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

FORM 10-K

(Mark One)

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

For the fiscal year ended December 31, 2025

OR

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

For the transition period from _____ to _____
Commission file number 001-42657

Hinge Health, Inc.

(Exact name of registrant as specified in its charter)

Delaware	**81-1884841**
(State or other jurisdiction of incorporation or organization)	**(I.R.S. Employer Identification No.)**
455 Market Street, Suite 700 **San Francisco, California**	**94105**
(Address of Principal Executive Offices)	**(Zip Code)**

(415) 726-2206
Registrant's telephone number, including area code

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

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
Class A common stock, par value $0.00001 per share	HNGE	New York Stock Exchange

Securities registered pursuant to section 12(g) of the Act: None
Indicate by check mark if the registrant is a well-known seasoned issuer, as defined in Rule 405 of the Securities Act. Yes o No x
Indicate by check mark if the registrant is not required to file reports pursuant to Section 13 or Section 15(d) of the Act. Yes o No x

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

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

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

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

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

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

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

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

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

The aggregate market value of the voting and non-voting common stock held by non-affiliates of the registrant on June 30, 2025, the last business day of the registrant's most recently completed second fiscal quarter, was approximately $1.5 billion, based on the closing price of the shares of Class A common stock on the New York Stock Exchange on that date.

As of February 23, 2026, 55,816,216 shares of the registrant's Class A common stock were outstanding, 22,947,024 shares of the registrant's Class B common stock, par value $0.0001 per share, were outstanding, and 2,581,837 shares of Series E redeemable convertible preferred stock, $0.00001 par value per share, outstanding.

DOCUMENTS INCORPORATED BY REFERENCE

Portions of the registrant's definitive proxy statement relating to the registrant's 2026 annual meeting of stockholders, which will be filed with the Securities and Exchange Commission within 120 days after the end of the fiscal year ended December 31, 2025, are incorporated by reference into Part III of this Annual Report on Form 10-K where indicated.

Table of Contents

CAUTIONARY NOTE REGARDING FORWARD-LOOKING STATEMENTS

This Annual Report on Form 10-K for the year ended December 31, 2025 ("Annual Report") contains "forward-looking statements" within the meaning of the federal securities laws, which statements involve substantial risks and uncertainties. We intend such forward-looking statements to be covered by the safe harbor provisions for forward-looking statements established by Section 27A of the Securities Act of 1933, as amended ("Securities Act"), Section 21E of the Securities Exchange Act of 1934, as amended ("Exchange Act"), and the Private Securities Litigation Reform Act of 1995. Forward-looking statements include all statements other than statements of historical fact contained in this Annual Report, and generally relate to future events or our future financial or operating performance. In some cases, you can identify forward-looking statements because they contain words such as "anticipate," "believe," "contemplate," "continue," "could," "estimate," "expect," "intend," "may," "plan," "potential" "predict," "project," "should," "target," or "will," or the negative of these words or other similar terms or expressions that concern our expectations, strategy, plans or intentions. Forward-looking statements contained in this Annual Report include, but are not limited to, statements about:

- our ability to attract and retain clients;
- our ability to attract, enroll, and retain members;
- our ability to attract and retain relationships with partners;
- our ability to estimate the size of our target market;
- the demand for musculoskeletal ("MSK") pain treatment and prevention solutions in general, and the demand for our platform in particular;
- our ability to enhance our platform and programs or develop new programs, capabilities, features, and products, including HingeSelect, our high-performance provider network for MSK care;
- our expectations regarding the acceptance of remote MSK care;
- our ability to offer high-quality programs to our members;
- expectations regarding the performance of our AI-driven platform and the ability of technology and artificial intelligence ("AI") to help deliver effective MSK care;
- expectations regarding the ability of AI to provide support for our care team;
- our ability to deliver a return on investment for our clients and positive outcomes for our members;
- our ability to compete successfully in our competitive market;
- our ability to contract with qualified licensed health professionals;
- our ability to maintain high ratings and reviews of our platform;
- our future financial performance, including revenue, cost of revenue, and gross profit;
- our ability to achieve or maintain profitability;
- our ability to protect our brand;
- our ability to comply with the regulatory requirements of the U.S. Food and Drug Administration ("FDA"), or applicable foreign regulatory authorities for our current or future products;
- our expectations regarding our sales and marketing efforts and investments, including our go-to-market strategy;
- our ability to successfully execute on our growth initiatives, business strategies, or operating plans;
- our ability to attract and retain key personnel and highly-qualified personnel;
- our ability to develop, maintain, and protect our intellectual property;
- our ability to expand into new markets and to effectively manage our international growth and operations;
- our ability to protect our client and member information in compliance with privacy and data protection laws;
- our ability to comply with changing laws and regulations;

- changes in the healthcare regulatory environment, particularly in states where new regulations regarding telehealth and the use of AI in healthcare are being enacted;
- our expectations regarding the increased expenses associated with being a public company;
- our expectations regarding the period during which we qualify as an “emerging growth company” under the Jumpstart Our Business Startups Act of 2012 ("JOBS Act");
- our expectations and management of future growth;
- the impact from future regulatory, judicial, and legislative changes or developments that may affect our clients or our business;
- our plans with respect to our share repurchase program; and
- the risks related to our Class A common stock and our dual class common stock structure.

We caution you that the foregoing list may not contain all of the forward-looking statements made in this Annual Report.

You should not rely upon forward-looking statements as predictions of future events. We have based the forward-looking statements contained in this Annual Report primarily on management’s current expectations and projections about future events and trends that we believe may affect our business, results of operations, financial condition, and prospects, based on information available to us at the time such statements are made. The outcome of the events described in these forward-looking statements is subject to risks, uncertainties and other factors, including those described in Part II, Item 7, “Management’s Discussion and Analysis of Financial Condition and Results of Operations,” and Part I, Item 1A, “Risk Factors,” within this Annual Report, as well as those risks and uncertainties, set forth from time to time in our reports and other documents filed with the U.S. Securities and Exchange Commission (“SEC”).

Although we do not make forward-looking statements unless we believe we have a reasonable basis for doing so, we cannot guarantee their accuracy or completeness. Moreover, new risks and uncertainties emerge from time to time, and it is not possible for us to predict all risks and uncertainties that could have an impact on the forward-looking statements contained in this Annual Report. We cannot assure you that the results, events and circumstances reflected in the forward-looking statements will be achieved or occur, and actual results, events, or circumstances could differ materially from those described in the forward-looking statements.

We undertake no obligation to update any forward-looking statements made in this Annual Report to reflect events or circumstances after the date of this Annual Report or to reflect new information or the occurrence of unanticipated events, except as required by law or the listing rules of The New York Stock Exchange (“NYSE”). We may not actually achieve the plans, intentions, or expectations disclosed in our forward-looking statements and you should not place undue reliance on our forward-looking statements.

In addition, statements that “we believe” and similar statements reflect our beliefs and opinions on the relevant subject. These statements are based upon information available to us as of the date of this Annual Report, and while we believe such information forms a reasonable basis for such statements, such information may be limited or incomplete, and our statements should not be read to indicate that we have conducted an exhaustive inquiry into, or review of, all potentially available relevant information. These statements are inherently uncertain and you are cautioned not to unduly rely upon these statements.

