

## Lingo Reseller Program General Terms and Conditions

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### 1. Supplied Product

#### 1.1. Applicable Terms

The terms of each Order Form and these General Terms and Conditions, including the Exhibits (collectively, the “Agreement”) govern the provision and receipt of Supplied Product. The following descending order of precedence applies: (a) the General Terms and Conditions, (b) the Exhibits, and (c) the applicable Order Form that has been accepted by Lingo.

#### 1.2. Modifications

Lingo may modify the General Terms and Conditions and Exhibits at any time with notice to Reseller. Any such update to the General Terms and Conditions or Exhibits will apply to any Order Forms (a) submitted after delivery of such notice or (b) that have been submitted by Reseller prior to such notice of modification but not yet accepted by Lingo pursuant to Section 4.2, unless Reseller notifies Lingo within two (2) days of its receipt of such notice of modification that it wishes to rescind the Order Form as a result of such modification. Notwithstanding the foregoing, any modification by Lingo to the General Terms and Conditions or Exhibits that pertain specifically to marketing and branding or Trademark guidelines shall apply to all Order Forms, including but not limited to Order Forms that have been accepted or fulfilled by Lingo.

#### 1.3. Appointment as Reseller

Lingo appoints Reseller, subject to the terms of this Agreement, to be an authorized, non-exclusive reseller of Supplied Product during the Term to End Users in the Territory. Reseller will not represent itself as associated or connected with Lingo except as a reseller of the Supplied Product in accordance with the terms of this Agreement and will not make any representation, warranty, condition or guarantee, enter into any agreement, incur any liability or do any act, on behalf of Lingo, and will not pledge the credit of Lingo. This Agreement does not itself obligate the parties to purchase or provide the Supplied Product.

Such obligations arise only following acceptance of an Order Form.

#### 1.4. Exclusivity

During the Term, Reseller shall not sell or perform marketing activities for Competitive Products or their respective manufacturers, in the Territory. Reseller shall not (a) promote Competitive Products as superior to the Supplied Product or (b) issue any communication that is intended to (or could reasonably be expected as intending to) encourage, convince, or otherwise solicit End Users to switch to a Competitive Product.

### 2. Term

#### 2.1. Term

The General Terms and Conditions, including the Exhibits, shall become effective on the day the General Terms and Conditions is fully executed, and shall have an initial term of two (2) years, unless earlier terminated by a party as set forth herein. The General Terms and Conditions may be renewed for successive one (1)-year periods following the initial term, upon mutual written agreement of the parties. The initial term and any renewal periods shall collectively be referred to as “Term.” Notwithstanding any termination or expiration of this Agreement, if either party has outstanding obligations under any accepted Order Form as of such termination or expiration, the terms and conditions of this Agreement shall continue to apply with respect to such Order Form until all such outstanding obligations have been satisfied.

#### 2.2. Termination for Cause

Either party may terminate this Agreement (in whole or in part), including any of the Order Forms under this Agreement, by written notice if the other party: (a) materially breaches any provision of this Agreement and fails to cure within 14 days after receiving written notice of such party’s intention to terminate; or (b) becomes insolvent or subject to any form of bankruptcy proceeding. Lingo may terminate this Agreement, including any of the Order Forms

under this Agreement, with immediate effect upon written notice to Reseller if Lingo ceases to make the Supplied Product available on the market in the Territory.

### 2.3. Termination for Convenience

Either party may terminate this Agreement at any time with 90 days' prior written notice to the other party.

### 2.4. Termination for Public Disrepute

If at any time during or prior to the Term, Reseller engages in any conduct or activity, including public disclosure of prior activities, that sheds a negative or disparaging light on Lingo or may negatively affect Lingo or any of its products' image, goodwill, or reputation, in Lingo's sole opinion, or becomes the subject of public disrepute or scandal, Lingo may immediately (or such other date as Lingo determines) terminate the Agreement, including any of the Order Forms, upon written notice to Reseller.

### 2.5. Effect of Termination or Expiration

Upon termination or expiration of this Agreement, (a) Reseller will remain responsible for any payment it owes under the Agreement, including any payments due with respect to Order Forms, regardless of when fulfilled, (b) the ability of Reseller to order the applicable Supplied Product shall immediately end, and (c) at Lingo's sole election, Lingo may accept or reject any Order Forms submitted by Reseller as of the effective date of the termination that Lingo has not yet accepted or rejected. Reseller shall have the right to sell any Supplied Product remaining in Reseller's inventory for a period of ninety (90) days from the date of termination of the Agreement (during which Section 1.4 shall still apply). After such 90-day period, (i) Reseller must stop reselling the applicable Supplied Product and representing itself as a reseller of the Supplied Product; (ii) Reseller will immediately discontinue all use of the Lingo Marks and any samples, advertising, marketing and promotional literature, product information, signage, point of sale and other materials relating to the Supplied Product and will promptly, at Lingo's direction, destroy or return the same to Lingo; and (iii) each party must return or destroy any Confidential Information of the other party in its

control (other than information that must be retained by law). The provisions of Sections 2.5 (Effect of Termination or Expiration), 3.1 (Payments), 3.2 (Dispute), 3.4 (Taxes), 4.3 (Delivery, Returns and Refunds), 5.1 (Reselling) (solely with respect to Supplied Product remaining in Reseller's inventory pursuant to this Section 2.5), 5.4 (Recall), 5.5 (Regulatory Activities), 6 (End User Inquiries and Complaints), 7 (Confidentiality), 8 (Intellectual Property), 10.3 (Disclaimer), 11 (Indemnification by Lingo) (with respect to activities conducted during the Term), 12 (Indemnification by Reseller) (with respect to activities conducted during the Term), 13 (Limitation of Liability), 14 (Data Use and Privacy), 15 (Miscellaneous) and 16 (Definitions) shall survive expiration or termination of this Agreement.

## 3. Ordering

### 3.1. Payments

The price for Reseller's purchase of Supplied Product will be governed by the then current price list for the Supplied Product, which will be specified in the Reseller Manual (Exhibit F). Lingo shall invoice Reseller at the time of shipment. Reseller must pay all invoices within 30 days from the date of invoice. Invoices outstanding for over 30 days are subject to a 1.5% per month late payment charge.

### 3.2. Disputes

If the parties have any dispute regarding the amounts due hereunder, the parties shall negotiate in good faith to resolve the dispute as soon as reasonably practicable, pursuant to Section 15.8. If the dispute is resolved and reconciling payments are required, the applicable party will make the reconciling payment in accordance with the terms of Section 3.1 (Payments).

### 3.3. Resale Pricing

The Reseller will be responsible, in its sole discretion, for determining the retail price and discounts at which it resells the Supplied Product. Reseller fully understands that any suggested retail price which may be issued by Lingo is merely a suggested price and Reseller is not required to sell any Supplied Product at such suggested retail prices.

### 3.4. Taxes

The purchase price for the Supplied Product is exclusive of amounts in respect of any tax or other charges. Lingo is not required to pay or reimburse Reseller for any taxes based on its gross or net income. All other taxes, including sales, use, privilege, excise or other taxes, duties, assessments and other related charges levied by any jurisdiction, and shipping, handling, insurance, brokerage and similar fees pertaining to the Supplied Product, shall be paid by Reseller.

### 3.5. Non-Binding Quarterly Forecasts.

Beginning with the then-current calendar quarter following the effective date of this General Terms and Conditions (regardless of whether such quarter is a full calendar quarter), and continuing for each calendar quarter thereafter during the Term of this Agreement, Reseller shall provide Lingo with a non-binding written forecast of its anticipated Product purchase quantities for the upcoming six (6) calendar quarters (each, a “Quarterly Forecast”). The initial Quarterly Forecast is attached hereto as Appendix A. Thereafter, beginning with the calendar quarter following the quarter in which the initial Quarterly Forecast was delivered, each subsequent Quarterly Forecast shall be delivered to Lingo at least thirty (30) days prior to the end of the then-current calendar quarter. All Quarterly Forecasts will be for informational and planning purposes only and shall not: (a) create any binding obligation on the part of Reseller to purchase the forecasted quantities; (b) modify the pricing terms set forth in this Agreement, including those in Exhibit F (Reseller Manual); or (c) guarantee that Lingo will have the ability to supply the forecasted quantities. Lingo shall not be liable for any failure to meet forecasted supply quantities.

