Your signature below will indicate that you are entering into this Release freely and with a full understanding of its terms and not in reliance upon any representations other than those explicitly set forth in this Release. No changes to this Release will be valid unless in writing and signed by both you and the Agreement. Participant has reviewed Company. With the Plan, exception of any fiduciary duties you may have to the Company, your obligation not to misappropriate trade secrets, and your obligations under any other restrictive covenants (including covenants not to compete, not to solicit Company employees, and not to solicit Company clients, customers, or business relationships) or confidentiality agreements you may have with the Company that survive termination, this Grant Notice Release constitutes the entire understanding 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 agreement of the Plan, parties related to the matters discussed in this Grant Notice Release and supersedes any agreement or plan that provides for severance benefits of any kind. This Release is in addition to any arbitration, confidentiality and/or lawful restrictive covenant agreements into which you may have entered during your employment with the Agreement. Participant hereby agrees to accept as binding, conclusive Company, and final all decisions or interpretations your obligations under any such agreements which shall remain in full force and effect. This Release shall be interpreted and enforced in accordance with the laws of the Administrator upon any questions arising under State of New York.

* * *

If you are willing to enter into this Release with its terms becoming effective on the Plan, seventh day following the date signed below, please signify your acceptance in the space indicated below and return to me within 21 days of receiving this Grant Notice or the Agreement. Release.

TELADOC HEALTH, INC.

By:

Print Name:

Title:

PARTICIPANT

By:

Print Name:

Sincerely,

/s/ Adam Vandervoort

Adam Vandervoort
Chief Legal Officer

I, JASON GOREVIC, HAVE READ AND UNDERSTAND THIS RELEASE, AND I ACCEPT AND AGREE TO ALL OF ITS TERMS AND CONDITIONS. I ENTER INTO THIS RELEASE VOLUNTARILY, WITH FULL KNOWLEDGE THAT IT WILL BECOME EFFECTIVE FOLLOWING MY SIGNATURE AND THE TERMS OUTLINED IN THIS RELEASE.

/s/ Jason Gorevic 4/11/2024

Signature Date

(Signature Pages to Separation and Release of Claims Agreement)

RESTRICTED STOCK AGREEMENT Exhibit A

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. Separation Benefits

**ARTICLE I.
GENERAL**

1.11. Issuance of Restricted Shares Salary Continuation. The Company will issue provide you separation pay in the Restricted Shares form of continuation of your base salary in effect immediately prior to the Participant effective Separation Date (which base salary is \$800,000) for a period of 18 months following the Separation Date, to be paid periodically in accordance with the Company's normal payroll practices, commencing no later than 45 calendar days following the date this Release becomes irrevocable under its terms (as set forth herein). The total amount of such payments will be \$1,200,000.

2. 2024 Pro-Rated Annual Bonus. The Company will pay you a cash amount equal to the pro rata portion of your Bonus you would have earned for 2024, which Bonus shall be determined based on Company financial performance results against the Company financial performance objectives for 2024, payable in a lump sum at the same time bonuses are paid to Company senior executives generally (but in no event later than March 15, 2025).

3. Equity Grants. All unvested equity or equity-based awards granted to you under any equity compensation plans of the Company that were scheduled to vest within 12 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 12-month period (provided that nothing herein shall operate to extend the term, if any, of an award beyond the final expiration date provided in the applicable award agreement or prohibit the award from being treated in substantially the same manner as awards held by the Company's other senior executives in the context of a Change of Control 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 grant date set forth Separation Date. Notwithstanding anything herein to the contrary, all equity grants (whether currently vested or that will become vested as outlined in the Grant Notice and will cause (a) a stock certificate or certificates representing the Restricted Shares to this paragraph) shall be registered in Participant's name or (b) the Restricted Shares to be held in book-entry form. If a stock certificate is issued, the certificate will be delivered to, and held in accordance with this Agreement governed by the Company relevant terms of the award agreements and the equity incentive plan or its authorized representatives and will bear the restrictive legends required plans under which such grants were issued, except as necessary to take into account modifications made by this Agreement. If the Restricted Shares are held in book-entry form, then the book-entry will indicate that the Restricted Shares are subject to the restrictions of this Agreement paragraph.

1.24. Incorporation of Terms of Plan Life Insurance. The Restricted Shares are subject Company will continue your group life insurance coverage (provided that you will reimburse the Company for any incremental cost of continuing such group life insurance coverage) in effect on the Separation Date for a period of 18 months following the Separation Date.

