

## Lingo Bulk Order Program General Terms and Conditions

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### 1. Order

#### 1.1. Applicable Terms

The terms of the Order Form and these General Terms and Conditions, including applicable Exhibits and Program Guides (collectively, the “Agreement”) govern the provision and receipt of the Orders. The following descending order of precedence applies: (a) the Order Form; (b) the General Terms and Conditions; (c) the Exhibits; and (d) the Program Guide.

#### 1.2. Term

Once Purchaser indicates acceptance of the terms of this Agreement, this Agreement will apply to all relevant Orders.

#### 1.3. Modifications

Lingo may modify the General Terms and Conditions, Exhibits, or Program Guide at any time with notice to Purchaser.

### 2. Ordering

#### 2.1. Pricing

The applicable prices of the Lingo Biosensors will be set forth in the Order Form.

#### 2.2. Payments

Purchaser must pay for each Order at the time of the Order. See Section 17 (Payment Method) of the Lingo Terms of Sale, found at [www.hellolingo.com/tos-uk](http://www.hellolingo.com/tos-uk). The minimum order quantities are described in the Program Guide.

### 3. Acceptance of Orders

#### 3.1. Delivery

Lingo will deliver the Lingo Orders directly to Purchaser to the Ship-to Address in accordance with this Agreement. Risk of loss for Lingo Biosensors transfer from Lingo to Purchaser upon Delivery.

### 4. Purchaser Restrictions

#### 4.1. Restriction Against Reselling

Purchaser is prohibited from reselling the Lingo Biosensors, including offering for sale on third-party online platforms or marketplaces.

#### 4.2. Marketing and Branding

Purchaser will comply with all marketing and branding guidelines as provided by Lingo to Purchaser from time to time.

#### 4.3. Handling and Storage

Purchaser will handle, store, and distribute the Lingo Biosensors in strict accordance with the Lingo Biosensor labelling and Lingo written instructions as provided from time to time.

### 5. Customer Service

Purchaser can contact the Lingo customer service team as indicated on the Lingo website found at <https://www.hellolingo.com/uk>.

Communications between Purchaser and the Lingo customer service team are subject to the Lingo Privacy Notice found at <https://hellolingo.com/privacy-notice/uk>

### 6. Confidentiality

#### 6.1. Protection

Receiving Party must protect Disclosing Party’s Confidential Information with at least the same degree of care as it protects its own Confidential Information but not less than a reasonable degree of care. Receiving Party may not use Disclosing Party’s Confidential Information except to exercise its rights and perform its obligations under this Agreement. Receiving Party may disclose Confidential Information only to Receiving Party’s Affiliates, employees, and contractors who need to know the Confidential Information for purposes of this Agreement and who have a duty of confidentiality no less restrictive than this Section 6 (Confidentiality).

Receiving Party is responsible for the compliance of these confidentiality obligations of their Affiliates, employees, and contractors.

#### 6.2. Exceptions

Receiving Party's obligations under Section 6.1 (Protection) do not apply if the information: (a) is rightfully known by Receiving Party at the time of disclosure without any obligation of confidentiality as can be shown by documentary evidence; (b) is lawfully disclosed to Receiving Party by a third party without confidentiality restrictions; (c) becomes publicly available through no fault of Receiving Party; or (d) is independently developed by Receiving Party without access to or use of Disclosing Party's Confidential Information as can be shown by documentary evidence.

#### 6.3. Required Disclosure

Receiving Party may make a Mandatory Disclosure if for each Mandatory Disclosure, Receiving Party (a) notifies Disclosing Party of the proposed content in writing, (b) gives Disclosing Party a reasonable opportunity to review and comment, and (c) in good faith, revises and shares the content based on comments received from Disclosing Party and discloses such Confidential Information after Disclosing Party's review and consent.

### 7. Intellectual Property

#### 7.1. Lingo IP

All worldwide copyright, trademark, service mark, trade dress, patents, rights in databases and all other worldwide intellectual property and proprietary rights in and to all materials and/or content made available by or on behalf of Lingo is at all times owned by or licensed by the Abbott group of companies. If Purchaser provides any Feedback about the Lingo Biosensor or Lingo Products and Services, Lingo may use that Feedback without restriction and any intellectual property therein is hereby assigned to Lingo.