## 4. Acceptance of Orders

### 4.1. Territory

Reseller may not sell or export the Supplied Product outside of the Territory without the prior written consent of Lingo.

### 4.2. Acceptance of Order Form

Reseller may submit an Order Form to Lingo from time to time, at Reseller’s election. Upon receipt of an Order Form, Lingo will determine whether it will fulfill such Order Form, and shall notify Reseller of its

acceptance or rejection. Reseller may withdraw an Order Form at any time prior to Lingo’s notification of acceptance of such Order Form; provided, however, that Reseller may be required to pay a restocking fee and/or administrative fee. Following the issuance of Lingo’s notification of acceptance of an Order Form, Reseller may only withdraw such Order Form prior to shipment of the applicable Supplied Product and subject to payment of a restocking fee and/or administrative fee.

### 4.3. Delivery, Returns and Refunds

Except as set out in an accepted Order Form, Lingo will deliver the Supplied Product directly to Reseller in accordance with these General Terms and Conditions. Risk of loss for and title to Supplied Product transfers from Lingo to Reseller upon its Delivery. Lingo shall have no obligation to accept returns from Reseller of any Supplied Product, unless such return is pursuant to Section 4.4 or 4.5 below. If an End User requests a refund for any Supplied Products, Reseller will be solely responsible for handling refunds and coordinating with the End User with respect to a refund request.

### 4.4. Inspection of Supplied Product Upon Delivery

Reseller shall inspect the outer packaging of the Supplied Product within three (3) days of Delivery. If Reseller identifies any damage or alteration to the outer packaging or has reason to believe that Supplied Product was damaged or altered prior to Delivery, Reseller shall notify Lingo in writing within five (5) days of Delivery of such Supplied Product. Such notice must include reasonable details of the damage, including but not limited to photographs of the damaged Supplied Product, a description of the nature and extent of the damage, and identification of the affected Supplied Product quantities. Lingo may request additional information reasonably necessary to evaluate the claim. Failure to provide timely notice and required documentation shall result in denial of the return or replacement request. If Lingo determines that the Supplied Product was damaged or altered prior to its Delivery, Lingo shall, at its election, either (a) replace the damaged product at no additional cost to Reseller; (b) issue a refund or a credit for future use to Reseller in an amount equal to the price of the damaged Supplied Product,

provided Reseller has paid for such affected Supplied Product; or (c) adjust the applicable invoice to remove the charges for the affected Supplied Product, provided Reseller has not yet paid for such affected Supplied Product. If Lingo does not agree that the Supplied Product was damaged or altered prior to Delivery, the parties shall attempt to resolve the disagreement in good faith. If the parties are unable to resolve the dispute, the issue shall be resolved through the dispute resolution procedures set forth in Exhibit D.

#### 4.5. Defective Product Resolution.

If the End User reports a Supplied Product defect, the End User may either contact Lingo directly as described further in Section 6, in which case Lingo will handle the resolution directly with the End User. Alternatively, if Reseller chooses to address the matter directly with the End User as described further in Section 6, Reseller shall be responsible for promptly replacing the defective Supplied Product delivered to the End User with a non-defective item. In such case, Reseller may also submit to Lingo a completed product issue form, which form will be provided by Lingo, which form will include, at a minimum: (a) the identity and quantity of the defective Supplied Product (including the defective Supplied Product's serial number), (b) a description of the defect and reason for return, (c) photographic evidence if available to the Reseller, and (d) any other information reasonably requested by Lingo. Upon receipt and review of the completed form, Lingo shall, at its sole election, either issue a refund or a credit for future use to Reseller in an amount equal to the cost of the damaged Supplied Product.

## 5. Reseller Responsibilities

### 5.1. Reselling

Reseller will resell the Supplied Product to End Users for its own account in its own name, solely through the Permitted Distribution Channels, and in accordance with the terms of this Agreement and any other guidelines provided by Lingo. Reseller will resell the Supplied Product in the same good condition as it is received by Reseller and will not tamper with or alter such Supplied Product. Reseller shall not resell any Supplied Product that Reseller has reason to believe may be damaged or altered, including if the outer packaging is damaged or altered. Reseller may

not use a subcontractor to exercise any of its rights or perform any of the activities under this Agreement, including any Order Form, without the prior written consent of Lingo. If Lingo consents to any such subcontracting, Reseller will remain liable to Lingo for the acts and omissions of its approved subcontractors. Reseller will provide End Users with clear, complete, and accurate information relating to the Supplied Product and Lingo App as instructed by Lingo from time to time. Reseller will not provide any information relating to the Supplied Product or Lingo App that is inaccurate, misleading, or inconsistent with any of (a) Lingo instructions for use, (b) the Supplied Product label and (c) the Supplied Product end user manual.

### 5.2. Financial Records and Reporting

Reseller will report its sales and inventory of Supplied Product to Lingo on a weekly basis. Reports shall be sent to sales-us@hellolingo.com and Reseller's point of contact for this Agreement. Reseller shall maintain accurate records in sufficient detail to reflect its operations under the Agreement, including with respect to sales and inventory. Upon the request of Lingo, with reasonable notice but not more frequently than once per calendar year (except for cause), Reseller will permit Lingo or its designee to have access during regular business hours to such records as may be necessary to verify the accuracy of the reports in this Section 5.2.

### 5.3. Adverse Impact

Reseller will ensure that Lingo is informed promptly of anything of which Reseller becomes aware that may have an adverse impact on the ability of Reseller to resell the Supplied Product or fulfill its obligations under this Agreement or of Lingo to provide the Supplied Product generally.

### 5.4. Recall

Each party is responsible for recall or market actions, including associated costs, of its own products, including responding to Governmental Authority. Reseller will maintain appropriate, up-to-date and accurate records of deliveries to End Users to enable the immediate recall, where necessary, of any Supplied Product. If Reseller receives notice from Lingo of a recall of the Supplied Product, Reseller shall

cooperate with Lingo to effectuate the recall and follow any guidance provided by Lingo, including if necessary, using commercially reasonable efforts to notify End Users to whom Reseller sold Supplied Product of the recall. Only Lingo shall have the authority to determine whether to recall the Supplied Product.

#### 5.5. Regulatory Activities

As between Lingo and Reseller, Lingo will be solely responsible for all regulatory activities related to the Supplied Product, including all regulatory filings and all communications with regulatory authorities. Reseller will immediately notify Lingo of any correspondence or communication received from regulatory authorities pertaining to the Supplied Product. If requested by Lingo, Reseller will provide reasonable assistance to Lingo to address such correspondence or communication. Reseller will ensure that in any contact with any regulatory authority, it will not take any action which shall, or may, impair, damage or be detrimental to the reputation or goodwill associated with Lingo, its Affiliates, Lingo Marks, the Lingo App, and the Supplied Product.

#### 5.6. Records and Audits

Lingo shall have the right to (a) examine and inspect the facilities and systems of Reseller that are involved in the receipt, handling, storage or distribution of Supplied Product and (b) inspect any records relating thereto, in each case to the extent necessary or reasonably useful to verify Reseller's compliance with this Agreement, including any Order Forms and Exhibits. Such inspections may be exercised no more than once each calendar year of the Term, except if an inspection is for cause, during normal business hours and with reasonable notice to Reseller.

#### 5.7. Marketing and Branding

Where the parties agree to conduct certain marketing activities, the parties will set forth the agreed upon activities in the form set forth in Attachment A to Exhibit A (Marketing Activities). No other marketing activities shall be conducted by Reseller without prior written approval from Lingo.

Reseller will comply with Exhibit C (Marketing Guidelines) and all other marketing, Trademark and branding guidelines as provided by Lingo to Reseller from time to time. Reseller shall use the Biosensor Trade Dress Marks in a trademark manner, and to clearly identify the Abbott group of companies as the source when Lingo biosensor imagery and/or the Biosensor Trade Dress Marks are used, and all imagery of the LINGO branded glucose monitoring biosensor and all references to the LINGO branding glucose monitoring biosensor shape and appearance shall comply with Lingo Trademark use guidelines.