5. COBRA Payments. If you timely elect continued medical, dental or vision coverage under one or more of the Company's group medical, dental or vision plans pursuant to COBRA, the Company will directly pay, or reimburse you for, the COBRA premiums for you and your covered dependents under such plans during the period commencing on the Separation Date and ending upon the earliest of (A) 18 months following the Separation Date, (B) the date you and/or your covered dependents become no longer eligible for COBRA and (C) the date you become eligible to receive such coverage from a subsequent employer (and you agree to promptly notify the Company of such eligibility) (such period, the "COBRA Period"). Notwithstanding the foregoing, if the Company determines that it cannot provide you the foregoing benefits without potentially violating applicable law (including, without limitation, Section 2716 of the Public Health Service Act) or incurring an excise tax, the Company shall, in lieu of the foregoing, during the COBRA Period, provide you with a taxable monthly payment in an amount equal to the terms monthly COBRA premium that you would be required to pay to continue your and conditions your covered

dependents' group health coverage in effect on the Separation Date, which amount shall be based on the premium for the first month of COBRA coverage.

6. **Stock Options.** In addition, the Company shall provide that outstanding options set forth on **Schedule II** shall have their exercise periods extended until April 5, 2025; provided, that the foregoing shall not prevent the Company from terminating or cancelling such options in this Agreement and the Plan, which is incorporated herein by reference. In the event of any inconsistency between the Plan and this Agreement, connection with a Change in Control pursuant to the terms of the Plan will control.

1.3 **Employment Inducement Award.** The Restricted Shares are intended equity plan and award agreement applicable 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 Restricted Shares will be interpreted consistent with such intent.

ARTICLE II. **VESTING, FORFEITURE AND ESCROW**

2.1 **Vesting.** The Restricted Shares will become vested Shares (the "**Vested Shares**") according to the vesting schedule in the Grant Notice except that any fraction of a Share that would otherwise become a Vested Share will be accumulated and will become a Vested Share only when a whole Vested Share has accumulated.

2.2 **Forfeiture.** In the event of Participant's Termination of Service for any reason, Participant will immediately and automatically forfeit to the Company any Shares that are not Vested Shares (the "**Unvested Shares**") at the time of Participant's Termination of Service, except as otherwise determined by the Administrator or provided in a binding written agreement between Participant and the Company. Upon forfeiture of Unvested Shares, the Company will become the legal and beneficial owner of the Unvested Shares and all related interests and Participant will have no further rights with respect to the Unvested Shares.

2.3 **Escrow.**

(a) Unvested Shares will be held by the Company or its authorized representatives until (i) they are forfeited, (ii) they become Vested Shares or (iii) this Agreement is no longer in effect. By accepting this Award, Participant appoints the Company and its authorized representatives as Participant's attorney(s)-in-fact to take all actions necessary to effect any transfer of forfeited Unvested Shares (and Retained Distributions (as defined below), if any, paid on such forfeited Unvested Shares) to the Company as may be required pursuant to the Plan or this Agreement and to execute such representations or other documents or assurances as the Company or such representatives deem necessary or advisable in connection with any such transfer. The Company, or its authorized representative, will not be liable for any good faith act or omission with respect to the holding in escrow or transfer of the Restricted Shares.

(b) All cash dividends and other distributions made or declared with respect to Unvested Shares ("**Retained Distributions**") will be held by the Company until the time (if ever) when the Unvested Shares to which such Retained Distributions relate become Vested Shares. The Company options.

will establish a separate Retained Distribution bookkeeping account ("**Retained Distribution Account**") for each Unvested Share with respect to which Retained Distributions have been made or declared in cash and credit the Retained Distribution Account (without interest) on the date of payment with the amount of such cash made or declared with respect to the Unvested Share. Retained Distributions (including any Retained Distribution Account balance) will immediately and automatically be forfeited upon forfeiture of the Unvested Share with respect to which the Retained Distributions were paid or declared.

(c) As soon as reasonably practicable following the date on which an Unvested Share becomes a Vested Share, the Company will (i) cause the certificate (or a new certificate without the legend required by this Agreement, if Participant so requests) representing the Share to be delivered to Participant or, if the Share is held in book-entry form, cause the notations indicating the Share is subject to the restrictions of this Agreement to be removed and (ii) pay to Participant the Retained Distributions relating to the Share.