Risk Factor Summary

Our business is subject to numerous risks and uncertainties, including those highlighted in the section titled "*Risk Factors*" contained within this Annual Report. These risks could materially and adversely impact our business, results of operations, and financial condition which could cause the trading price of our Class A common stock to decline and could result in a loss of all or part of your investment. Additional risks, beyond those summarized below or discussed elsewhere in this Annual Report, may apply to our business, activities or operations as currently conducted or as we may conduct them in the future or in markets in which we operate or may operate in the future. These risks include, but are not limited to, the following:

- We have a history of net losses, we anticipate increasing expenses in the future, and we may not be able to maintain profitability. Although we have experienced rapid growth recently, if we fail to effectively manage our growth, we may be unable to execute our business plan and adequately address competitive challenges, and our business, results of operations, and financial condition could be materially adversely affected.
- We may be unable to successfully execute on our growth initiatives, business strategies, or operating plans.
- We have a limited operating history, which makes it difficult for you to evaluate our business, future prospects, and your investment, and makes it difficult to predict our future results of operations.
- Our results of operations have fluctuated in the past and may continue to fluctuate in the future on a quarterly and annual basis. If we fail to meet the expectations of analysts or investors, our stock price and the value of your investment could decline substantially.
- If we are unable to attract new clients, if existing clients do not renew their agreements or renew on less favorable terms, or if we do not achieve our performance guarantees, it could have a material adverse effect on our business, results of operations, and financial condition.
- If we fail to retain existing members or add new members, our revenue, business, results of operations, and financial condition may be materially adversely affected.
- A substantial portion of our client relationships are contracted through a limited number of health plans and other partners. If we are unable to establish, maintain, or grow these relationships over time or if the partners refer business to our competitors instead, we are likely to lose a portion of our clients, which could have a material adverse effect on our business, results of operations, and financial condition.
- Our increasing reliance on AI and machine learning technologies may expose us to significant risks, including development and deployment challenges, regulatory uncertainties, and potential third-party claims, which could adversely affect our reputation, business, results of operations, and financial condition.
- We may be unable to establish, maintain, protect, and enforce our intellectual property and proprietary rights or prevent third parties from making unauthorized use of our technology, or we may in the future become subject to claims of infringement, misappropriation, or violation of third parties' intellectual property rights. Our failure to protect our intellectual property and any potential intellectual property infringement claims could harm our brand, devalue our proprietary content, and affect our ability to compete effectively.
- Our business operates in a highly regulated industry and changes over time in regulations, or the implementation of existing regulations, could affect our operations and subject us to increased compliance costs and liabilities.
- We and our affiliated professional entities are subject to federal, state, and foreign healthcare laws and regulations, and a finding of failure to comply with such laws and regulations could have a material adverse effect on our business.
- Legislative or regulatory healthcare reform measures may make it more difficult and costly to operate our business, or to do so profitably. Accordingly, such legislative or regulatory healthcare reform measures may have a material adverse effect on our business, results of operations, and financial condition.
- Our Enso device is subject to extensive government regulation. We may not receive, or may be delayed in receiving, the necessary marketing authorizations or certifications for modifications to our Enso device or any device products (including new device products) we may offer, and failure to timely obtain necessary marketing authorizations or certifications for any medical devices we may offer could have a material adverse effect on our business, results of operations, and financial condition.

- The FDA may modify its enforcement policies with respect to medical software products, and our programs may become subject to extensive regulatory requirements, which may increase the cost of conducting, or otherwise harm, our business.
- The price of our Class A common stock may be volatile or may decline regardless of our operating performance, resulting in substantial losses for investors.
- The dual class structure of our common stock concentrates voting control with the holders of our Class B common stock, including Daniel Perez and Gabriel Mecklenburg (our "Founders") and their affiliates, and the holders of our Series E preferred stock. This ownership will limit or preclude your ability to influence corporate matters, including the election of directors, amendments of our organizational documents, and any merger, consolidation, sale of all or substantially all of our assets, or other major corporate transaction requiring stockholder approval.

GLOSSARY OF TERMS

The following are abbreviations, acronyms, and definitions of certain terms used in this Annual Report:

Term	Definition
Calculated Billings	Total revenue, plus the change in deferred revenue, less the change in contract assets for the period.
Clients	Businesses or organizations, which we call entities, that have at least one active agreement with us at the end of a particular period. Entities that procure our platform through our partners are counted as individual clients. We do not count our partners as clients unless they also separately have at least one active client agreement with us. When a partner has an agreement with us for their fully-insured population, that partner is deemed to be one client, despite there being multiple fully-insured employers within that partner that have access to our platform.
Contracted Lives	Individuals within our contracted clients who have, or will have, the ability to enroll in our programs, typically employees and their adult dependents. Contracted lives include individuals within contracted clients that have not yet launched our platform, and thus such individuals are not yet eligible to be billed. Contracted lives include eligible lives.
Electronic Health Records ("EHR")	Collection of patient health records electronically stored in a digital format.
Eligible Lives	Individuals within our clients that have launched our platform, and thus such individuals have the ability to enroll in our programs and are eligible to be billed. Eligible lives are a subgroup of our contracted lives.
Fully-Insured Employers	Employers that pay a group health insurance provider for the employees enrolled in the insurance provider's health plan, and the insurance provider is responsible for those employees' medical claims.
HingeConnect	A proprietary AI-driven database that integrates external EHRs and other data sources into Hinge Health's technology platform for member identification and engagement. HingeConnect informs and enables highly personalized care and coordination with external providers.
LTM Average Eligible Lives	The average number of eligible lives calculated as the sum of eligible lives as of the first quarter and eligible lives as of the end of the last quarter in a given 12-month period, divided by two.
Medicare Advantage	Health plan for people aged 65 and older and others who are participating in Medicare that is managed by private insurance companies that contract with the U.S. Centers for Medicare and Medicaid Services ("CMS"). These private insurance companies receive a set payment from CMS, administer benefits, and bear the financial risk of claims made by plan beneficiaries.
Member	An eligible life, including employees and adult dependents of our clients, who has engaged with our platform at any point and whose engagement has been billed or is contractually eligible to be billed.
MSK	Musculoskeletal system, which refers to the performance of the locomotor system composed of intact muscles, bones, joints, and adjacent connective tissues.
Partners	Health plans, Pharmacy Benefit Managers ("PBMs"), Third-Party Administrators ("TPAs"), and other ecosystem entities such as centers of excellence and healthcare navigation companies.
Pharmacy Benefit Managers ("PBMs")	Third-party companies that act as an intermediary between insurance providers and pharmaceutical companies.
Self-Insured Employers	Employers who bear the financial risk of medical claims for their employees and their dependents and utilize health plans for their administrative services only.
Third-Party Administrator ("TPA")	Company or organization that collects and processes insurance claims and delivers support for health plans and employers.

Part I

Item 1. Business

Overview

Our vision is to build a new health system that transforms outcomes, experience and costs by using technology to scale and automate the delivery of care.

Hinge Health leverages software, including AI, to automate care for joint and muscle health, delivering an outstanding member experience, improved member outcomes, and cost reductions for our clients and members. We have designed our platform to address a broad spectrum of MSK care—from acute injury, to chronic pain, to post-surgical rehabilitation. Members receive personalized and automated MSK care through our AI-powered motion tracking technology and a proprietary electrical nerve stimulation wearable device, all designed and monitored by our AI-supported care team of licensed physical therapists, physicians, and board-certified health coaches. Our platform can help to ease members' pain, improve their function, and reduce their need for surgeries, all while driving health equity by allowing members to engage in their exercise therapy sessions from anywhere and embrace movement as a way of life.

We have developed an efficient go-to-market model by working directly with our partners and clients. We seek to be the most validated and the easiest to buy solution on the market. Our clients are primarily self-insured employers and include many of the nation's leading enterprises across a broad range of industries and sizes. Within this segment, we also serve many public sector self-insured employers, such as state and local city governments and labor unions. In most instances, for our self-insured clients, we partner with clients' health plans, TPAs, PBMs, or other ecosystem entities to reduce the friction of contracting, procurement, security and IT reviews, onboarding, and billing. We also serve health plans' fully-insured and Medicare Advantage populations and federal insurance plans.

We believe that we grow efficiently because of our scalable, repeatable go-to-market model. We sell through our direct sales force and our partners. Once we contract with a client, we are most often the sole digital MSK care provider offered to their contracted lives, and our average contract term was three years as of December 31, 2025. For the term of each contract, we are able to enroll, engage, and re-engage the client's eligible lives, driving a recurring, repeatable revenue model. As of December 31, 2025, we had over 60 partners. Our partners include the five largest national health plans by self-insured lives, and the top three PBMs by market share.

Our software-led, AI-powered delivery model not only aims to provide a better experience for our members and a less expensive alternative for our clients, but also allows us to innovate and continuously improve our platform. Our AI-powered motion tracking technology, TrueMotion, allows us to deliver highly scalable care remotely and reduce the human hours associated with traditional physical therapy. According to our estimates based on data from 2025, our platform reduced the number of human care team hours associated with traditional physical therapy by approximately 97%. We have done this while improving our high member satisfaction over time.

We are a research-led organization and routinely expand our platform with new programs, capabilities, and features. Over the last four years, we launched new programs to address six additional affected areas; launched Enso to deliver a non-addictive, non-invasive alternative for pain relief; developed HingeConnect for real-time targeted care support and external provider coordination; and integrated TrueMotion, our proprietary AI-powered motion tracking technology, to replace wearable sensors for our members. In 2022, we launched women's pelvic health, a specialized care program within our chronic program, and, in 2023, we launched a fall prevention program for eligible lives in our Medicare Advantage population. In 2025, we launched and began selling our high-performance in-person provider network for MSK care, HingeSelect, which allows us to now provide members with end-to-end MSK care while further reducing costs for members, employers, and health plans.