### 6. End User Inquiries and Complaints

If Reseller receives from the End Users any inquiries or complaints, including any complaints regarding a potentially defective Supplied Product that Reseller determines, after conducting an initial review of such inquiry or complaint, relates to the Supplied Product or Lingo App, Reseller will, at its option, promptly (a) direct those End Users to the Lingo customer service team as indicated on the Lingo website found at <https://www.hellolingo.com> or (b) handle the issue directly with the End User without involving Lingo. Any claims by End Users regarding defective Supplied Products will also be subject to Section 4.5. Communications between End Users and the Lingo customer service team are subject to the Lingo Privacy Notice found at <https://hellolingo.com/privacy-notice>.

Lingo will redirect end users to Reseller's customer service team regarding any questions it receives regarding Reseller products and services that are subject to co-marketing by Lingo under this Agreement.

### 7. Confidentiality

#### 7.1. 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 7 (Confidentiality). Receiving Party is responsible for the compliance of its Affiliates, employees, and contractors with these confidentiality obligations.

#### 7.2. Exceptions

Receiving Party's obligations under Section 7.1 (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.

#### 7.3. 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 and limiting the disclosure to the scope required by the Mandatory Disclosure.

### 8. Intellectual Property

#### 8.1. Reseller IP

Reseller retains all Intellectual Property Rights in and to Reseller Pre-Existing IP.

#### 8.2. Lingo IP

Lingo retains all Intellectual Property Rights in and to the Lingo Pre-Existing IP (which includes but is not limited to the Supplied Product and Lingo App, including any improvements, enhancements, modifications, and derivative works). If Reseller or any End User provides any Feedback about the Supplied Product or Lingo App, Lingo may use that

Feedback without restriction and any Intellectual Property Rights therein is hereby assigned to Lingo. Lingo shall own any Intellectual Property Rights relating to the Supplied Product conceived or developed by Reseller in the course of performing its activities under this Agreement, including in the event of any breach of Section 8.5, and any such Intellectual Property Rights are hereby assigned to Lingo. Reseller will execute any documents necessary to effect any such assignment under this Section 8.2.

#### 8.3. Lingo Marks

Lingo grants a limited, non-exclusive, non-transferable, royalty-free and terminable license to Reseller to use Lingo Marks in the Territory solely (a) as appearing on the packaging of the Supplied Product and (b) in connection with any approved marketing activities. Without limiting the foregoing, Reseller will not use Lingo Marks in a manner that (i) threatens to damage the goodwill associated with the Lingo Marks or (ii) threatens to tarnish the reputation or otherwise produce an unfavorable reflection upon Lingo. Reseller will comply with any standards, guidelines, and/or instructions provided by Lingo to Reseller respecting the usage or presentation of Lingo Marks. The Lingo Marks identified in Exhibit B.1 (Lingo Marks) include Trademarks for the three-dimensional shape and appearance of the LINGO branded glucose monitoring biosensor (the "Biosensor Trade Dress Marks") and Reseller shall use the Biosensor Trade Dress Marks in a trademark manner in accordance with guidelines for use provided by Lingo, including clearly identifying the Abbott group of companies as the source of the biosensor when biosensor imagery and/or the Biosensor Trade Dress Marks are used. Reseller's use of Lingo Marks will be subject to inspection and monitoring by Lingo to ensure that such use is in accordance with all Lingo written standards, guidelines, and instructions. Reseller will promptly provide Lingo with copies or samples of all materials on which the Lingo Marks are applied upon Lingo's written request from time to time. Lingo or its Affiliate is the sole and exclusive owner of all right, title, and interest in and to the Lingo Marks, including common law rights, and any and all goodwill derived from Reseller's use of the Lingo Marks will inure solely to the benefit of Lingo and/or its Affiliates. Reseller shall not acquire any Trademark rights resulting from its use of the Lingo Marks. Neither Reseller nor its Affiliates or agents shall, during or after the Term of

the Agreement, anywhere in the world, take any action or assist any other party in taking any action, that in Lingo's or its Affiliate's sole and absolute discretion impairs or contests or tends to impair or contest the validity of Lingo's or its Affiliate's right, title and interest in and to the Lingo Marks, including, but not limited to, using, or filing an application to register, any word, Trademark, domain name, user name, hashtag, symbol or device, or any combination thereof, that is confusingly similar to or dilutes the distinctiveness of any of the Lingo Marks. To the extent prosecution of the Lingo Marks relates to or relies on activities under this Agreement, Reseller shall assist in the prosecution of any future or current Trademark registrations related to the Lingo Marks, including, but not limited to, tracking use of the Lingo Marks and tracking any other information supporting the establishment of secondary meaning and/or acquired distinctiveness. With respect to the Lingo Marks, neither Reseller nor its Affiliates or agents shall, during or after the Term, anywhere in the world, take any action, or assist any other party in taking any action, challenging the validity of any of the Lingo Marks in any court, tribunal, national trademark office, or applicable Governmental Authority.

#### 8.4. Reseller Marks

Reseller grants a limited, non-exclusive, non-transferable, royalty-free and terminable license to Lingo to use Reseller Marks in the Territory solely to fulfill its obligations under this Agreement. Lingo will not use Reseller Marks in a manner that (a) threatens to damage the goodwill associated with the Reseller Marks or (b) threatens to tarnish the reputation or otherwise produce an unfavorable reflection upon Reseller. Lingo will comply with any standards, guidelines, and/or instructions provided by Reseller to Lingo respecting the usage or presentation of Reseller Marks. Lingo's use of Reseller Marks will be subject to inspection and monitoring by Reseller to ensure that such use is in accordance with all Reseller written standards, guidelines, and instructions. Lingo will promptly provide Reseller with copies or samples of all materials on which the Reseller Marks are applied upon Reseller's written request from time to time. Reseller or its Affiliate is the sole and exclusive owner of all right, title, and interest in and to the Reseller Marks, including common law rights, and any and all goodwill derived from Lingo's use of the

Reseller Marks will inure solely to the benefit of Reseller and/or its Affiliates. Lingo shall not acquire any Trademark rights resulting from its use of the Reseller Marks. Neither Lingo nor its Affiliates or agents shall, during or after the Term, anywhere in the world, take any action or assist any other party in taking any action, that in Reseller's or its Affiliate's sole and absolute discretion impairs or contests or tends to impair or contest the validity of Reseller's or its Affiliate's right, title and interest in and to the Reseller Marks, including, but not limited to, using, or filing an application to register, any word, Trademark, domain name, user name, hashtag, symbol or device, or any combination thereof, that is confusingly similar to or dilutes the distinctiveness of any of the Reseller Marks. To the extent prosecution of Reseller Marks relates to or relies on activities under this Agreement, Lingo shall assist in the prosecution of any future or current trademark registrations related to the Reseller Marks, including, but not limited to, tracking use of the Reseller Marks and tracking any other information supporting the establishment of secondary meaning and/or acquired distinctiveness. With respect to the Reseller Marks, neither Lingo nor its Affiliates or agents shall, during or after the Term, anywhere in the world, take any action, or assist any other party in taking any action, challenging the validity of any of the Reseller Marks in any court, tribunal, national trademark office, or applicable Governmental Authority.

#### 8.5. Limitations

Neither party will use the other party's name or Trademarks, including, but not limited to, Lingo Marks, in any publication, press release, domain name, username, hashtag, website or otherwise without the other party's prior written approval. Reseller and its Affiliates shall not copy all or any part of the Supplied Product or Lingo App, or attempt, encourage or permit any third party to attempt, to reverse engineer, reverse compile or disassemble all or any part of the Supplied Product or Lingo App.

#### 8.6. Reservation of Rights

Each party shall advise the other party promptly of any assertion or allegation of possible infringement or other violation of the other party's Intellectual Property Rights of which it becomes aware during the

term of this Agreement. Each party shall fully cooperate with the other party regarding any action the party that owns the relevant Intellectual Property Rights may take with respect to such infringement or violation. The party that owns the relevant Intellectual Property Rights shall have the exclusive right, exercisable in its sole and unlimited discretion, to institute in its own name and to control and/or settle all actions against third parties relating to its Intellectual Property Rights, at its own expense, and shall be entitled to receive and retain all amounts awarded, if any, as damages, profits or otherwise in connection with such actions. Except as expressly stated in this Agreement, this Agreement does not grant either party any rights, implied or otherwise, to the other party's content, Trademarks, or Intellectual Property Rights. The rights granted to Lingo Marks and Reseller Marks hereunder may not be assigned, sub-licensed or otherwise transferred to any other party. It is expressly understood that the limited right to use Lingo Marks and Reseller Marks granted herein shall expire immediately upon termination or expiration of this Agreement, unless earlier revoked according to the terms hereof.