2.4 **Rights as Stockholder.** Except as otherwise provided in this Agreement or the Plan, upon issuance of the Restricted Shares by the Company, Participant will have all the rights of a stockholder with respect to the Restricted Shares, including the right to vote the Restricted Shares and to receive dividends or other distributions paid or made with respect to the Restricted Shares.

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 the Restricted Shares 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 Section 83(b) Election. If Participant makes an election under Section 83(b) of the Code with respect to the Restricted Shares, Participant will deliver a copy of the election to the Company promptly after filing the election with the Internal Revenue Service.

3.3 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 Restricted Shares or Retained Distributions will be satisfied by the Company's withholding from the Shares issuable under the Restricted Shares or Retained Distributions 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 3.3(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 Restricted Shares or Retained Distributions as Participant's election to satisfy all or any portion of the withholding tax by requesting the Company retain Shares otherwise deliverable under the Award.

(c) Participant acknowledges that Participant is ultimately liable and responsible for all taxes owed in connection with the Restricted Shares and the Retained Distributions, regardless of any action the Company or any Subsidiary takes with respect to any tax withholding obligations that arise in connection with the Restricted Shares or the Retained Distributions. 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 Restricted Shares or the Retained Distributions or the subsequent sale of the Restricted Shares or the Retained Distributions. The Company and the Subsidiaries do not commit and are under no obligation to structure this Award to reduce or eliminate Participant's tax liability.

ARTICLE IV. RESTRICTIVE LEGENDS AND TRANSFERABILITY

4.1 Legends. Any certificate representing a Restricted Share will bear the following legend until the Restricted Share becomes a Vested Share:

THE SHARES REPRESENTED BY THIS CERTIFICATE ARE SUBJECT TO FORFEITURE IN FAVOR OF THE COMPANY AND MAY BE TRANSFERRED ONLY IN ACCORDANCE WITH THE TERMS OF A RESTRICTED STOCK AGREEMENT BETWEEN THE COMPANY AND THE STOCKHOLDER, A COPY OF WHICH IS ON FILE WITH THE SECRETARY OF THE COMPANY.

4.2 Transferability. The Restricted Shares and any Retained Distributions are subject to the restrictions on transfer in the Plan and may not be sold, assigned or transferred in any manner unless and until they become Vested Shares. Any attempted transfer or disposition of Unvested Shares or related Retained Distributions prior to the time the Unvested Shares become Vested Shares will be null and void. The Company will not be required to (a) transfer on its books any Restricted Share that has been sold or otherwise transferred in violation of this Agreement or (b) treat as owner of such Restricted Share or accord the right to vote or pay dividends to any purchaser or other transferee to whom such Restricted Share has been so transferred. The Company may issue appropriate "stop transfer" instructions to its transfer agent, if any, or make appropriate notations to the same effect in its records.

ARTICLE V. OTHER PROVISIONS

5.1 Adjustments. Participant acknowledges that the Restricted Shares and the Retained Distributions are subject to adjustment, modification and termination in certain events as provided in this Agreement and the Plan.

5.2 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, 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.

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

5.4 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.

5.5 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 this Agreement or 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.

5.6 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 Restricted Shares and the Retained Distributions 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.

5.7 Entire Agreement. The Plan, the Grant Notice 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.

5.8 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.

5.9 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 Award.

5.10 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.

5.11 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.

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Exhibit 10.4

TELADOC HEALTH, INC.
2023 EMPLOYMENT INDUCEMENT INCENTIVE AWARD PLAN

RESTRICTED STOCK UNIT GRANT NOTICE

Capitalized terms not specifically defined in this 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") 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 "RSUs"), subject to the terms and conditions of the Plan and the 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 RSUs:

Vesting Commencement Date:

Vesting Schedule:

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. Participant hereby agrees to accept as binding, conclusive and final all decisions or interpretations of the Administrator upon any questions arising under the Plan, this Grant Notice or the Agreement.

TELADOC HEALTH, INC.

By:

Print Name:

Title:

PARTICIPANT

By:

Print Name:

Exhibit A Schedule I

RESTRICTED STOCK UNIT AGREEMENT Schedule I

Capitalized terms not specifically defined in this Agreement have Equity Awards Eligible for Vesting Within One Year Following 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 Separation 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. The RSUs are subject to the terms and conditions set forth in this Agreement and the Plan, which is incorporated herein by reference. 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. The RSUs will vest according to the vesting schedule in the Grant Notice except that any fraction of an RSU that would otherwise be vested will be accumulated and will vest only when a whole RSU has accumulated. 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 determined by the Administrator or provided in a binding written agreement between Participant and the Company. 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.