Our Platform

We are a leading technology platform for individuals seeking to treat and prevent joint and muscle pain. We leverage technology and AI to automate and scale a care plan designed and monitored by our care team, while delivering improved member outcomes, personalized member experiences, and cost reductions for our clients.

Adherence is one of the largest challenges with physical therapy. We have designed our platform to meet our members where they are, allowing them to choose where, when, and how often they engage in their exercise therapy sessions and embrace movement as a way of life. We address both the physical and mental health challenges of coping with and moving past pain. In doing so, we believe we reduce the need for surgeries and medications. To achieve this, we built a platform that pairs AI-powered motion tracking technology, a wearable device with an AI-supported care team of licensed physical therapists, physicians, and board-certified health coaches, and a high-performance provider network for in person care.

We designed our platform to treat and prevent a broad spectrum of joint and muscle pain through scalable and personalized care. We offer a wide range of support with multiple programs, including for those suffering from chronic pain to those considering surgical interventions or undergoing post-surgery rehabilitation. Our platform and programs aim to treat and prevent MSK pain and injuries across the body, including the neck, upper back, shoulders, elbows, forearms, wrists, hands, lower back, hips, pelvic region, thighs, knees, shins, calves, ankles, and feet. Our AI-powered motion tracking technology allows our software to provide exercise feedback in real time remotely, which reduces the human hours associated with traditional physical therapy and results in a more scalable and personalized model of care. We use AI and machine learning to provide personalized care through our programs, which are customized based on a member's affected areas and movement threshold.

We routinely expand our platform with new programs, capabilities, and features. Over the last four years, we have launched new programs to address six additional affected areas, including specialized programs to address women's pelvic health, menopause and fall prevention. We also launched Enso to deliver a non-addictive, non-invasive alternative for pain relief, developed HingeConnect for real-time targeted care support and external provider coordination, integrated TrueMotion technology to replace wearable sensors, and launched HingeSelect, our high-performance in-person provider network for MSK care.

Our Growth Strategy

We have experienced significant growth since inception, which we attribute to expanding our client base, increasing adoption across our existing client base, launching new programs, and expanding into new markets. We believe we are well positioned for continued growth.

Expand Our Client Base in Our Core Markets and Beyond

Our core client base is self-insured employers. Approximately 22 million lives from self-insured employers were contracted in our existing client base as of December 31, 2025, and we intend to leverage our experienced sales force and strong relationships with health plans, benefits consultants, and other ecosystem partners to further expand our client base. Our sales force has a client-specific strategy, which is customized by segment and client size. Our ecosystem partners play an important role by often offering us as their preferred MSK solution and providing a faster implementation route than contracting and implementation directly with clients.

We have expanded beyond our core self-insured employer market and will continue to evaluate opportunities to do so in the future. In addition to self-insured employers, we also offer our platform to fully-insured health plan populations, Medicare Advantage populations, and federal insurance plans. As of December 31, 2025, we were contracted with approximately 3 million lives in this segment. In many cases, after we have delivered positive outcomes for our partners' self-insured employers, they decide to contract with us for their fully-insured and Medicare Advantage lines of business. We also developed a fall prevention program for eligible lives in our Medicare Advantage population and we also expect to expand into additional government agencies and government healthcare programs, such as Medicare and Medicaid.

Regarding international expansion, in the third quarter of 2024, we began introducing our global program to clients that are United States ("U.S.")-based multinational corporations. We have now expanded into Canada, France, Germany, Ireland, the Netherlands, and the United Kingdom ("UK") and expect to further expand our global footprint in 2026. Initially, our global strategy is to serve our current clients with the objective of supporting their employees in their key geographies. We also plan to expand to non-U.S. based employers and government payers in countries outside of the U.S. over time. We are in the early stages of our international expansion, and we believe that international expansion could increase our number of contracted lives.

Increase Adoption Across Existing Client Base

We also plan to drive growth by increasing adoption by eligible lives within our existing client base. First, we expect to leverage our partner integrations, our proprietary HingeConnect AI-driven database, and our enrollment team's capabilities to reach out to eligible lives when we believe they are most likely to benefit from our platform. Through data integrations with EHRs and health plans, we receive information about when eligible lives have seen a provider about pain or requested imaging or surgery. When we offer our platform to eligible lives in a timely way, it often increases adoption. Second, we have dedicated research and development resources to continuously optimize our targeting to maximize the number of eligible lives that enroll in our programs. Third, many members cycle in and out of pain over the course of their lives and will likely need our platform for multiple years. We have continued to focus on making our programs relevant for members so that they continue to use them throughout their lives, including by adopting our programs across multiple years. Additionally, we have increased the number of affected areas addressed by our platform, from two at our inception (knee and back) to sixteen (neck, upper back, shoulders, elbows, forearms, wrists, hands, lower back, hips, pelvic region, thighs, knees, shins, calves, ankles, and feet) as of December 31, 2025. We have also created programs for many different types of care by expanding from chronic care to include acute, pre- and post-surgery, and preventative care. These developments allow us to reach and engage more members.

Launch New Programs and Capabilities Driven by Investment in Our Platform

We have a history of innovation and expect to continue to develop and invest in our platform to provide more value to our members, clients, and partners over time. We launched our platform for individuals with two affected areas and required physical sensors to deliver care, and we have since added fourteen affected areas, including specialized programs to address women's pelvic health, menopause and fall prevention, and replaced all sensors with AI-powered motion tracking technology. In 2025, we also launched and began to sell HingeSelect, our high-performance in-person provider network for MSK care. All of our programs are available to use from a single application, with members having the ability to treat multiple indications at one point. We believe we have a promising product roadmap ahead of us. Given the broad potential of our platform, we believe that we have a truly significant opportunity to launch new programs, products, and capabilities to attract new clients and increase adoption by eligible lives within our existing clients, as well as to improve programs and optimize engagement with our care team given our proprietary data and AI advantage.

Our Programs

Chronic: Our chronic program focuses on both the physical and behavioral aspects of care for members suffering from chronic musculoskeletal conditions. This program is available for a range of affected areas: upper and lower back, hip, pelvic floor, shoulders, knee, thigh, calf, shin, neck, elbow, forearm, hand, wrist, ankle, and foot. The vast majority of our members are enrolled in our chronic program. Each member receives tailored exercise therapy through our AI-powered technology, robust educational content, and the support of a care team composed of licensed physical therapists, physicians, and board-certified coaches that support care escalations. If more than one area of the body needs focus, our chronic program is available for multiple affected areas at the same time.

Women's pelvic health: In 2022, we launched our women's pelvic health program as part of our chronic program in order to support women across stages of life when pelvic disorders are most common, including during pregnancy, the postpartum period, and menopause. Our women's pelvic health program is designed to address pelvic pain and other symptoms through our chronic program with the support of a care team composed of pelvic health physical therapists, board-certified women's health coaches, and urogynecologists that support care escalations. We personalize member care around five women's pelvic health needs: pregnancy, postpartum, bladder and bowel control, pelvic pain, and pelvic strength. In 2025, we expanded our women's pelvic health program to have a dedicated and comprehensive movement-based program that treats the musculoskeletal syndrome of menopause.

Acute: Our acute program is for members with short-term pain or a one-time injury, such as a sprained ankle. Similar to our other programs, members receive tailored exercise therapy and access to a care team. The acute program is more short-term oriented; however, if pain persists beyond 12 weeks, a member can transition to our chronic program for ongoing care.

Surgery decision support and high-risk member program: HingeConnect allows us to provide an enhanced care approach to support members considering surgery by offering increased support and targeted care support to help members reduce surgeries or invasive treatments as appropriate. With our rich data set, combined with machine learning-based algorithms, HingeConnect is designed to proactively identify high-risk eligible lives before they become high-cost claimants to the client.

Pre- and post-surgery: For members for whom MSK surgery is the treatment recommended by medical professionals caring for them, we offer programs designed to improve the quality of their pre- and post-surgical experience. Our pre- and post-surgery program is designed to expedite functional improvement and increase member satisfaction while reducing postoperative costs for the member and client. Through our platform, members receive guidance on exercise therapy for before and after surgery, tailored education about the surgery and recovery, progress tracking, and tools to aid with surgical preparation, pain management, and recovery. A member's care plan can be shared with their surgeon in an effort to coordinate care.