#### 7.2. Limitations

Purchaser will not use Lingo's or its Affiliate's name, trade names, trademarks, service marks, designs or logos, including, but not limited to, Lingo Marks, in any publication, press release, domain name, user name, hashtag, website or otherwise without Lingo's prior written approval.

#### 7.3. Reservation of Rights

Except as expressly stated in the Agreement, the Agreement does not grant either party any rights, implied or otherwise, to the other party's content or Intellectual Property Rights.

### 8. Anti-Bribery and Corruption

Each party agrees: (a) to comply with all applicable anti-bribery and anti-corruption laws (and related regulation and guidance); (b) to comply with all export, import and re-export regulations, restrictions, sanctions and/or prohibitions; (c) it has in place adequate policies and procedures to prevent bribery or corrupt conduct by their employees or persons under their control; and (d) that the sale and purchase of the Lingo Biosensors are a commercial arrangement and the terms have been agreed at arm's length and are at a fair market value.

### 9. Limited Warranties

#### 9.1. Warranty

Except to the extent expressly set out in this Agreement, and to the maximum extent permitted by law, Lingo, for itself and on behalf of its suppliers, disclaims all warranties and conditions whether express, implied, or statutory, including any warranties of merchantability, satisfactory quality, fitness for a particular purpose, and any warranty arising from course of dealing or course of performance, related to the Lingo Products and Services. Lingo does not warrant that the Lingo Products and Services will meet (or are designed to meet) Purchaser's requirements.

### 10. Limitation of Liability

#### 10.1. Disclaimer

SUBJECT TO SECTION 10.3, TO THE MAXIMUM EXTENT PERMITTED BY LAW, NEITHER PARTY,

NOR ANY OF THEIR RESPECTIVE AFFILIATES OR REPRESENTATIVES, WILL BE LIABLE FOR LOST PROFITS OR BUSINESS OPPORTUNITIES, LOSS OF USE, LOSS OF DATA, LOSS OF GOODWILL, BUSINESS INTERRUPTION, OR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES UNDER ANY THEORY OF LIABILITY. THIS LIMITATION WILL APPLY REGARDLESS OF WHETHER A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF THOSE DAMAGES AND REGARDLESS OF WHETHER ANY REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

#### 10.2. Cap on Monetary Liability

Subject to Section 10.3 (Exclusions), each party's aggregate liability under this Agreement will not exceed the aggregate amounts paid or payable by Purchaser in the 12 months prior to the event giving rise to the claim.

#### 10.3. Exclusions

The limitations of liability in Section 10.1 (Disclaimer) and 10.2 (Cap on Monetary Liability) will not apply to (a) either party's infringement of the other party's Intellectual Property Rights; (b) death or personal injury caused by negligence; (c) fraud or fraudulent misrepresentation; or (d) any other liability that may not be limited or excluded by law.

### 11. Miscellaneous

#### 11.1. Notice

All notices must be in writing. Notices to Purchaser will be given by email to the email address associated with Purchaser's account. Notices to Lingo shall be given to Lingo Sensing Technology Unlimited Company, 1420 Harbor Bay Parkway, Suite 290, Alameda, CA 94502, Attention: DVP, Lingo with a copy to Abbott Diabetes Care, 1420 Harbor Bay Parkway, Suite 290, Alameda, CA 94502, Attention: DVP and Associate General Counsel, Abbott Diabetes Care. Notices will be effective upon receipt.

#### 11.2. No Partnership

Except to the extent that this Agreement expressly provides otherwise, nothing in this Agreement will create a partnership or joint venture between the

parties, constitute one party as agent of the other or give either party authority to make or enter into commitments, assume liabilities or pledge credit on behalf of the other party.

#### 11.3. Waiver

Waiver of a breach of the Agreement will not constitute a waiver of any later breach.

#### 11.4. Severability

If any part of the Agreement is held to be invalid or unenforceable, all remaining provisions will remain in force to the extent feasible to effectuate the intent of the parties.

#### 11.5. Compliance with Laws

Each party must comply with all applicable laws and regulations and guidance (including, but not limited to, all applicable accessibility, non-discrimination, health, advertising and export laws, regulations and guidance); and to the extent applicable, Purchasers must comply with any and all professional state licensing requirements.

#### 11.6. Governing Law and Jurisdiction

The Agreement is governed by the laws of England and Wales. Conflict of law rules are expressly disclaimed. The United Nations Convention on Contracts for the International Sale of Goods does not apply. Subject to the application of Section 11.10, the parties agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this framework agreement or its subject matter or formation.