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 excise 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.

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 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.** 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, 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 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 whose laws are applicable to Participant and this Award of RSUs (as determined by the Administrator in its sole 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 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.

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Exhibit 10.5

TELADOC HEALTH, INC.
2023 EMPLOYMENT INDUCEMENT INCENTIVE AWARD PLAN

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**”) 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. Participant hereby agrees to accept as binding, conclusive and final all decisions or interpretations of the Administrator upon any questions arising under the Plan, this Grant Notice or the Agreement.

| TELADOC HEALTH, INC. Equity Grant | PARTICIPANT Grant Date | Vesting Schedule | Number of Shares Eligible for Vesting in 12 months | Vesting and Settlement Date |
|---|------------------------------|--|--|--|
| By: 2022 RSUs | 03/01/2022 | By: Vesting quarterly through March 2025 | 22,460 | Promptly Following Separation Date |
| Print Name: 2022 PSUs (3-year AEBITDA)* | 03/01/2022 | Print Name: Vesting in March 2025 (subject to 3-year performance) | 26,951 (at target; actual between 0% and 200% of target, depending on performance) | After performance is determined (March 2025) |
| Title: 2023 RSUs | 03/03/2023 | Vested 1/3 in March 2024, then quarterly through March 2026 | 62,004 | 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 | 21,128 | 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 | 49,603 (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 | 65,909 | 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 | 26,363 (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 | 6,591 (at target; actual between 0% and 200% of target depending on performance) | After performance is determined (March 2025) |

*Vesting and determination of amount of shares that would have vested within 12 months remains subject to achievement of Company performance targets through the end of 2024.

Schedule II

Schedule II**Vested Stock Options Eligible for Extended Exercise Period**

| Shares subject to Stock Option | Exercise Price |
|--------------------------------|----------------|
| 400,116 | \$22.30 |

Exhibit A 10.3**PERFORMANCE RESTRICTED STOCK UNIT RETENTION BONUS AGREEMENT**

Capitalized terms not specifically defined in this This Retention Bonus 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 (this **"Award of PSUs and Dividend Equivalents Agreement"**.

(a) The Company has granted the PSUs to Participant effective") is made as of the grant date set forth in the Grant Notice April 26, 2024 (the **"Grant Effective Date"**), between Teladoc Health, Inc. (together with any of its successors or assigns, the **"Company"**), and Adam Vandervoort (the **"Employee"**). The number Company and the Employee are sometimes hereinafter referred to individually as a **"Party"** and together as **"Parties."**

WHEREAS, the Company and the Employee are parties to a certain Executive Severance Agreement, dated as of PSUs stated July 15, 2015, as amended ("Employment Agreement"); and

WHEREAS, the Employee has business knowledge and expertise in the Grant Notice conduct of the Company's business and the Company desires to assure itself of the continued services of the Employee so it will have the continued benefit of their ability, experience and services.

NOW, THEREFORE, in consideration of the reciprocal obligations and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

1. Retention Bonus

(a) Subject to **Section 1(c)** below, provided that from the Effective Date through the date that is twelve (12) months following the target number of PSUs that may be earned under this Award Effective Date (the **"Target Number of PSUs Retention Period"**), Employee is continuously employed by the Company and available for work, the Company shall pay Employee a retention bonus equal to ninety-four thousand and no/100 dollars (\$94,000.00) (the **"Retention Bonus"**). The number of PSUs that may actually Retention Bonus shall be earned under payable to the Employee in one lump sum, less applicable withholdings, as soon as reasonably practicable hereafter, but in no event later than fifteen (15) days hereafter.

(b) The Employee's entitlement to a Retention Bonus pursuant to this Award ranges from Agreement is in addition to any compensation and/or benefits to which the Employee is entitled pursuant to the Employment Agreement or any other agreement or plan in place between **[]%** the Company and **[]%** of the Target Number of PSUs. Each earned PSU represents Employee. Notwithstanding anything to the right to receive one Share or, at the option of the Administrator, an amount of cash, in either case, as set forth contrary in this Agreement. Participant will have no right to Agreement, 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 Employee's employment with the amount of any such cash paid.