## 9. Anti-Bribery and Corruption

Reseller shall: (a) 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; and (c) have in place adequate policies and procedures to prevent bribery or corrupt conduct by its employees or persons under its control. Reseller acknowledges and agrees that the terms of the sale and purchase of the Supplied Product have been agreed to at arm's length and are at a fair market value.

## 10. Limited Warranties

### 10.1. Performance Standard

Each party will perform its obligations under this Agreement with reasonable care and skill and in accordance with applicable law.

### 10.2. Representations and Warranties by Each Party

Each party represents and warrants as of the effective date of this General Terms and

Conditions, and where applicable, covenants that:

- 10.2.1. Such party is a corporation duly organized, validly existing, and in good standing under applicable law;
- 10.2.2. Such party has the full corporate power and authority to execute, deliver, and perform under this Agreement, and has taken all corporate action required by applicable law and its organizational documents to authorize the execution and delivery of this Agreement and the consummation of the transactions contemplated by this Agreement;
- 10.2.3. This Agreement constitutes a valid and binding agreement enforceable against such party in accordance with its terms;
- 10.2.4. The execution and delivery of this Agreement and the consummation hereof, do not and shall not (i) conflict with or result in a breach of any provision of such party's organizational documents, (ii) result in a breach of any agreement to which it is a party that would impair the performance of its obligations hereunder, or (iii) violate any applicable law;
- 10.2.5. There is no pending or threatened action, suit, claim, investigation, or proceeding against such party with respect to its right to enter into this Agreement or that challenges or seeks to prevent or enjoin its entry into this Agreement;
- 10.2.6. Such party is not subject to any agreement or order of any Governmental Authority that restricts it from granting the rights and licenses to the other party set forth in this Agreement; and
- 10.2.7. Such party is in full compliance at all times and will continue to be in compliance at all times with all applicable law (including those related to anti-corruption) and shall not cause the other party to be in violation of any applicable law.

### 10.3. Disclaimer

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 Affiliates and subcontractors, disclaims all representations,



warranties and conditions whether express, implied, or statutory, including any warranties of merchantability, satisfactory quality, fitness for a particular purpose, title, non-infringement, and any warranty arising from course of dealing or course of performance, related to the Supplied Product or the Lingo App.

## **11. Indemnification by Lingo**

### **11.1. Defense and Indemnification**

Subject to the remainder of this Section 11 (Indemnification by Lingo) and Section 13 (Limitation of Liability), Lingo will: (a) defend Reseller for proceedings to the extent arising from any Infringement Claim with respect to Indemnified Materials (as defined in Section 16.13(a)) or any Advertising and Promotion Claim (as defined in Section 16.1(a)); and (b) indemnify and hold harmless Reseller from amounts finally awarded against Reseller by a court of competent jurisdiction or a applicable Governmental Authority, or agreed to by Lingo in a settlement, for such Infringement Claim or Advertising and Promotion Claim.

### **11.2. Requirements**

Reseller must provide Lingo with prompt written notice, no later than 30 days after it becomes aware of any Infringement Claim or Advertising and Promotion Claim, for which it seeks defense and indemnification under Section 11.1, and reasonably cooperate with Lingo's requests for assistance. Lingo will have, on request, sole control of the defense and settlement of an Infringement Claim or Advertising and Promotion Claim. If Lingo does not exercise its right to solely control the defense and settlement of an Infringement Claim or Advertising and Promotion Claim, then Lingo's obligation under Section 11.1(b) will be subject to Lingo's prior written approval of any agreed upon settlement. Except with Reseller's prior written consent (such consent not to be unreasonably withheld, conditioned or delayed), Lingo shall not enter into any settlement that (i) does not include a full and unconditional release of Reseller with respect to such claim, or (ii) includes an admission of fault, culpability or failure to act by or on behalf of Reseller.

### **11.3. Exclusions**

Lingo has no obligation or liability under this Section 11 (Indemnification by Lingo) with respect to an

Infringement Claim or Advertising and Promotion Claim based on: (a) any modification to Indemnified Materials (as defined in Section 16.13(a)) other than those approved by Lingo; (b) any unauthorized use of the Indemnified Materials (as defined in Section 16.13(a)) by Reseller; or (c) any Indemnified Material (as defined in section 16.13(a)) provided on a no-charge, beta, or evaluation basis.

### **11.4. Remedies**

Without limiting the obligation set forth in Section 11.1, if Indemnified Materials (as defined in Section 16.13(a)) become, or in Lingo's reasonable opinion are likely to become, the subject of an Infringement Claim or Advertising and Promotion Claim, Lingo shall, at its option and expense, either: (a) procure the necessary rights for Reseller to keep using such Indemnified Materials (as defined in Section 16.13(a)); or (b) modify or replace such Indemnified Materials (as defined in Section 16.13(a)) to make them non-infringing. If those remedies are not commercially feasible, Lingo may terminate Reseller's permission to access and/or use such Indemnified Materials (as defined in Section 16.13(a)).

### **11.5. Sole Remedy**

This Section 11 (Indemnification by Lingo) states Reseller's sole remedy and Lingo's entire liability for Infringement Claims and Advertising and Promotion Claims, subject to Section 13 (Limitation of Liability).

## **12. Indemnification by Reseller**

### **12.1. Defense and Indemnification**

Subject to the remainder of this Section 12, (Indemnification by Reseller) and Section 13 (Limitation of Liability), Reseller will: (a) defend Lingo and its Affiliates for proceedings to the extent arising from (i) any Infringement Claim with respect to Indemnified Materials (as defined in Section 16.13(b)) or (ii) any Advertising and Promotion Claim (as defined in Section 16.1(b)); (b) defend Lingo and its Affiliates for proceedings to the extent arising out of or in connection with any claim brought against Lingo or its Affiliates by any End User(s) or other third parties arising out of Reseller's acts or omissions, including without limitation, those described in Sections 11.3(a)-(c); and (c) indemnify and hold harmless Lingo and its Affiliates from amounts finally awarded against Lingo and its Affiliates by a court of

competent jurisdiction or applicable Governmental Authority, or agreed to in a settlement, for such Infringement Claim, Advertising and Promotion Claim, or other claim.

#### 12.2. Requirements

Lingo must provide Reseller with prompt notice, no later than 30 days after it becomes aware of any Infringement Claim, Advertising and Promotion Claim, or any other claim, for which it seeks defense and indemnification under Section 12.1, and reasonably cooperate with Reseller's requests for assistance. Reseller will have, on request, sole control of the defense and settlement of any such Infringement Claim or Advertising and Promotion Claim. If Reseller does not exercise its right to solely control the defense and settlement of an Infringement Claim or Advertising and Promotion Claim, then Reseller's obligation under Section 12.1(c) will be subject to Reseller's prior written approval of any agreed upon settlement. Except with Lingo's prior written consent (such consent not to be unreasonably withheld, conditioned or delayed), Reseller shall not enter into any settlement that (i) does not include a full and unconditional release of all indemnified parties with respect to such claim, (ii) includes an admission of fault, culpability or failure to act by or on behalf of any indemnified party, or (iii) includes injunctive or other nonmonetary relief affecting any indemnified party.

#### 12.3. Exclusions

Reseller has no obligation or liability under this Section 12 (Indemnification by Reseller) with respect to an Infringement Claim or Advertising and Promotion Claim to the extent based on: (a) any modification to Indemnified Materials (as defined in Section 16.13(b)) other than those approved by Reseller; (b) any unauthorized use of the Indemnified Materials (as defined in Section 16.13(b)) by Lingo; or (c) any Indemnified Material (as defined in Section 16.13(b)) provided on a no-charge, beta, or evaluation basis.

#### 12.4. Remedies

If Indemnified Materials (as defined in Section 16.13(b)) become, or in Reseller's reasonable opinion are likely to become, the subject of an Infringement Claim or Advertising and Promotion Claim, Reseller

shall, at its option and expense, either: (a) procure the necessary rights for Lingo to keep using such Indemnified Materials (as defined in Section 16.13(b)) or (b) modify or replace such Indemnified Materials (as defined in Section 16.13(b)) to make them non-infringing. If those remedies are not commercially feasible, Reseller may terminate Lingo's permission to access to and/or use such Indemnified Materials (as defined in Section 16.13(b)).