#### 11.7. Third Party Rights

Other than as expressly stated, the Agreement does not create any rights for any person who is not a party to it, whether under the Contracts (Rights of Third Parties) Act 1999 or otherwise. Only persons who are parties to the Agreement may enforce or rely on any of its terms.

### 11.8. Force Majeure

Except for Purchaser's payment obligations, neither party will be liable for any delay or failure to perform due to any cause beyond the party's reasonable control, including acts of nature, pandemics, embargoes, shortages of material or energy, delays in the delivery of raw materials, riots, government orders, acts of terrorism, or war.

### 11.9. Entire Agreement

The Agreement contains the entire agreement of the parties and supersedes all previous or contemporaneous communications, representations, proposals, commitments, understandings, and agreements, whether written or oral, between the parties regarding its subject matter. Nothing in the preceding sentence shall limit or exclude any liability for fraud or fraudulent misrepresentation. Except as otherwise provided herein, the Agreement may be amended only in writing and signed by both parties.

### 11.10. Dispute Resolution

Any dispute or claim arising out of or in connection with this Agreement initiated by either party shall be resolved by binding Alternative Dispute Resolution in accordance with the provisions set forth in Exhibit A.

## 12. Definitions

- 12.1. "Affiliates" means, with respect to either party, a person that directly, or indirectly through one or more intermediaries, controls, is controlled by, or is under common control with, such party. As used in this definition, the term "control" means possession of direct or indirect power to order or cause the direction of the management and policies of a person whether (a) through the ownership of more than 50% of the voting securities of such person, or (b) by contract, applicable law, or otherwise.
- 12.2. "Confidential Information" means this Agreement, all Order Forms, and all information or materials provided by or on behalf of a party ("Disclosing Party") to the other party or its Affiliates or representatives in any form ("Receiving Party") that is (a) seen or heard while on the premises of the Disclosing Party or disclosed in writing or verbally by the Disclosing Party to the Receiving Party; (b) relating to products (including development or production), customers, suppliers, Purchasers, data, processes, prototypes, samples, plans, marketing plans, reports, forecasts, technical, software (including source code), financial, commercial or personal information, research, research results, strategies, inventions (whether patentable or not), discoveries, ideas, formulas, know-how and trade secrets; and (c) that is labelled "confidential" or would reasonably be understood to be confidential or proprietary.
- 12.3. "Customer Service" means the support services as set out in Section 5 of these General Terms and Conditions.
- 12.4. "Delivery" means when Lingo loads the Lingo Biosensors on the carrier's vehicle at Lingo's designated point of shipment.
- 12.5. "EULA" means the Lingo End User License Agreement available at <https://www.hellolingo.com/eula-uk>.
- 12.6. "Exhibits" means the exhibits to these General Terms and Conditions.
- 12.7. "Feedback" means any data, comments, suggestions, feedback, questions, materials, or similar information that Purchaser or its End Users provide to Lingo. Feedback is non-confidential and non-proprietary to Purchaser.
- 12.8. "General Terms and Conditions" means these Lingo Bulk Order Program General Terms and Conditions, including Exhibits.
- 12.9. "Intellectual Property Rights" means all worldwide intellectual property rights, including copyrights, trademarks, service marks, rights in databases, trade secrets, know-how, inventions, patents, patent applications, moral rights, and all other proprietary rights, whether registered or unregistered.
- 12.10. "Lingo" means Lingo Sensing Technology Unlimited Company.

- 12.11. “Lingo Biosensor(s)” means the Biosensor as defined in the EULA.
- 12.12. “Lingo Marks” means the Lingo Trademarks as defined in the EULA.
- 12.13. “Lingo Products and Services” means the Lingo Products and Services as defined in the EULA.
- 12.14. “Mandatory Disclosure” means, in each instance, a disclosure by Receiving Party to comply with a request from a governmental authority or applicable law.
- 12.15. “Order(s)” means the purchase of Lingo Biosensors as described in the applicable Order Form.
- 12.16. “Order Form” means an order form or other ordering document used by Purchaser to request Lingo Biosensors.
- 12.17. “Purchaser” means the entity submitting the Order Form.
- 12.18. “Ship-to Address” means the address listed in the shipping information section of the applicable Order Form.