1.2 Incorporation of Terms of Plan. The PSUs and Dividend Equivalents are Company remains subject to the terms and conditions of the Employment Agreement. The Company and the Employee agree that nothing in this Agreement shall amend, alter or otherwise modify any of the terms in the Employment Agreement or any other agreement in place between the Company and the Employee. In the event of a conflict between this Agreement and the Employment Agreement (or with any other agreement in place between the Company and the Employee), the terms of such other agreement shall take precedence and control.

(c) If Employee's employment with the Company is terminated during the Retention Period: (i) by the Company for "Cause" (as such term is defined in the Employment Agreement); or (ii) by the Employee in connection with an event or condition that does not constitute "Good Reason" (as such term is defined in the Employment Agreement), the Retention Bonus shall be considered unearned and not payable to the Employee (the "**Unearned Compensation**").

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If the Company has already paid the Retention Bonus to the Employee at the time of termination, the Employee shall return the Unearned Compensation to the Company in an amount equal to the Retention Bonus within fourteen (14) days of termination.

To the extent permitted by law, the Employee hereby authorizes the Company to deduct from any amount due the Employee from the Company, including but not limited to the Employee's final paycheck and any severance or other benefit, any Retention Bonus amount subject to this Section 1(c). If such deductions are insufficient to reimburse the Company for the full amount owed by the Employee, the Employee shall remain personally liable for the remaining balance.

(d) If the Employee's employment with the Company is terminated during the Retention Period: (i) by the Company without "Cause" (as such term is defined in the Employment Agreement); or (ii) by the Employee in connection with an event or condition that constitutes "Good Reason" (as such term is defined in the Employment Agreement), and the Employee (y) executes a general release of claims in favor of the Company or its successor, its subsidiaries and their respective directors, officers and stockholders in a form acceptable to the Company or its successor; and (z) has not revoked or rescinded such release by the end of any period of time in which the Employee is legally entitled to revoke or rescind such release, then, so long as the Employee complies with the terms of this Agreement, the Employee shall be entitled to the Retention Bonus, in addition to any other accrued compensation or benefits due.

2. Employee's Representations. The Employee hereby represents and warrants to the Company that (i) the Employee has entered into this Agreement of Employee's own free will for no consideration other than as referred to herein, (ii) the execution, delivery and performance of this Agreement by him or her do not and shall not conflict with, breach, violate or cause a default under any contract, agreement, instrument, order, judgment or decree to which the Employee is a party or by which he or she is bound, and (iii) upon the execution and delivery of this Agreement by the Company, this Agreement shall be the valid and binding obligation of the Employee, enforceable in accordance with its terms. The Employee hereby acknowledges and represents that the Employee fully understands the terms and conditions contained herein.

3. Notices. Any notice provided for in this Agreement shall be in writing and shall be either personally delivered, sent by reputable overnight courier service, sent by telecopy (with hard copy to follow by regular mail) or mailed by first class mail, return receipt requested, to the recipient at the address below indicated:

Notices to the Employee

The address most recently on file with the Company.

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Notices to the Company

Teladoc Health, Inc.
Attn: Chief Legal Officer
2 Manhattanville Rd., Suite 203
Purchase, New York 10577

Any notice under this Agreement shall be deemed to have been given when so delivered, sent or mailed.

4. Choice of Law. This Agreement shall be governed by and construed in accordance with the internal laws of the State of New York without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction) that would cause the application of laws of any jurisdiction other than those of the State of New York. Any legal suit, action or proceeding arising out of this Agreement or the matters contemplated hereunder shall be instituted exclusively in the federal courts of the United States or the courts of the State of New York in each case located in the city of New York and County of New York, and each Party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action or proceeding and waives any objection based on improper venue or *forum non conveniens*. Service of process, summons, notice or other document by mail to such Party's address set forth herein shall be effective service of process for any suit, action or other proceeding brought in any such court.