#### 12.5. Sole Remedy

This Section 12 (Indemnification by Reseller) states Lingo's sole remedy and Reseller's entire liability for Infringement Claims and Advertising and Promotion Claims, subject to Section 13 (Limitation of Liability).

### 13. Limitation of Liability

#### 13.1. Disclaimer

EXCEPT AS OTHERWISE SPECIFIED IN SECTION 13.3, 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.

#### 13.2. Cap on Monetary Liability

Lingo's aggregate liability under this Agreement will not exceed the aggregate amounts paid or payable by Reseller in the 12 months prior to the event giving rise to the claim, except to the extent arising out of Lingo's willful misconduct and/or fraud.

#### 13.3. Exclusions

The limitation of liability in Section 13.1 (Disclaimer) will not apply to (a) Reseller's indemnification obligations under Section 12 (Indemnification by Reseller); (b) Reseller's breach of its obligations under Section 14 (Data Use and Privacy); (c) Reseller's infringement of Lingo's Intellectual Property Rights; or (d) Reseller's breach of its confidentiality obligations, (e) death or personal injury caused by Reseller; and/or (f) Reseller's negligence,

recklessness, willful misconduct, and/or fraud, or any other liability that may not be limited or excluded by law.

## 14. Data Use and Privacy

### 14.1. General

Both parties will comply with their applicable obligations under Data Protection Laws with respect to Personal Data relating to its activities under this Agreement, including the processing of its own customers' PII. If Personal Data will be shared with Lingo under the terms of this Agreement, including any Order Form, Exhibit E.1 and/or Exhibit E.2 shall apply and shall become a part of this Agreement.

### 14.2. Operations and Applicable Terms

Lingo collects and processes End User's personal information as described in the Lingo Privacy Notice available at <https://www.hellolingo.com/privacy-notice>. Lingo may be required to disclose personal information in accordance with the Lingo Privacy Notice.

### 14.3. Personal Data Protection

Reseller is responsible for taking all steps necessary to protect any Personal Data (including PII) that it provides to Lingo in connection with addressing any End User inquiries and complaints as further described in Section 6.

## 15. Miscellaneous

### 15.1. Transfer and Assignment

Reseller may not assign its rights or obligations under this Agreement, including any Order Form, without Lingo's written consent. Once validly assigned, this Agreement will bind and inure to the benefit of the parties and their respective successors and assigns.

### 15.2. Notice

All notices must be in writing. Notices to Reseller will be given by email to the email address associated with Reseller'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.

### 15.3. No Partnership

Except to the extent that this Agreement expressly provides otherwise, nothing in this Agreement will create a partnership, joint venture, agency, or employment relationship between the parties, or give either party authority to make or enter into commitments, assume liabilities or pledge credit on behalf of the other party.

### 15.4. Waiver

Waiver of a breach of this Agreement will not constitute a waiver of any later breach. No waiver will be implied from the parties' course of conduct or any delay or failure to enforce any rights. No provision of this Agreement shall be deemed waived unless such waiver is in writing and signed by an authorized representative of the party against whom it is sought to be enforced, which waiver shall be effective solely with respect to the incidences set forth therein.

### 15.5. Severability

If any part of this 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.

### 15.6. Compliance with Laws

Each party must comply with all applicable laws and regulations and guidance.

### 15.7. Governing Law and Jurisdiction

This Agreement is governed by the laws of Illinois. Conflict of law rules are expressly disclaimed. The United Nations Convention on Contracts for the International Sale of Goods does not apply.

### 15.8. Alternative 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 D (Alternative Dispute Resolution).

#### 15.9. No Third Party Rights

Nothing in this Agreement, express or implied, is intended to, or shall, confer upon any third party any right, benefit, or remedy of any nature whatsoever under, or by reason of, this Agreement.

#### 15.10. Force Majeure

Except for Reseller'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 labor disputes, industrial disturbances, 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.

#### 15.11. Counterparts

This Agreement may be signed electronically or in counterparts, in which case each signed copy will be deemed an original as though both signatures appeared on the same document.

#### 15.12 Entire Agreement

This 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. This Agreement may be amended only in writing and signed by both parties.

#### 15.13 Equitable Relief

Reseller acknowledges that (a) a breach or threatened breach by Reseller of any confidentiality or proprietary rights provision of this Agreement would give rise to irreparable harm to Lingo for which monetary damages would not be an adequate remedy and (b) in the event of a breach or a threatened breach by Reseller of any such obligations, Lingo shall, in addition to any and all other rights and remedies that may be available to Lingo at law, at equity, or otherwise in respect of such breach, be entitled to equitable relief, including a temporary restraining order, an injunction, specific performance, and any other relief that may be

available from a court of competent jurisdiction, without any requirement to post a bond or other security, and without any requirement to prove actual damages or that monetary damages will not afford an adequate remedy.

#### 15.14 Debarment and Exclusion

Reseller represents and warrants that it is not, and has not been within the 5 years prior to the effective date of these General Terms and Conditions, debarred, disqualified, or excluded under any applicable law from: (i) providing goods or services to a regulated health care company, (ii) participating in clinical research, (iii) participating in a government procurement or non-procurement program, or (iv) participating in a reimbursed government-funded or financed healthcare program (each, a "Restriction"). Reseller shall promptly notify Lingo if any such Restriction is proposed, pending or occurs during the Term. Upon receipt of notice, Lingo may elect, in its sole discretion, to immediately terminate this Agreement, including any Order Forms issued hereunder.

#### 15.15 Construction Clause

Except where the context otherwise requires, wherever used, in this Agreement the singular shall include the plural, the plural the singular, the use of any gender shall be applicable to all genders and the word "or" is used in the inclusive sense (and/or). Whenever this Agreement refers to a number of days, unless otherwise specified, such number refers to calendar days. The captions of this Agreement are for convenience of reference only and in no way define, describe, extend or limit the scope or intent of this Agreement or the intent of any provision contained in this Agreement. The term "including," "include," or "includes" as used herein shall mean including, without limiting the generality of any description preceding such term.

#### 15.16 No Disparagement

During the Term and for a period of three (3) years thereafter, Reseller will not make disparaging claims against Lingo or its Affiliates, its products, and/or its services.

## 16. Definitions

- 16.1. “Advertising and Promotion Claim” means any claim by a third party that the marketing materials approved by (a) Lingo or (b) Reseller, are in violation of Applicable Law.
- 16.2. “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.
- 16.3. “Competitive Products” means any in-vivo analyte monitoring products or solutions provided by other companies.
- 16.4. “Confidential Information” means this Agreement, all Order Forms, and all information or materials provided by or on behalf of a party or its Affiliates (“Disclosing Party”) to the other party or its Affiliates or representatives in any form (“Receiving Party”) that is (a) seen or heard in connection with this Agreement, including any Order Form, or disclosed in writing by the Disclosing Party to the Receiving Party; (b) relating to products (including development or production), customers, suppliers, resellers, 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) (i) in the case of Reseller or Lingo as the Disclosing Party, that is labelled “confidential” or (ii) in the case of Lingo as the Disclosing Party, would reasonably be understood to be confidential or proprietary.
- 16.5. “Data Protection Laws” means applicable data protection and privacy laws and any other laws that regulate the processing of personal data or personal information under this Agreement.
- 16.6. “Delivery” means when the Supplied Product arrives to Reseller at the destination described in the applicable Order Form.
- 16.7. “End User(s)” means the end user of the Supplied Product. For clarity, the End User is an individual person located in the United States and does not include any other company or other entity.
- 16.8. “EULA” means the Lingo End User License Agreement available at <https://www.hellolingo.com/eula>.
- 16.9. “Exhibits” means the exhibits to these General Terms and Conditions.
- 16.10. “Feedback” means any data, comments, suggestions, feedback, questions, materials, or similar information that Reseller or its End Users provide to Lingo. Feedback is non-confidential and non-proprietary to Reseller.
- 16.11. “General Terms and Conditions” means these Lingo Reseller Program General Terms and Conditions.
- 16.12. “Governmental Authority” means any (a) nation or government; supranational or multinational governmental body; provincial, federal, state, city, town, municipality, county, local or other political subdivision of any of the foregoing; or department, commission, board, bureau, instrumentality, agency or merger control authority of any of the foregoing, (b) national, supranational, multinational, provincial, federal, state or local court or tribunal, (c) national securities exchange or other self-regulatory authority, or (d) other governmental entity or quasi-governmental entity created or empowered under a statute (or rule, regulation or ordinance promulgated thereunder) or at the direction of one or more governmental authorities, including those set forth in clauses (a) or (b) of this definition, and that is empowered thereunder or thereby to exercise executive, legislative, judicial, taxing, regulatory or administrative powers or functions of or pertaining to