Fall prevention: We launched a fall prevention program in 2023 to help adults aged 65 and older improve their physical abilities and reduce their risk of falling. This program includes a combination of exercise therapy, education, and care team support. We currently offer the fall prevention program to our Medicare Advantage clients and have fall prevention modules in the exercise library for all members to take advantage of.

Prevention: Our prevention program is a way for our members to maintain and improve their health and wellness and incorporate movement into their lives. Eligible lives who do not have MSK pain that are best addressed with our other programs are directed to our prevention program. Members may also move to our prevention program after completing one of our other programs. We provide our prevention program at no charge to our clients. Our prevention program offers access to exercise routines and education about sleep, stress management, nutrition, and movement.

Global: We launched our global program in the third quarter of 2024 and expect to expand our global footprint in 2026. Our global program makes high-quality care for common MSK conditions more accessible worldwide. Members receive a personalized treatment plan with exercise therapy and education that adapts to the member's evolving needs over time, and the program employs TrueMotion AI-powered motion tracking technology for real-time feedback on exercises. Our global program content is localized with culturally relevant translations. Because our global program does not utilize hardware and is streamlined without care team access and support, we expect to be able to reach more members across more countries.

HingeSelect: In 2025 we launched our high-performance in-person provider network for MSK care. HingeSelect allows us to provide members with end-to-end MSK care while further reducing costs for members, employers, and health plans. Our technology and in-house orthopedic physicians triage and direct downstream care, prioritizing the most appropriate evidence-based treatments. When members need imaging, injections, or other in-person care they are seamlessly connected to pre-vetted providers at up to 50% below commercial rates. We are in the process of upselling our clients on this new offering.

Our Technology

We believe the thoughtful development of technology can radically improve experiences, outcomes, and costs in healthcare while ensuring consistent care regardless of income level or geography. We believe that in order to truly lower costs and ensure consistent care, technology must automate key aspects of care delivery. To that end, we have built our platform to incorporate a number of features, including our:

Intelligently personalized exercise engine: Once an eligible life completes our screening process, our proprietary algorithm automatically analyzes the inputs and enrolls the eligible life onto our platform. The algorithm takes the newly enrolled member's profile and health history into consideration and ingests various attributes, such as demographics, comorbidities, exercise outcomes, and pain scores. We utilize data integration and machine learning to identify risk levels and specialized needs, and then place members into a program based on their profile. Our technology combines the member risk profile with any member-specific functional goals and develops personalized exercise treatment plans for the member based on their focus areas, all overseen by our care team. Treatment plans are sets of curated stretching and strengthening exercises targeting the individual member's focus areas. Members receive personalized, AI-generated audio and visual feedback as they progress through their program, and their treatment plans evolve using near real-time feedback based on exercise form tracked via our AI-powered motion tracking technology, self-reported pain scores, and other member input. Our proprietary AI model is continuously learning and improving as each member enters our platform. From inception through December 31, 2025, we have had over one and a half million members, tracked over 106 million activity sessions, and generated 39 million member-reported outcome logs. The continuous improvement of our AI model and growth of our dataset enables better and more effective recommendations that are personalized to each member.

Patented AI-powered motion tracking technology (TrueMotion): Our patented TrueMotion AI-powered motion tracking technology is the foundation of our programs, intended to enable remote delivery at a fraction of the cost of traditional in-person care, which involves additional fees and costs such as overhead from rent and often requires a one-to-one ratio between the provider and care recipient. Our AI-powered motion tracking technology gives members access to leading exercise form guidance and correction using the measurement of human motion in 3D, which are available through the camera on their mobile device or personal tablet. Computer vision captures movement across the member's body through over 100 reference points in order to guide complex exercises and allows us to track smaller areas of the body like the head, wrist or hand. Our AI-powered motion tracking technology guides the member with near real-time feedback on pace, alignment, and depth of an exercise, like a squat, and provides our data model and our physical therapists with more insights to personalize the member's continuing care plan. As of December 31, 2025, we owned 40 issued patents and 88 pending patent applications for TrueMotion.

Proprietary high-risk identification engine (HingeConnect): HingeConnect, our proprietary engine, allows us to integrate EHR data, including daily and weekly insurance claims feeds, prior authorization records, and health plan partner referrals. Applying advanced algorithms and AI to this broad dataset, we can identify likely high-cost individuals efficiently before they become high-cost claimants to the client. We then either engage the eligible life through targeted marketing to enroll in our programs, or, for members, offer additional conservative care options. Additionally, with the members' approval, we foster collaboration by sharing member progress and engagement with national health information exchanges and partners, which can enable continuity of care for our members across the broader healthcare ecosystem. We believe that by using HingeConnect we are revolutionizing healthcare delivery in a way that is designed to provide the right care at the right time to our members and in the most cost-effective manner for our clients.

AI-supported Care Team Assistant: We empower our care team with AI-supported technology to improve member interactions and the member experience as a whole. We believe our AI approach is a differentiator, allowing our care team more time to connect with members in the most high impact way. We have developed a Care Team Assistant, which is a generative AI tool that automates repetitive and straightforward tasks such as message generation, data aggregation, and profile reviews, which helps reduce time spent on administrative tasks and allows our care team to focus more on meaningful interactions with members. We believe our use of the Care Team Assistant enhances member retention and engagement while also enabling our care team to be more cost-effective as compared to traditional methods that do not utilize AI.

Advanced electrical nerve stimulation technology (Enso): Enso, our proprietary device for electrical nerve stimulation, was supported by 8 issued patents as well as 12 pending patent applications in the U.S. and the European Patent Office, as of December 31, 2025. We believe Enso is a valuable part of our platform because many people are in too much pain to move or have frequent flare ups. Enso is a small, lightweight, wearable device that delivers electrical nerve stimulation designed to provide non-addictive and non-invasive pain relief. Enso is an FDA-cleared device indicated for the symptomatic relief and management of chronic intractable pain, and for temporary relief of pain associated with sore and aching muscles in the shoulders, waist, back, neck, upper extremities (arm) and lower extremities (leg) due to strain from exercise or normal household work activities. We believe that Enso can provide an easier way to manage pain, without drugs or surgery, and help members focus on enjoying life through reduced pain. Enso works by delivering electric pulses in a unique waveform that includes high frequency components. The Journal of Pain Research published results in 2024 from two randomized controlled trials ("RCTs") that we conducted on our Enso device, the most recent of which demonstrated that Enso increased the likelihood of pain reduction versus exercise therapy alone and other transcutaneous electronic nerve stimulation. We have integrated Enso into our core programs for high-risk members and are the sole digital MSK platform with this solution.

Our Care Team

In addition to our technology, what makes us different from traditional physical therapy is that we provide simple, robust, and intelligently personalized care with a multidisciplinary care team of licensed physical therapists, physicians, and board-certified health coaches. Empowered by our AI algorithms, our physical therapists work with members to personalize their exercise therapy plan, and our health coaches provide education and behavioral support to help members overcome barriers that typically prevent engagement and recovery in traditional MSK care. Our physicians help oversee our programs, guide our clinical studies, and provide surgery decision support for members. Because our technology automates most of the processes, we believe our care team is able to be more efficient with their time and focus on providing members with tailored care.

Physical Therapists: As of December 31, 2025, all of our physical therapists were licensed Doctors of Physical Therapy and possessed an average of over eight years of clinical experience. Many have additional specialized training in areas such as orthopedics, pelvic health, and pain neuroscience and additional board certifications.

Physicians: Our physicians are board certified musculoskeletal medicine specialists. They are responsible for managing and designing our programs and offering surgery decision support to members when facing the possibility of surgery. Our physicians review in-person provider recommendations, provide advice on alternative options, and answer questions throughout the care process.

Health Coaches: Our health coaches are predominantly Nationally Board-Certified Health and Wellness Coaches ("NBC-HWC") who have completed a credentialed coach training program, which requires over 50 coaching sessions, 4,000 hours of work experience, practical skills assessments, written examinations, and a series of case studies. Health coaches can often be a catalyst for behavior change, using positive psychology, ability building, and motivational interviewing to help break down barriers that members may face over the course of their program.

Hinge Health Digital P.C., our affiliated professional medical corporations, contracts with or otherwise employs physicians, physical therapists, and other licensed health professionals in order to provide services to our clients and members, and under certain management services agreements, we serve as the exclusive manager and administrator of Hinge Health Digital P.C.’s non-clinical functions and services.