5. Mutual Waiver of Jury Trial. THE COMPANY AND THE EMPLOYEE EACH WAIVE THEIR RESPECTIVE RIGHT TO A TRIAL BY JURY OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF OR RELATED TO THIS AGREEMENT IN ANY ACTION, PROCEEDING OR OTHER LITIGATION OF ANY TYPE BROUGHT BY ANY OF THE PARTIES AGAINST ANY OTHER PARTY OR ANY AFFILIATE OF ANY OTHER SUCH PARTY, WHETHER WITH RESPECT TO CONTRACT CLAIMS, TORT CLAIMS OR OTHERWISE. THE COMPANY AND THE EMPLOYEE EACH AGREE THAT ANY SUCH CLAIM OR CAUSE OF ACTION SHALL BE TRIED BY A COURT TRIAL WITHOUT A JURY. WITHOUT LIMITING THE FOREGOING, THE PARTIES FURTHER AGREE THAT THEIR RESPECTIVE RIGHT TO A TRIAL BY JURY IS WAIVED BY OPERATION OF THIS SECTION AS TO ANY ACTION, COUNTERCLAIM OR OTHER PROCEEDING WHICH SEEKS, IN WHOLE OR IN PART, TO CHALLENGE THE VALIDITY OR ENFORCEABILITY OF THIS AGREEMENT OR ANY PROVISION HEREOF. THIS WAIVER SHALL APPLY TO ANY SUBSEQUENT AMENDMENTS, RENEWALS, SUPPLEMENTS OR MODIFICATIONS TO THIS AGREEMENT.

6. No Right to Continued Employment. Nothing in this Agreement confers on you any right to continued employment with the Company or any of its affiliates or successors. You remain an at-will employee for the duration of your employment with the Company, which means you or the Company may terminate your employment at any time.

7. Section 409A. This Agreement is intended to comply with Section 409A of the Internal Revenue Code ("Section 409A") or an exemption thereunder and shall be construed and

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administered in accordance with Section 409A. Notwithstanding any other provision of this Agreement, payments provided under this Agreement may only be made upon an event and in a manner that complies with Section 409A or an applicable exemption. Any payments under this Agreement that may be excluded from Section 409A as a short-term deferral shall be excluded from Section 409A to the maximum extent possible. Notwithstanding the foregoing, the Company makes no representations that the payments and benefits provided under this Agreement comply with Section 409A, and in no event shall the Company be liable for all or any portion of any taxes, penalties, interest, or other expenses that may be incurred by the Employee on account of non-compliance with Section 409A.

8. Amendment and Waiver. The provisions of this Agreement may be amended or waived only with the prior written consent of the Company and the Employee, and no course of conduct or course of dealing or failure or delay by any Party hereto in enforcing or exercising any of the provisions of this Agreement shall affect the validity, binding effect or enforceability of this Agreement or be deemed to be an implied waiver of any provision of this Agreement.

9. **Counterparts.** This Agreement or any amendment hereto may be executed in counterparts, each of which when so executed and delivered shall be an original, but all of which shall together constitute one and the same instrument. This Agreement may be executed and delivered by facsimile or electronic transmission with the same force and effect as if the same were a fully executed and delivered original manual counterpart.

10. **Survival.** Sections 2 through 10 shall survive and continue in full force in accordance with their terms notwithstanding the termination of the Retention Period, Employee's employment with the Company, or this Agreement.

[SIGNATURE PAGE FOLLOWS]

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IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date first above written.

TELADOC HEALTH, INC. EMPLOYEE

By: /s/Mala Murthy By: /s/ Adam Vandervoort

Name: Mala Murthy Name: Adam Vandervoort

Date: April 26, 2024 Date: April 26, 2024

[Signature Page to Retention Bonus Agreement]

Exhibit 10.4

AMENDMENT NO. 2 TO EXECUTIVE SEVERANCE AGREEMENT

This Amendment No. 2 to Executive Severance Agreement (this "**Amendment**"), by and between Teladoc Health, Inc., a Delaware corporation ("**Teladoc**" or the "**Company**"), and Mr. Adam Vandervoort, an individual resident in the State of Connecticut ("**Executive**"), is made as of April 26, 2024.

Recitals

- A. Teladoc and Executive are parties to that certain Executive Severance Agreement, dated as of July 15, 2015, as amended by instrument dated October 29, 2019 (the "**Agreement**").
- B. Teladoc and Executive desire to make certain changes to the Agreement, as set forth in this **Agreement** Amendment.

Terms and the Plan, which is incorporated herein by reference. Conditions

In the event of any inconsistency between the Plan and this Agreement, the terms consideration of the Plan will control. mutual covenants contained herein, along with other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, hereby agree as follows:

1.3 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 1. Amendments.