- government, in each case anywhere in the world.
- 16.13. "Indemnified Materials" means (a) the Lingo Marks, Lingo products and services; and marketing materials approved by Lingo; and (b) the Reseller Marks, Reseller products and services, and marketing materials approved by Reseller.
- 16.14. "Infringement Claim(s)" means any claim by a third party that the applicable Indemnified Materials infringe any patent, Trademark, or copyright of that third party, or misappropriate a trade secret (only to the extent that misappropriation is not a result of the indemnified party's actions).
- 16.15. "Intellectual Property Rights" means all worldwide intellectual property rights, including copyrights, Trademarks, trade secrets, know-how, inventions, patents, patent applications, moral rights, and all other proprietary rights, whether registered or unregistered.
- 16.16. "Lingo" means Lingo Sensing Technology Unlimited Company.
- 16.17. "Lingo App" means the Lingo branded mobile application, including any updates, upgrades and features introduced from time to time.
- 16.18. "Lingo Marks" means the Lingo Trademarks listed in Exhibit B.1: Lingo Marks, as may be updated by Lingo from time to time upon notice and at its sole discretion.
- 16.19. "Mandatory Disclosure" means, in each instance, a disclosure by Receiving Party to comply with a request from a Governmental Authority or applicable law.
- 16.20. "Order Form" means an order in the form of the order form attached hereto as Exhibit A (Order Form).
- 16.21. "Permitted Distribution Channels" means those distribution channels through which Reseller is permitted to resell the Supplied Product as set forth in the Order Form. For the avoidance of doubt, Permitted Distribution Channels shall not include third party platforms or any other reseller or distributor.
- 16.22. "Personal Data" has that definition set forth in the applicable Data Protection Laws (if no Annex IB is included), or is as described in Annex IB of Exhibit E.1 (Data Processing Agreement) and/or Annex IB of Exhibit E.2 (Data Sharing Agreement) (as relevant).
- 16.23. "PII" means Personal Identifiable Information, which is information that can be used to distinguish or trace an individual's identity, either alone or when combined with other information that is linked or linkable to a specific individual.
- 16.24. "Pre-Existing IP" means, in respect of each party, any Intellectual Property Rights of that party or its Affiliates which (a) pre-exist this Agreement, and/or (b) are developed by or on behalf of that party or its Affiliates independently of this Agreement without the use or incorporation of the other party's Confidential Information and/or Intellectual Property Rights.
- 16.25. "Reseller" means the entity identified as the reseller on this signature page to this Agreement.
- 16.26. "Reseller Marks" means the Reseller Trademarks listed in Exhibit B.2: Reseller Marks, as may be updated by Reseller from time to time upon notice and at its sole discretion.
- 16.27. "Supplied Product" means the LINGO branded glucose monitoring biosensor.
- 16.28. "Territory" means the United States, including its territories.
- 16.29. "Trademarks" means registered and unregistered trademarks (including all common law rights thereto), service marks, trade names, brand names, logos, taglines, slogans, certification marks, Internet domain names, trade dress, corporate names, business names, and any other indicia of origin, together with the goodwill associated with any of the foregoing and all applications, extensions and renewals thereof throughout the world, and all rights therein provided by international treaties and conventions.

These General Terms and Conditions are executed by the undersigned parties and is effective as of the date of last signature below:

**LINGO SENSING TECHNOLOGY UNLIMITED COMPANY    [NAME OF RESELLER ENTITY]**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**Exhibit A**  
**Sample Order Form (for illustrative purposes only)**

**Order Form**

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**Reseller:**

[Legal entity name]  
[Billing street address]  
[Billing address 2]  
[Billing contact email]  
[Billing contact number]

**Lingo:**

Lingo Sensing Technology Unlimited Company  
c/o Business Development and Operations  
1420 Harbor Bay Parkway, Suite 290  
Alameda, CA 94502

[Shipping address (if different from billing address)]

**Territory:** United States

**Net Payment Terms:** [delete if standard net payment terms apply]

This Order Form is governed by the General Terms and Conditions, including the Exhibits.

**Supplied Product Description:**

[Note to drafter: Include details on Supplied Product Reseller wants to order.]

**Permitted Distribution Channels:**

[Note to drafter: Include details on the channels through which Reseller may sell the Supplied Product.]

**Marketing Activities:**

If applicable, the parties shall perform the marketing activities set forth in Attachment A (Marketing Activities).<sup>1</sup>

**Data Use and Privacy:**

The parties will enter into neither/either/both of [please tick which box or boxes apply]:

- ☐ the Data Processing Agreement (Exhibit E.1): where Lingo acts as a processor for limited processing
- ☐ the Data Sharing Agreement (Exhibit E.2): where Lingo acts as a controller
- ☐ neither

The undersigned is duly authorized to enter into this Agreement.

**[Reseller Legal entity name]:**

**Lingo Sensing Technology Unlimited Company:**

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**Attachment A**  
**Sample Marketing Activities Form (for illustrative purposes only)**

**Marketing Activities**

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**Reseller:**

[Legal entity name]  
[Billing street address]  
[Billing address 2]  
[Billing contact email]  
[Billing contact number]

**Lingo:**

Lingo Sensing Technology Unlimited Company  
c/o Business Development and Operations  
1420 Harbor Bay Parkway  
Alameda, CA 94502

**Territory:** United States

This Marketing Activities form is governed by the General Terms and Conditions, including the Exhibits.

**Marketing Activities:**

**I. General Program**

[Note to drafter: Include general details on the planned marketing activities with Reseller, including purpose and general business description.]

**II. Reseller Offering**

[Note to drafter: Include what Reseller is providing to Lingo under this marketing exhibit, including any offering to Lingo's end users.]

**III. Lingo Offering**

[Note to drafter: Include what Lingo is providing to Reseller under this marketing exhibit, including any offering to Reseller's end users.]

**IV. Reseller Responsibilities**

[Note to drafter: Include any additional business-related responsibilities (co-marketing, promotion, billing instructions (as applicable), etc., if applicable) for Reseller to Lingo.]

**V. Lingo Responsibilities**

[Note to drafter: Include any additional business-related responsibilities (co-marketing, promotion, billing instructions (as applicable), etc., if applicable) for Lingo to Reseller.]

**Additional Terms:**

[Note to drafter: Include details that are not covered by the categories above].

## Data Use and Privacy:

The parties will enter into neither/either/both of [please tick which box or boxes apply]:

- ☐ the Data Processing Agreement (Exhibit E.1): where Lingo acts as a processor for limited processing
- ☐ the Data Sharing Agreement (Exhibit E.2): where Lingo acts as a controller
- ☐ neither<sup>2</sup>



**Exhibit B.1**  
**Lingo Marks**

**LINGO**

**ABBOTT**



**Lingo**



**(LINGO branded glucose monitoring biosensor trade dress)**



**(circle biosensor trade dress)**



**Exhibit B.2:**  
**Reseller Marks**

## **Exhibit C**

### **Marketing Guidelines**

Reseller will comply with the following guidelines as well as any other specifications or instructions as may be provided by Lingo from time to time under the Agreement:

#### **A. General Guidelines/Review Process**

- All content must be pre-approved by Lingo before publication and must be submitted to Lingo for pre-approval.
- Lingo may, in its sole discretion, request Reseller to revise or remove any content. Reseller will complete any such requested revisions and promptly provide updated content for Lingo's review.
- Lingo-provided content
  - If any content contains information about and/or quotes from Reseller or its End Users, then such content shall be submitted to Reseller for confirmation of the accuracy of such information and/or quotes prior to being publicly released, whether released or posted by Lingo or Reseller.
  - Reseller will promptly advise Lingo of any errors reflected in such information and/or quotes and Reseller's proposed corrections, within three (3) days of submission of such content to Reseller. If Reseller fails to notify Lingo within three (3) days of any errors, such content shall be deemed accurate.