Sales and Marketing

Sales

We sell our platform to employers, health plans, and government entities through direct and indirect sales by leveraging our relationships with health plans, PBMs, TPAs, and other ecosystem entities such as centers of excellence and healthcare navigation partners. Our sales organization leverages our network of partners to execute an efficient go-to-market strategy.

Our sales coverage model takes into consideration both client size and industry. Our employer sales team sells primarily to self-insured employers. Our partnership sales team sells primarily to partners that service multiple lines of business such as fully-insured employers and Medicare Advantage.

Employer Sales

Our employer sales team is focused on selling into enterprise, large market, mid-market, public sector, labor unions, and health systems clients. The employer sales team identifies and closes opportunities primarily within self-insured employers. The employer sales team is supported by business development representatives, who support prospecting and pipeline generation activities and collaborate with our partnership sales team and our partners to pursue opportunities within their employer population. Our employer sales team consisted of 51 sales professionals as of December 31, 2025.

The sales cycle for employer sales varies greatly depending on the size and complexity of the employer, partnerships, and existing contracting vehicles. On average, the sales cycle for employer sales lasts roughly five months between engagement and signing, and for large complex deals the sales cycle may last more than 12 months.

Partnership Sales

Our partnership sales team pursues opportunities with health plan providers, PBMs, TPAs, and other potential partnerships entities. As of December 31, 2025, we had over 60 partners, consisting of health plans, PBMs, TPAs, and other ecosystem partners, including Accolade, Inc., Carrum Health, Inc., Castlight Health, Inc., Employer Direct Healthcare, LLC doing business as Lantern Specialty Care, Personify Health, Inc., Progny, Inc., Quantum Health, Inc., Teladoc Health, Inc., and Vera Whole Health, Inc. Our partners include the five largest national health plans based on self-insured lives and the top three PBMs by market share. Our partnership sales team supports the employer sales team by educating key partners on the benefits of Hinge Health and sets an overall strategy for engagement with partners that is used by the employer sales team to prospect and close new clients in collaboration with partners. Our partnerships provide us with access to our partners' self-insured employer populations, enabling our employer sales team to then pursue opportunities with those self-insured employers.

Our partners act as a force multiplier as they often assist in sales efforts, contracting, implementation, and billing. Our partner network streamlines and simplifies contracting for employers even in cases in which our direct sales force leads the client sales and engagement process. Our partners facilitate sales for our smaller clients in particular. As of December 31, 2025, a majority of clients were contracted through our partnerships, which facilitates an easier contracting process by allowing clients to leverage existing contracts through our partners and shortening onboarding and implementation time. Most implementations are completed within a 40–100 day period from entering into a contract with a client. Typically, we enter into contracts with clients in the second half of the year and launch them on our platform in the first half of the following calendar year. Pursuant to our agreements, our partners often receive an administrative or a marketing fee for their services when we contract with a client through a partner. Although we utilize our partners to facilitate certain interactions with our clients, we engage directly with our clients to provide our platform and we contract directly with clients when needed or preferred.

Our partnership agreements generally have an average contract term of three years. From inception through December 31, 2025, we have retained 100% of our partners that we choose to work with, excluding partners who were acquired.

In addition to partnering with health plans and PBMs to access their self-insured populations, this team also sells directly to these partners' fully insured and Medicare Advantage lines of business. Our partnership sales team consisted of 36 sales professionals as of December 31, 2025.

Marketing

There are three main components to our marketing: enterprise marketing, product marketing, and enrollment marketing.

Our enterprise marketing team is responsible for brand awareness, sales enablement, demand generation, event management, and our trial experience program. Business to business marketing generated by our enterprise marketing team is meant to support our sales teams in acquiring new clients.

Our product marketing team is responsible for managing the life cycle of our platform and programs. They are organized to align with our development teams and are responsible for market intelligence, market readiness, product definition, packaging, pricing, and go-to-market readiness across our operational teams.

Our enrollment marketing team focuses on business to consumer marketing and is responsible for reaching the eligible lives of our clients to encourage those who could benefit from our platform to enroll. This team is key to growing our member engagement throughout the lifetime of the client. To increase awareness within our clients' employee bases, our enrollment marketing team engages with our partners and our clients' human resources benefits team in targeted marketing campaigns to encourage eligible lives who would benefit from our platform to enroll. While marketing takes place on an ongoing basis, we increase marketing during periods when we expect more enrollments from eligible lives, including around new client launches, New Year resolutions, and open enrollment. In addition to direct marketing, we also actively work with our partners and our clients' human resources benefits teams to assist in identifying eligible lives that would benefit from our platform and encouraging enrollment on our platform. For example, a healthcare navigation partner can direct an individual with MSK conditions to our platform, or a client's human resources benefits team can incorporate Hinge Health marketing into its internal benefit campaigns.

Research and Development

Our research and development organization is responsible for the design, architecture, operation, and quality of our platform. In addition to improving our existing features, functionality, and reliability, the engineering and product teams are also responsible for developing capabilities beyond what is available through our current platform and programs. Since 2022, these development efforts have included our launch of Enso, a fall prevention program, five new MSK affected areas for our chronic and acute programs, our AI-powered motion tracking technology, and the addition of our women's health pelvic program and subsequent extension to include menopause. These teams are also responsible for furthering our AI-powered capabilities and data integrations. We dedicate our research and development resources primarily in San Francisco, U.S., Bangalore, India, and Montreal, Canada.

Competitive Landscape

We are a leading technology platform for individuals seeking to treat and prevent joint and muscle pain. We built our platform to address the inefficiencies in the legacy system that treats MSK conditions today. The markets in which we operate are competitive and characterized by rapid change. We believe the success of our platform is contingent on our ability to provide an outstanding member experience, improved member outcomes, and cost reductions for our clients.

Our competitors fall into the following categories:

- Digital platforms that provide broad MSK care or programs that address a segment of MSK care, including Kaia Health Software, Inc. (acquired by Sword Health Technologies, Inc. in January 2026), Omada Health, Inc., Sword Health Technologies, Inc., and Vori Health, Inc.; and
- Health plans and health systems which may offer or develop products or services with features or benefits that overlap with our platform and programs.

We believe we compete favorably based on multiple factors, including the strength of our market leadership, our ability to deliver comprehensive care, our software, data and AI advantage, our demonstrable member outcomes and ROI, our scalable go-to-market strategy, and the extensibility of our platform.

Intellectual Property

We rely on a combination of trademarks, copyrights, patents, trade secrets, license agreements, confidentiality procedures, non-disclosure agreements, employee disclosure and invention assignment agreements, as well as other legal and contractual rights, to establish and protect our intellectual and proprietary rights, which are of material importance to our business.

As of December 31, 2025, we owned 21 issued patents and 45 pending patent applications in the U.S. as well as 20 pending PCT applications, 26 foreign issued patents and 54 pending foreign patent applications. Our patents issued in the U.S. begin expiring in July 2033, excluding any patent term adjustment. Our issued patents and pending patent applications generally relate to our TrueMotion AI-powered motion tracking technology and Enso, a wearable device that utilizes our proprietary electrical nerve stimulation technology accessed through the Hinge Health app, as well as our platforms and programs generally. As of December 31, 2025, we owned 40 issued patents and 88 pending patent applications for TrueMotion and 8 issued patents and 12 pending patent applications for Enso. Due to the nature of our technology and the rapid technological changes that characterize the markets we operate in, we also rely on trade secrets, other unpatented know-how, and copyrights relied upon in connection with the development of new products and services and the enhancement of existing products and services. Nevertheless, we continually review our development efforts to assess the existence and patentability of new intellectual property. Notwithstanding these efforts, we cannot be sure that new patents will be granted, and we cannot be sure that patents that are licensed or granted to us will not be challenged, invalidated, or circumvented. Moreover, trade secrets can be difficult to protect and measures we take to protect our trade secrets may be breached. See the section titled "Risk Factors—Risks Related to Our Intellectual Property, Data Privacy, Information Technology, Cybersecurity." We have a policy in place regarding the use of third-party and open-source AI tools to protect our proprietary, confidential, or otherwise protected information.

As of December 31, 2025, we owned 9 registered trademarks and 4 pending trademark applications in the U.S. and also held 50 registered trademarks and 7 pending trademark applications in foreign jurisdictions. In addition, we have registered domain names for websites that we use in our business, such as hingehealth.com.