(a) The PSUs will be earned, if at all, based on the Company's achievement of the [1.1.] performance conditions fixed by the Compensation Committee of the Board of Directors of the Company over the Performance Period Except as otherwise set forth in this Amendment, capitalized terms have the Grant Notice (the " meaning given them in the Agreement).

1.2. Performance Period". Within ninety (90) days following completion of the Performance Period, the Administrator will determine, in its sole and absolute discretion, the extent to which the performance conditions have been satisfied (the date of such determination, the "**Determination Date**"). To the extent earned, the PSUs will vest as The amendments set forth in Section 2.1(c) this Amendment shall have effect automatically upon the earlier of: (i) the date of public announcement by Teladoc of the selection of a permanent Chief Executive Officer succeeding Mr. Jason Gorevic; or (ii) January 1, 2025 (such time of effectiveness, the "**Effective Time**").

(b) 1.3. Change At the Effective Time, Section 1(h) of the Agreement is hereby amended by adding the following immediately at the end of such section:

"It is further understood and agreed that any change in Control the Company's reporting structures that results in Executive not directly and exclusively reporting to the Company's Chief Executive Officer (or most-senior officer in the enterprise, if not called "chief executive officer") shall constitute a material reduction under clause (B) of this Section 1(h) such that "Good Reason" shall be deemed to exist."

1.4. At the Effective Time, Section 2(a) of the Agreement is hereby deleted in its entirety and replaced with the following:

"(a) Severance Upon Qualifying Termination. Notwithstanding Section 2.1(a), if Executive has a Change in Control occurs on Qualifying Termination that does not occur prior to the last day of the Performance Period, the PSUs will be earned but in connection with, on the date of, or within twelve (12) months following a Change of Control, then subject to (x) the Change in Control or an earlier date determined by the Administrator (the date requirements of such determination, the "**CIC Determination Date**") and the number of earned PSUs will equal the greater of (i) 100% of the this Section

Page 1 of 4

Target Number 2(a), (y) Executive's continued compliance with the terms of PSUs the Confidentiality Agreement and (ii) Sections 4 and 5 hereof and (z) the number terms of Section 8 hereof, Executive shall be entitled to receive the following payments and benefits:

(i) The Company shall pay to Executive (A) his or her fully earned PSUs using the Company's expected full period performance based on its then current period-to-date results, in each case, as determined by the Administrator prior to but unpaid base salary through the date of the Change in Control; provided that, Executive's Qualifying Termination, (B) any accrued but unpaid paid time off and (C) any other amounts or benefits, if the Administrator does not make such a determination or determines that there is insufficient information to accurately estimate any, under the Company's full period performance, the number of earned PSUs will equal the Target Number of PSUs. Any PSUs that have not been earned will be automatically forfeited on the CIC Determination Date unless the Administrator otherwise determines.

(c) Vesting of Earned PSUs; Forfeiture. The earned PSUs will vest [as employee benefit plans, programs or arrangements to] on [each of] the Determination Date or the CIC Determination Date, as applicable[, and as to [] on [each of] the [] anniversary[ies] thereof]. Any fraction of a PSU that would otherwise be vested will be accumulated and will vest only when a whole PSU has accumulated. 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 determined by the Administrator or provided in a binding

written agreement between Participant and the Company. Dividend Equivalents (including any Dividend Equivalent Account balance) will vest or be forfeited, as applicable, upon the vesting or forfeiture of the corresponding PSU.

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 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 excise taxes under Section 409A.

(b) If a PSU which Executive 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.

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 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. 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, 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 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 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 entitled pursuant to the terms of this Agreement, such plans, programs or arrangements or applicable law, payable in accordance with the terms of such plans, programs or arrangements or as otherwise required by applicable law (collectively, the "Accrued Rights");

4.10 Not (ii) Executive shall receive continued payment of the Base Salary for a Contract period of Employment. Nothing twelve (12) months following the termination date in accordance with the Plan, Company's ordinary payroll practices;

(iii) The Company will pay Executive the Grant Notice amount of any earned but unpaid annual bonus for the calendar year immediately prior to the year in which Executive's Qualifying Termination occurs, as determined by the Board (or an authorized committee) in its good faith discretion, payable in a lump sum at the same time annual bonuses are paid to other Company executives generally but in no event later than December 31 of the year in which Executive's Qualifying Termination occurs;