#### **B. Monitoring Guidelines**

- Reseller may engage with user-generated comments, but Reseller shall not give medical or treatment advice and must adhere to this Exhibit C and the Agreement. Reseller will report any user-generated comments and/or inquiries that ask for medical or treatment advice or that require support to Lingo within twenty-four (24) hours. Notwithstanding the foregoing, if requested or directed by Lingo at any time, Reseller will submit Reseller's responses to user-generated comments and/or inquiries to Lingo for pre-approval.
- Reseller will direct any customer questions, issues, problems or complaints about Lingo products to Lingo's customer service team.
- Reseller agrees that Lingo has the right to monitor comments and user-generated content in response to Reseller's social media or blog posts provided under this Agreement and respond, if necessary, to such comments and user-generated content. Reseller agrees that such monitoring and responses by Lingo may occur after the expiration or termination of this Agreement.

#### **C. Compliance with Required Limitations on Product Claims and Disclosures**

As a Reseller speaking on behalf of the Lingo brand, there are legal and regulatory expectations, such as those of the U.S. Food and Drug Administration ("FDA") and the U.S. Federal Trade Commission ("FTC"), that limit the statements you may make about Abbott products to those permitted under applicable law and further disclose other information when necessary to make statements true and not misleading. Reseller must follow Lingo's directions on allowed content making required disclosures. The following are a non-exhaustive list of some requirements:

- **Content must be truthful, accurate and not misleading.**

Claims will be true and accurate and will not hold opinion out as fact. Content advertising Lingo will not be misleading, deceptive, untrue, or fraudulent. Reseller must make only substantiated claims about Lingo, the Lingo brand and Lingo's other products and services in accordance with the guidance provided by Lingo. Any claims of benefits associated with the Lingo brand must be balanced with appropriate risk information and all product discussions must include the applicable product's indication as per the guidance provided by Lingo. Don't exaggerate results, including without limitation, through the use of a video, or photo filter on the platform.

- **Stay on message with Lingo-provided content.**

Many of Lingo's products are subject to regulation by authorities, such as the U.S. FDA, that restrict the claims and statements that may be made about a product. To ensure compliance with regulatory requirements, Reseller's statements about Lingo products may not depart from those in the Lingo-approved and/or provided materials.
- **Share important product information.**

Many Lingo products are subject to regulations that require important information about products, such as safety information, be provided whenever a product is discussed. Reseller will share all such additional information in the form and as determined to be relevant by Lingo.
- **Have evidence to support personal statements.**

Any Reseller statements related to Lingo and its products that are allowed under these guidelines must be truthful and substantiated by adequate evidence, the sufficiency of which is to be determined by Lingo in its sole discretion. If Reseller's professional credentials, e.g., as a physician, are relevant to their statement, such statement may not exceed the scope of their professional qualifications. If qualifications, disclaimers or disclosures are necessary to make a statement not-misleading, then Reseller should follow the requirements of this Exhibit C.
- **Do not make comparisons.**

Comparisons of products or services are subject to special regulatory and evidentiary requirements. Even though a comparative statement may be a good faith representation of Reseller's and its End Users' experiences, it may not meet regulatory requirements. Reseller may not make comparative statements unless approved in advance by Lingo.
- **Limit the services to the approved Territory.**

Each country has its own unique laws and requirements about content limitations and disclosures. In order to ensure the content is in compliance with the applicable laws and requirements, Reseller must ensure that Reseller limits the provision of services to only the Territory noted in the applicable Order Form. At Lingo's direction, Reseller will take advantage of available social media platform features to limit access to the content from outside of the approved Territory and as necessary include disclaimers to identify the Territory for the intended audience. In the absence of specific guidance from Lingo, Reseller will include within content a statement disclosing the intended Territories as indicated in the applicable Order Form.

## **Exhibit D**

### **Alternative Dispute Resolution**

The parties recognize that from time to time a dispute may arise relating to either party's rights or obligations under this Agreement. The parties agree that any such dispute shall be resolved by the Alternative Dispute Resolution ("ADR") provisions set forth in this Exhibit, the result of which shall be binding upon the parties.

To begin the ADR process, a party first must send written notice of the dispute to the other party for attempted resolution by good faith negotiations between their respective presidents (or their designees) of the affected subsidiaries, divisions, or business units within twenty-eight (28) days after such notice is received (all references to "days" in this ADR provision are to calendar days). If the matter has not been resolved within twenty-eight (28) days after the notice of dispute, or if the parties fail to meet within such twenty-eight (28) days, either party may initiate an ADR proceeding as provided herein. The parties shall have the right to be represented by counsel in such a proceeding.

1. To begin an ADR proceeding, a party shall provide written notice to the other party of the issues to be resolved by ADR. Within fourteen (14) days after its receipt of such notice, the other party may, by written notice to the party initiating the ADR, add additional issues to be resolved within the same ADR.
2. Within twenty-one (21) days following the initiation of the ADR proceeding, the parties shall select a mutually acceptable independent, impartial and conflicts-free neutral to preside in the resolution of any disputes in this ADR proceeding. If the parties are unable to agree on a mutually acceptable neutral within such period, each party shall select one independent, impartial and conflicts-free neutral and those two neutrals shall select a third independent, impartial and conflicts-free neutral within ten (10) days thereafter. None of the neutrals selected may be current or former employees, officers or directors of either party, its subsidiaries or affiliates.
3. No earlier than twenty-eight (28) days or later than fifty-six (56) days after selection, the neutral(s) shall hold a hearing to resolve each of the issues identified by the parties. The ADR proceeding shall take place at a location agreed upon by the parties. If the parties cannot agree, the neutral(s) shall designate a location other than the principal place of business of either party or any of their subsidiaries or affiliates.
4. At least seven (7) days prior to the hearing, each party shall submit the following to the other party and the neutral(s):
  - a) a copy of all exhibits on which such party intends to rely in any oral or written presentation to the neutral;
  - b) a list of any witnesses such party intends to call at the hearing, and a short summary of the anticipated testimony of each witness;
  - c) a proposed ruling on each issue to be resolved, together with a request for a specific damage award or other remedy for each issue. The proposed rulings and remedies shall not contain any recitation of the facts or any legal arguments and shall not exceed one (1) page per issue. The parties agree that neither side shall seek as part of its remedy any punitive damages.
  - d) a brief in support of such party's proposed rulings and remedies, provided that the brief shall not exceed twenty (20) pages. This page limitation shall apply regardless of the number of issues raised in the ADR proceeding.

Except as expressly set forth in subparagraphs 4(a) - 4(d), no discovery shall be required or permitted by any means, including depositions, interrogatories, requests for admissions, or production of documents.

5. The hearing shall be conducted on two (2) consecutive days and shall be governed by the following rules:
  - a) Each party shall be entitled to five (5) hours of hearing time to present its case. The neutral shall determine whether each party has had the five (5) hours to which it is entitled.