We have a policy of requiring employees and consultants that contribute to the development of material intellectual property to execute confidentiality agreements upon the commencement of an employment or consulting relationship with us. Our employee and independent contractor agreements also require relevant employees and independent contractors to assign to us all rights in and to any potentially patentable inventions and other intellectual property made or conceived during their employment or engagement with us.

Regulatory Environment

Government Regulation

Our business is subject to rigorous laws, rules, and regulations in the jurisdictions in which we operate. These laws, rules, and regulations include, without limitation, federal and state laws, and country specific laws, governing health information privacy, scope of practice, licensure, the corporate practice of medicine and physical therapy, remote healthcare, fraud and abuse, exclusion and debarment, anti-kickback obligations, false claims, patient referrals, fee splitting, regulation of devices, and other aspects of healthcare delivery. These laws, rules, and regulations and interpretations thereof continue to evolve. Accordingly, we continuously monitor our compliance with laws in every jurisdiction in which we operate. As the applicable laws, rules, and regulations change, we may adjust our business model and delivery of our platform and programs from time to time and may acquire additional licenses.

U.S. Regulation of Medical Devices

Our operations are subject to extensive regulation by the FDA and other federal and state authorities in the U.S., as well as comparable authorities in foreign jurisdictions. Certain of our products, including our Enso device, are subject to regulation as medical devices in the U.S. under the FDCA as implemented and enforced by the FDA.

The FDA regulates the development, design, non-clinical and clinical research, manufacturing, safety, efficacy, labeling, packaging, storage, installation, servicing, recordkeeping, premarket clearance or approval, adverse event reporting, advertising, promotion, marketing and distribution, and import and export of medical devices to ensure that medical devices distributed domestically are safe and effective for their intended uses and otherwise meet the requirements of the FDCA.

Unless an exemption applies, each medical device commercially distributed in the U.S. requires either FDA clearance of a 510(k) premarket notification, or approval of a premarket approval ("PMA") application. Under the FDCA, medical devices are classified into one of three classes—Class I, Class II, or Class III—depending on the degree of risk associated with each medical device and the extent of manufacturer and regulatory control needed to ensure its safety and effectiveness. Class I includes devices with the lowest risk to the patient and are those for which safety and effectiveness can be assured by adherence to the FDA's General Controls for medical devices ("General Controls"), which include compliance with the applicable portions of the current QSR, facility registration and product listing, reporting of adverse medical events, labeling, advertising, and promotional materials. Class II devices are subject to the General Controls, as well as certain special controls deemed necessary by the FDA to ensure the safety and effectiveness of the device. These special controls can include, among other things, performance standards, post-market surveillance, patient registries, and FDA guidance documents.

While most Class I devices are exempt from the 510(k) premarket notification requirement, manufacturers of most Class II devices are required to submit to the FDA a premarket notification under Section 510(k) of the FDCA requesting permission to commercially distribute the device. The FDA's permission to commercially distribute a device subject to a 510(k) premarket notification is generally known as 510(k) clearance. Devices deemed by the FDA to pose the greatest risks, such as life-sustaining, life-supporting, or some implantable devices, or devices that have a new intended use, or use advanced technology that is not substantially equivalent to that of a legally marketed device, are placed in Class III, requiring approval of a PMA. Some devices are unclassified but remain subject to FDA's premarket notification and clearance process in order to be commercially distributed.

510(k) Clearance Marketing Pathway and "de novo" Classification

Certain of our products, including the Enso device, have received 510(k) clearance from the FDA. To obtain 510(k) clearance, a manufacturer must submit to the FDA a premarket notification demonstrating that the proposed device is "substantially equivalent" to a predicate device already on the market. A predicate device is a legally marketed device that is not subject to premarket approval, i.e., a device that was legally marketed prior to May 28, 1976 (pre-amendments device) and for which a PMA is not required, a device that has been reclassified from Class III to Class II or I, or a device that was found substantially equivalent through the 510(k) process. If the FDA agrees that the device is substantially equivalent to a predicate device, it will grant 510(k) clearance to commercially market the device. If the FDA determines that the device is "not substantially equivalent" to a previously cleared device, the device is automatically designated as a Class III device. The device sponsor must then fulfill more rigorous PMA requirements or can request a risk-based classification determination for the device in accordance with the "de novo" process, which is a route to market for novel medical devices that are low to moderate risk and are not substantially equivalent to a predicate device. This procedure allows a manufacturer whose novel device is automatically classified into Class III to request down-classification of its medical device into Class I or Class II on the basis that the device presents low or moderate risk, rather than requiring the submission and approval of a PMA application. We do not currently market any of our products pursuant to an approved PMA, nor have we sought de novo classification for our products.

PMA Approval Pathway

Class III devices require PMA approval before they can be marketed, although some pre-amendment Class III devices for which FDA has not yet required approval of a PMA are cleared through the 510(k) process. The PMA process is more demanding than the 510(k) premarket notification process. In a PMA, the manufacturer must demonstrate that the device is safe and effective, and the PMA must be supported by extensive data, including data from preclinical studies and human clinical trials. If the FDA accepts a PMA application for review, it has 180 days under the FDCA to complete its review of a PMA, although in practice, the FDA's review often takes significantly longer, and can take up to several years. The FDA will approve the device for commercial distribution if it determines that the data and information in the PMA constitute valid scientific evidence and that there is reasonable assurance that the device is safe and effective for its intended use(s). The FDA may approve a PMA with post-approval conditions intended to ensure the safety and effectiveness of the device, including, among other things, restrictions on labeling, promotion, sale and distribution, and collection of long-term follow-up data from patients in the clinical study that supported PMA approval or requirements to conduct additional clinical studies post-approval.

Clinical Studies

Clinical studies are almost always required to support a PMA or a de novo request, and are sometimes required to support 510(k) submissions. All clinical investigations of devices to determine safety and effectiveness must be conducted in accordance with the FDA's investigational device exemption ("IDE") regulations which, among other things, govern investigational device labeling, prohibit promotion of the investigational device, and specify an array of recordkeeping, reporting, and monitoring responsibilities of study sponsors and study investigators. If the device presents a "significant risk" to human health, the FDA requires the device sponsor to submit an IDE application to the FDA, which must become effective prior to commencing human clinical studies. The FDA defines a significant risk device as one that presents a potential for serious risk to the health, safety, or welfare of a patient and either is implanted, used in supporting or sustaining human life, substantially important in diagnosing, curing, mitigating or treating disease or otherwise preventing impairment of human health, or otherwise presents a potential for serious risk to a subject. If the device under evaluation does not present a "significant risk" to human health, then the device sponsor is not required to submit an IDE application to the FDA before initiating human clinical studies, but must still comply with abbreviated IDE requirements when conducting such studies, such as monitoring the investigation, ensuring that the investigators obtain informed consent, and labeling and record-keeping requirements.

Regardless of the degree of risk presented by the medical device, clinical studies also must be approved by, and conducted under the oversight of, an Institutional Review Board ("IRB") for each institution where the study will be conducted, or under a centralized IRB. The IRB is also responsible for study oversight, and may pose additional requirements for the conduct of the study. If an IDE application is approved by the FDA and the study is approved by one or more IRBs, the study may begin at a specific number of investigational sites with a specific number of patients, as approved by the FDA. If the device presents a non-significant risk to the patient, a sponsor may begin the clinical study after obtaining approval for the trial by one or more IRBs, without separate approval from the FDA. During a clinical study, the sponsor is required to comply with the applicable FDA requirements, including, for example, monitoring, selecting clinical investigators and providing them with the investigational plan, ensuring IRB review, adverse event reporting, record keeping, and prohibitions on the promotion of investigational devices or on making safety or effectiveness claims for them. Additionally, after a study begins, the sponsor, the FDA, or the IRB could suspend or terminate the study at any time for various reasons, including a belief that the risks to study subjects outweigh the anticipated benefits.