(iv) If Executive timely elects continued coverage under COBRA for Executive and Executive's covered dependents under the Company's group health (medical, dental or this Agreement confers upon Participant any right vision) plans following such Qualifying Termination, then the Company shall pay the COBRA premiums necessary to continue Executive's and his covered dependents' health insurance coverage in effect on the employ termination date until the earliest of (x) twelve (12) months following the effective date of such Qualifying Termination, (y) the date when Executive becomes eligible for substantially equivalent health insurance coverage in connection with new employment or service self-employment (and Executive agrees to promptly notify the Company of such eligibility) and (z) the date Executive ceases to be eligible for COBRA continuation coverage for any reason, including plan termination (such period from the Qualifying Termination date through the earlier of (x)-(z), in such case, the "COBRA Payment Period"). Notwithstanding the foregoing, if at any time the Company determines that its payment of COBRA premiums on Executive's behalf would result in a violation of applicable law (including but not limited to the 2010 Patient Protection and Affordable Care Act, as amended by the 2010 Health Care and Education Reconciliation Act) or an excise tax, then in lieu of paying COBRA premiums pursuant to this Section 2(a)(iv), the Company shall pay Executive on the last day of each remaining month of the COBRA Payment Period, a fully taxable cash payment equal to the COBRA premium for such month, subject to applicable tax withholding, such payment to be made without regard to Executive's payment of COBRA premiums; and

(v) All unvested equity or equity-based awards granted to Executive under any and all equity compensation plans of the Company that were scheduled to vest within twelve (12) months after the date of Executive's termination or any Subsidiary or interferes with or restricts in any way the rights resignation shall become immediately vested

Page 2 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

4.11 Country Addendum. Notwithstanding

as to time, with any provisions in this Agreement, the PSUs shall be such awards that are subject to any special terms and performance-based vesting conditions set forth in an appendix (if any) remaining eligible to this Agreement for any country whose laws are applicable to Participant and this Award of PSUs (as determined by the Administrator in its sole 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, vest to the extent the Company determines performance conditions are satisfied during such twelve-month period (provided that nothing in this Section 2(a) shall operate to extend the application term, if any, of such terms an award beyond the final expiration date provided in the applicable award agreement)."

2. Other Provisions. Except as expressly set forth above, each and conditions is necessary or advisable for legal or administrative reasons. The Country Addendum constitutes part every provision of this Agreement. the Agreement shall remain unchanged and in full force and effect.

4.123. General Provisions. Counterparts. The Grant Notice may be executed in one or more counterparts, including by way provisions of any electronic signature, subject Section 8 of the Agreement shall govern this Amendment, to Applicable Law, each of which will be deemed an original the fullest extent applicable and all of which together will constitute one instrument. are hereby incorporated into this Amendment.

* * * * [Signature page follows.]

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IN WITNESS WHEREOF, the parties have executed and delivered this Amendment as of the date first written above.

MR. ADAM VANDEROORT,
an individual resident in the
State of Connecticut

/s/ Adam Vandervoort

TELADOC HEALTH, INC.,
a Delaware corporation

By: /s/ Mala Murthy
Name: Ms. Mala Murthy
Title: Acting Chief Executive Officer and
Chief Financial Officer

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Exhibit 31.1

Certification

I, Jason Gorevic, Mala Murthy, certify that:

- I have reviewed this Quarterly Report on Form 10-Q of Teladoc Health, Inc. (the "registrant") for the period ended September 30, 2023 March 31, 2024;

2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. **The registrant's other certifying officer and I are am** 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 my** supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to **us me** 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 my** 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 my** 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 my** 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: **October 27, 2023**

/s/ JASON GOREVIC
Jason Gorevic
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 September 30, 2023;
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: October 27, 2023 April 26, 2024

/s/ MALA MURTHY

Mala Murthy

Acting Chief Executive Officer, 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 September 30, 2023 as filed with the Securities and Exchange Commission on the date hereof (the "Report"), I, Jason Gorevic, 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: October 27, 2023

/s/ JASON GOREVIC

Jason Gorevic

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 September 30, 2023 **March 31, 2024** as filed with the Securities and Exchange Commission on the date hereof (the "Report"), I, Mala Murthy, **Acting Chief Executive Officer and 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: **October 27, 2023** **April 26, 2024**

/s/ MALA MURTHY

Mala Murthy

Acting Chief Executive Officer, Chief Financial Officer

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