- b) Each party shall be entitled, but not required, to make an opening statement, to present regular and rebuttal testimony, documents or other evidence, to cross-examine witnesses, and to make a closing argument. Cross-examination of witnesses shall occur immediately after their direct testimony, and cross-examination time shall be charged against the party conducting the cross-examination.
  - c) The party initiating the ADR shall begin the hearing and, if it chooses to make an opening statement, shall address not only issues it raised but also any issues raised by the responding party. The responding party, if it chooses to make an opening statement, also shall address all issues raised in the ADR. Thereafter, the presentation of regular and rebuttal testimony and documents, other evidence, and closing arguments shall proceed in the same sequence.
  - d) Except when testifying, witnesses shall be excluded from the hearing until closing arguments.
  - e) Settlement negotiations, including any statements made therein, shall not be admissible under any circumstances. Affidavits prepared for purposes of the ADR hearing also shall not be admissible. As to all other matters, the neutral(s) shall have sole discretion regarding the admissibility of any evidence.
6. Within seven (7) days following completion of the hearing, each party may submit to the other party and the neutral(s) a post-hearing brief in support of its proposed rulings and remedies, provided that such brief shall not contain or discuss any new evidence and shall not exceed ten (10) pages. This page limitation shall apply regardless of the number of issues raised in the ADR proceeding.
7. The neutral(s) shall rule on each disputed issue within fourteen (14) days following completion of the hearing. Such ruling shall adopt in its entirety the proposed ruling and remedy of one of the parties on each disputed issue but may adopt one party's proposed rulings and remedies on some issues and the other party's proposed rulings and remedies on other issues. The neutral(s) shall not issue any written opinion or otherwise explain the basis of the ruling.
8. The neutral(s) shall be paid a reasonable fee plus expenses. These fees and expenses, along with the reasonable legal fees and expenses of the prevailing party (including all expert witness fees and expenses), the fees and expenses of a court reporter, and any expenses for a hearing room, shall be paid as follows:
- a) If the neutral(s) rule(s) in favor of one party on all disputed issues in the ADR, the losing party shall pay 100% of such fees and expenses.
  - b) If the neutral(s) rule(s) in favor of one party on some issues and the other party on other issues, the neutral(s) shall issue with the rulings a written determination as to how such fees and expenses shall be allocated between the parties. The neutral(s) shall allocate fees and expenses in a way that bears a reasonable relationship to the outcome of the ADR, with the party prevailing on more issues, or on issues of greater value or gravity, recovering a relatively larger share of its legal fees and expenses.
9. The rulings of the neutral(s) and the allocation of fees and expenses shall be binding, non-reviewable, and non-appealable, and may be entered as a final judgment in any court having jurisdiction.
10. Except as provided in paragraph 9 or as required by Law, the existence of the dispute, any settlement negotiations, the ADR hearing, any submissions (including exhibits, testimony, proposed rulings, and briefs), and the rulings shall be deemed Confidential Information. The neutral(s) shall have the authority to impose sanctions for unauthorized disclosure of Confidential Information.
11. All ADR hearings shall be conducted in the English language.

**Exhibit E.1**  
**Data Processing Agreement**

**Exhibit E.2**  
**Data Sharing Agreement**

**Exhibit F**  
**Reseller Manual**

1. Lingo is a sterile class 2 medical device. Reseller must comply with all FDA requirements for storage, handling, and traceability for class 2 medical devices. In addition, Reseller must comply with the following requirements:
  - a. Product Warehousing Requirements
    - i. Supplied Product shall be stored, for shelf-life, in strict accordance with the applicable product labeling. Product Labeling:
      1. Temperature: 36 to 82 F
      2. Humidity: 10% - 90% RH
    - ii. No requirement for transport temperature and humidity.
    - iii. Lingo requires a QA assessment of product for any temperature and humidity excursions that last longer than 72 hours.
    - iv. Supplied Product shall not be opened for the purpose of repacking, reselling, or redistributing products, or for any other reason. In the event a product is opened, it cannot be repackaged, resold, or redistributed.
  - b. Required Reseller shipping specifications:
    - i. Maximum full shipper weight: 2.67kg
    - ii. C-flute wall construction
    - iii. 44 lb./in Edge Crust Test (44ECT) OR 275 lb. Burst Strength (275# Burst) specification
    - iv. Packaging void space filled with standard packaging void/filler material
    - v. No maximum limit on shipper size/volume
2. Price List for Supplied Product; Adjustments based on Overages and Shortfalls
  - a. Annual Volume-Based Pricing. The purchase price for the Supplied Products shall be determined on an annual basis based on the aggregate volume of Supplied Product purchased by Reseller during each twelve (12)-month period commencing on the Effective Date (each, a "Contract Year"). Prior to the execution of the first Order Form in each Contract Year, Reseller shall provide Lingo with a written good-faith estimate of the total number of units of the Supplied Product that Reseller expects to purchase during such Contract Year (each, an "Annual Volume Estimate").
  - b. For all Supplied Product that is ordered in such Contract Year, Lingo shall invoice Reseller for the Supplied Products at the unit pricing tier corresponding to the applicable Annual Volume Estimate for that Contract Year as set forth below:
    - i. Less than 99,999 units in applicable calendar year=
    - ii. 100,000 - 149,999 units in applicable calendar year =
    - iii. 150,000 - 199,999 units in applicable calendar year =
    - iv. Over 200,000 units in applicable calendar year =
  - c. Within thirty (30) days following the end of each Contract Year, Lingo shall reconcile the actual volume of Supplied Product purchased by the Reseller against the applicable Annual Volume Estimate. In the event there is a discrepancy, and the volume of

Supplied Product purchased differs from the Annual Volume Estimate, Lingo shall issue a written determination to Reseller identifying the nature and amount of such Overage or Shortfall (each as defined below). Upon delivery of such determination, the applicable provisions set forth in the subsections below shall apply, depending on whether the outcome was an Overage or a Shortfall:

- i. Overage. If Reseller's actual aggregate purchases during the Contract Year exceed the Annual Volume Estimate and would have qualified for a lower unit price under Lingo's then-current volume pricing tiers (an "Overage"), Lingo shall issue a credit to Reseller equal to the difference between the amount paid and the amount that would have been payable at the applicable lower tier. Such credit or shall automatically be applied to Reseller's next purchase(s) under this Agreement until such credit is used. If this Agreement is terminated or expires after Lingo's issuance of such a credit, Lingo shall, within thirty (30) days of such termination or expiration, pay Reseller an amount equal to the value of any outstanding credits that remain unused as of the date of termination or expiration.
- ii. Shortfall. If Reseller's actual aggregate purchases are less than the Annual Volume Estimate and would have qualified for a higher unit price under Lingo's then-current volume pricing tiers, Reseller shall pay to Lingo the difference between the amount paid and the amount that would have been payable at the correct tier. Such amount shall be due within thirty (30) days following the date of Lingo's written determination that there was such a shortfall.

3. Safety and Adverse Events.

- a. Within two (2) days after Reseller's receipt, Reseller shall provide to Lingo copies of (i) any material communication, regulatory letter, regulatory comments, warning, or similar item from any Governmental Authority and (ii) any notice of any safety problem, in each case related to a Supplied Product.
- b. Reseller shall immediately advise Lingo if an authorized agent of any Governmental Authority visits the facilities of Reseller concerning the manufacturing of a Supplied Product. Reseller shall furnish to Lingo a copy of the report with respect to any such visit by such Governmental Authority, if any, within two (2) days of Reseller's receipt of such report. Further, upon receipt of a Governmental Authority's request to inspect the manufacturing facilities or audit Reseller's records with respect to a Designated Reseller Product, Reseller shall immediately notify Lingo, and shall provide Lingo with a copy of any written document received from such Governmental Authority with respect to any such inspection or audit.
- c. Complaints; Adverse Events; Recalls.
  - i. Reseller shall immediately notify Lingo of any information that Reseller receives regarding any threatened or pending action, inspection or communication by or from any Person, including a Governmental Authority, which may affect the quality, safety or efficacy claims of a Supplied Product.
  - ii. Each Party shall establish and maintain written procedures for receiving, reviewing, and evaluating an adverse event, or other complaint in respect of any Supplied Product in accordance with applicable Laws and required Regulatory



Approvals. Each Party shall (A) notify the other Party by email (for Lingo: LingoQA@abbott.com) within 24 hours of any report of an adverse event that reasonably suggests that a device has or may have caused or contributed to a death or serious injury and (B) provide the other Party with copies of any written materials received in connection with or as part of any such report promptly following such Party's receipt thereof.

- iii. Lingo shall be responsible for investigating and evaluating any adverse event or other complaint in respect of any Supplied Product.
- iv. If either Party is required to initiate or believes that a removal, recall, field alert, product withdrawal or field correction with respect to any Supplied Product is necessary (a "Recall"), the applicable Party shall promptly notify the other Party.
- v. Any and all communications regarding any adverse event, other complaint or Recall in respect of any Supplied Product, shall be made and conducted solely by or on behalf of Lingo. Reseller shall not, and shall cause its Affiliates and Representatives not to, communicate in any respect or through any medium with any customer of Lingo, its Affiliates or its or their designees regarding any adverse event, other complaint or Recall in respect of any Supplied Product or issue any press release or make any public statement, in each case without the prior written consent of Lingo.

## **APPENDIX A**

### **Initial Quarterly Forecast**