Post-Market Regulation

After a device is cleared or approved for marketing, numerous and pervasive regulatory requirements continue to apply. These include:

- establishment registration and device listing with the FDA;
- Quality System Regulation ("QSR") requirements, which currently require manufacturers, including third-party manufacturers, to follow stringent design, testing, control, documentation, and other quality assurance procedures during all aspects of the design and manufacturing process;
- labeling regulations and FDA prohibitions against the promotion of investigational products or the promotion of "off-label" uses of cleared or approved products;
- requirements related to promotional activities;
- clearance or approval of certain product modifications;
- medical device reporting regulations, which require that a manufacturer report to the FDA if a device it markets may have caused or contributed to a death or serious injury, or has malfunctioned and the device or a similar device that it markets would be likely to cause or contribute to a death or serious injury if the malfunction were to recur;
- correction, removal, and recall reporting regulations, which require that manufacturers report to the FDA field corrections and product recalls or removals if undertaken to reduce a risk to health posed by the device or to remedy a violation of the FDCA that may present a risk to health;
- complying with laws and regulations requiring Unique Device Identifiers on medical devices and also requiring the submission of certain information about each device to the FDA's Global Unique Device Identification Database;

- the FDA's recall authority, whereby the agency can order device manufacturers to recall from the market a product that is in violation of governing laws and regulations; and
- post-market surveillance activities and regulations, which apply when the FDA deems necessary to protect the public health or to provide additional safety and effectiveness data for the device.

Manufacturing processes for medical devices are required to comply with the applicable portions of the QSR, which currently cover the methods and the facilities and controls for the design, manufacture, testing, production, processes, controls, quality assurance, labeling, packaging, distribution, installation, and servicing of finished devices intended for human use. The QSR also requires, among other things, maintenance of a device master file, device history file, and complaint files. Manufacturers of medical devices are subject to periodic scheduled or unscheduled inspections by the FDA. Failure to maintain compliance with the QSR requirements could result in, among other things, the shutdown of, or restrictions on, manufacturing operations and the recall or seizure of marketed products. The discovery of previously unknown problems with marketed medical devices, including unanticipated adverse events or adverse events of increasing severity or frequency, whether resulting from the use of the device within the scope of its clearance or off-label by a physician in the practice of medicine, could result in restrictions on the device, including the removal of the product from the market or voluntary or mandatory device recalls.

The FDA has broad regulatory compliance and enforcement powers. If the FDA determines that a manufacturer has failed to comply with applicable regulatory requirements, it can take a variety of compliance or enforcement actions, which may result in any of the following sanctions:

- warning letters, untitled letters, "it has come to our attention" letters, fines, injunctions, consent decrees, and civil penalties;
- recalls, withdrawals, or administrative detention or product seizures;
- operating restrictions or partial suspension or total shutdown of production;
- refusing or delaying requests for clearance, approval, or reclassification of new products or modified products;
- withdrawing clearances or approvals that have already been granted;
- refusal to grant export approvals for devices being shipped to foreign markets; or
- criminal prosecution.

Regulation of Medical Devices in the European Union

We offer our global program internationally and in certain jurisdictions, our global program is considered a medical device and is subject to regulation by certain foreign regulatory authorities or notified bodies. Medical devices are subject to extensive regulation, such as premarket review, marketing authorization, or certification, by similar agencies or notified bodies in other countries. Regulatory requirements and approval or certification processes are not harmonized and vary from one country to another. International regulators and notified bodies are independent and not bound by the findings of the FDA.

In the European Union ("EU"), until May 25, 2021, medical devices were regulated by the EU Medical Devices Directive, which has been repealed and replaced by the EU Medical Devices Regulation. Unlike directives, regulations are directly applicable in all EU member states without the need for member states to implement into national law.

In the EU, there is currently no premarket government review of medical devices. However, all medical devices placed on the EU market must meet general safety and performance requirements, including the requirement that a medical device must be designed and manufactured in such a way that, during normal conditions of use, it is suitable for its intended purpose. Medical devices must be safe and effective and must not compromise the clinical condition or safety of patients, or the safety and health of users and, where applicable, other persons, provided that any risks which may be associated with their use constitute acceptable risks when weighed against the benefits to the patient and are compatible with a high level of protection of health and safety, taking into account the generally acknowledged state of the art.

Compliance with the general safety and performance requirements is a prerequisite for the European Conformity mark "(CE"), without which medical devices cannot be marketed or sold in the EU. To demonstrate compliance with the general safety and performance requirements, medical device manufacturers must undergo a conformity assessment procedure, which varies according to the type of medical device and its (risk) classification. Except for low-risk medical devices (Class I), where the manufacturer can self-assess the conformity of its products with the general safety and performance requirements (except for any parts which relate to sterility, metrology, or reuse aspects), a conformity assessment procedure requires the intervention of a notified body. Notified bodies are independent organizations designated by EU member states to assess the conformity of devices before being placed on the market. A notified body would typically audit and examine a product's technical dossiers and the manufacturer's quality system. If satisfied that the relevant product conforms to the relevant general safety and performance requirements, the notified body issues a certificate of conformity, which the manufacturer uses as a basis for its own declaration of conformity. The manufacturer may then apply the CE mark to the device, which allows the device to be placed on the market throughout the EU.

Throughout the term of the certificate of conformity, the manufacturer will be subject to periodic surveillance audits to verify continued compliance with the applicable requirements. In particular, there will be a new audit by the notified body before it will renew the relevant certificate(s).

All manufacturers placing medical devices into the market in the EU must comply with the EU medical device vigilance system. Under this system, serious incidents and Field Safety Corrective Actions ("FSCAs") must be reported to the relevant authorities of the EU member states. Manufacturers are required to take FSCAs (defined as actions to reduce a risk of death or serious deterioration in the state of health associated with the use of a medical device that is made available on the market). An FSCA may include the recall, modification, exchange, destruction, or retrofitting of the device.

The aforementioned EU rules are generally applicable in the EEA, which consists of the 27 EU member states plus Norway, Liechtenstein and Iceland.

Brexit and the UK Regulatory Framework

Since January 1, 2021, the MHRA has become the sovereign regulatory authority responsible for the medical device market in Great Britain, including England, Wales, and Scotland, and the EU regulatory regime no longer applies in Great Britain. Under the terms of the Ireland/Northern Ireland Protocol, the EU regulatory requirements continue to apply to medical devices placed on the Northern Ireland market.

Consequently, the regulatory framework in Great Britain continues to be broadly based on the requirements of the EU Medical Devices Directive as implemented into national law. On June 26, 2022, the MHRA published its response to a 10-week consultation on the future regulation of medical devices in the UK. Regulations implementing the new regime were originally scheduled to come into force in July 2023, but the MHRA confirmed that the core elements of the new framework are now expected to be in place in 2025, while draft legislation for priority measures to enhance post-market surveillance were laid before Parliament in October 2024. In addition, on November 14, 2024, the MHRA launched a new consultation on proposals to update the regulatory framework for medical devices in Great Britain, covering four topics, namely (1) a new international reliance scheme to enable swifter market access for certain devices that have already been approved in a comparable regulator country; (2) the UKCA mark and, in particular, proposals to remove the requirement to place such UKCA marking on devices; (3) conformity assessment procedures for in vitro diagnostic devices; and (4) maintaining in UK law certain pieces of "assimilated" EU law which are due to sunset in 2025.

The MHRA consultation was opened until January 5, 2025 and it is expected that secondary legislation implementing the proposals would be introduced in 2025.

In addition, new regulations applicable in Great Britain now require that all medical devices must be registered with the MHRA prior to being placed on the market. Additionally, manufacturers based outside the UK will need to appoint a UK Responsible Person to register devices with the MHRA.

Healthcare Fraud and Abuse Laws

We and our affiliated professional entities are subject to a number of federal and state healthcare regulatory laws that restrict certain business practices in the healthcare industry. These laws include, but are not limited to, federal and state anti-kickback, false claims, self-referral, and other healthcare fraud and abuse laws.

The federal Anti-Kickback Statute (the “AKS”) prohibits, among other things, knowingly and willfully offering, paying, soliciting, or receiving remuneration, directly or indirectly, in cash or kind, to induce or reward either the referral of an individual for, or the purchase, order, or recommendation of, any good or service, for which payment may be made under federal and state healthcare programs such as Medicare and Medicaid. A person or entity does not need to have actual knowledge of the statute or specific intent to violate it in order to have committed a violation. The AKS includes statutory exceptions and regulatory safe harbors that protect certain arrangements. Failure to meet the requirements of a safe harbor, however, does not render an arrangement illegal. Rather, the government may evaluate such arrangements on a case-by-case basis, taking into account all facts and circumstances, including the parties’ intent and the arrangement’s potential for abuse, and arrangements may be subject to greater scrutiny by enforcement agencies.

The Stark Law prohibits a physician who has a financial relationship, or who has an immediate family member who has a financial relationship, with entities providing designated health services ("DHS") from referring Medicare and Medicaid patients to such entities for the furnishing of DHS, unless an exception applies. The Stark Law also prohibits the entity from billing for any such prohibited referral. Unlike the AKS, the Stark Law is violated if the financial arrangement does not meet an applicable exception, regardless of any intent by the parties to induce or reward referrals or the reasons for the financial relationship and the referral.

The Federal False Claims Act (the “FCA”) prohibits a person from knowingly presenting, or causing to be presented, a false or fraudulent request for payment from the federal government or from making a false statement or using a false record to have a claim approved. The FCA further provides that a lawsuit thereunder may be initiated in the name of the U.S. by an individual (a “whistleblower”) who is an original source of the allegations. Moreover, the government may assert that a claim including items and services resulting from a violation of the AKS or the Stark Law constitutes a false or fraudulent claim for purposes of the civil FCA. Penalties for a violation of the FCA include fines for each false claim, plus up to three times the amount of damages caused by each false claim.

Further, the Civil Monetary Penalties Statute authorizes the imposition of civil monetary penalties, assessments, and exclusion against an individual or entity based on a variety of prohibited conduct, including, but not limited to, offering remuneration to a federal healthcare program beneficiary that the individual or entity knows or should know is likely to influence the beneficiary to order or receive healthcare items or services from a particular provider.

The Health Insurance Portability and Accountability Act of 1996, as amended by the Health Information Technology for Economic and Clinical Health Act of 2009, and regulations implemented thereunder (collectively, "HIPAA"), also established federal criminal statutes that prohibit, among other things, knowingly and willfully executing, or attempting to execute, a scheme to defraud any healthcare benefit program, including private third-party payers, and knowingly and willfully falsifying, concealing, or covering up a material fact or making any materially false, fictitious, or fraudulent statement in connection with the delivery of or payment for healthcare benefits, items, or services. Similar to the AKS, a person or entity does not need to have actual knowledge of the statute or specific intent to violate it in order to have committed a violation.

Several states in which we operate also have adopted similar fraud and abuse laws as described above. The scope of these laws and the interpretations of them vary from state to state and are enforced by state courts and regulatory authorities, each with broad discretion. Some state fraud and abuse laws apply to items or services reimbursed by any payer, including patients and commercial insurers, not just those reimbursed by a federally funded healthcare program.

The federal Physician Payments Sunshine Act requires certain manufacturers of drugs, devices, biologics, and medical supplies for which payment is available under Medicare, Medicaid, or the Children’s Health Insurance Program, with certain exceptions, to report annually to the CMS information related to “payments or other transfers of value” made to physicians (defined to include doctors, dentists, optometrists, podiatrists, and chiropractors), certain non-physician practitioners (physician assistants, nurse practitioners, clinical nurse specialists, anesthesiologist assistants, certified registered nurse anesthetists, anesthesiology assistants, and certified nurse midwives), and teaching hospitals, and to report annually to CMS certain ownership and investment interests held by physicians and their immediate family members.

Many EU member states have adopted specific anti-gift statutes that further limit commercial practices for medical devices, in particular vis-à-vis healthcare professionals and organizations. Additionally, there has been a recent trend of increased regulation of payments and transfers of value provided to healthcare professionals or entities, and many EU member states have adopted national “Sunshine Acts” which impose reporting and transparency requirements (often on an annual basis), similar to the requirements in the U.S., on medical device manufacturers. Certain countries also mandate implementation of commercial compliance programs.

Violation of any of these laws or any other governmental regulations that apply may result in significant penalties, including, without limitation, administrative civil and criminal penalties, damages, disgorgement, fines, additional reporting requirements and compliance oversight obligations, contractual damages, the curtailment or restructuring of operations, exclusion from participation in government healthcare programs, and/or imprisonment.

Healthcare Reform

In the U.S., there have been, and we expect there will continue to be, a number of legislative and regulatory changes to the healthcare system, many of which are intended to contain or reduce healthcare costs. By way of example, the Affordable Care Act ("ACA") substantially changed the way healthcare is financed by both governmental and private insurers. Since its enactment, there have been judicial, executive, and congressional challenges to certain aspects of the ACA. On June 17, 2021, the U.S. Supreme Court dismissed a significant judicial challenge to the ACA without specifically ruling on the constitutionality of the ACA.

In addition, the ACA requires (with limited exceptions) that private health plans cover certain recommended preventive services without imposing member cost-sharing. For individuals covered by HDHPs, receiving preventive care coverage without cost-sharing will not affect their eligibility to make HSA contributions. Furthermore, HDHP participants retain their HSA-eligibility if they receive disease management or wellness programs that do not provide significant benefits in the nature of medical care or treatment, even if these are provided before the high deductible is met. With President Trump signing into law The One Big Beautiful Bill Act ("OBBBA") on July 4, 2025, HSA eligibility was expanded. Specifically, the OBBBA made permanent the ability to receive telehealth and other remote care services before meeting the HDHP deductible while remaining eligible to contribute, effective January 1, 2025. As of January 1, 2026, bronze and catastrophic plans available through a state's health insurance marketplace will be considered HSA-compatible, regardless of whether the plans satisfy the general definition of an HDHP, expanding the ability of people enrolled in such plans to contribute to HSAs. Additionally, beginning January 1, 2026, an otherwise eligible individual enrolled in certain direct primary care ("DPC") service arrangements may contribute to an HSA, where they can also use their HSA funds tax-free to pay periodic DPC fees.

Other legislative changes have been proposed and adopted since the ACA and OBBBA were enacted, and we expect that additional state and federal healthcare reform measures will be adopted in the future, any of which could limit the amounts that federal and state governments and other third-party payers will pay for healthcare products and services.

For EU member states, in December 2021, Regulation No 2021/2282 on Health Technology Assessment ("HTA"), amending Directive 2011/24/EU ("HTA Regulation"), was adopted. While the HTA Regulation entered into force in January 2022, it applies from January 2025 onwards, with preparatory and implementation-related steps to take place in the interim. It will have a phased implementation depending on the concerned products. The HTA Regulation intends to boost cooperation among EU member states in assessing health technologies, including certain high-risk medical devices, and provide the basis for cooperation at the EU level for joint clinical assessments in these areas. It will permit EU member states to use common HTA tools, methodologies, and procedures across the EU, working together in four main areas, including joint clinical assessment of the innovative health technologies with the highest potential impact for patients, joint scientific consultations whereby developers can seek advice from HTA authorities, identification of emerging health technologies to identify promising technologies early, and continuing voluntary cooperation in other areas. Individual EU member states will continue to be responsible for assessing non-clinical (e.g., economic, social, ethical) aspects of health technology, and making decisions on pricing and reimbursement.

State Corporate Practice of Licensed Professions and Fee-Splitting Laws

Our arrangements with our affiliated professional entities are subject to various state laws in California and other jurisdictions, commonly referred to as corporate practice of medicine and physical therapy, respectively, and fee-splitting laws, which are intended to prevent unlicensed persons from interfering with or influencing the provider's professional judgment and prohibit the sharing of professional service fees with non-professional or business interests. These laws vary from state to state and are subject to broad interpretation and enforcement by state regulators. A determination of non-compliance against us and/or our affiliated professional entities could lead to adverse judicial or administrative action, civil or criminal penalties, receipt of cease and desist orders from state regulators, loss of provider licenses, and/or restructuring of these arrangements. In order to comply with the corporate practice of medicine doctrine in states in which we operate, we have entered into a management or administrative services agreement (an "MSA") with each of our affiliated professional entities. Under the MSAs, we provide various administrative and operations support services in exchange for scheduled fees for our services.

Telehealth Provider Licensing, Scope of Practice and Related Laws and Guidelines

The practice of medicine and physical therapy is subject to various federal, state, and local certification and licensing laws, regulations, and approvals relating to, among other things, the adequacy of medical care, the provision of telehealth, and operating policies and procedures. Physicians, physical therapists and other licensed health professionals who provide professional services to an individual via telehealth must, in most instances, hold a valid license to practice in the state in which the individual is located. In addition, certain jurisdictions in which we operate may prohibit or otherwise restrict our affiliated providers' ability to provide such professional services via telehealth. Failure to comply with these laws could result in professional discipline for the affiliated professional entities' providers or civil or criminal penalties, limit our ability to offer our platform and programs to individuals, and/or increase our costs of doing business. We continue to monitor and assess the development of new interpretations of existing laws or implementation of new laws to ensure that our affiliated providers are appropriately licensed under applicable state law and that their provision of telehealth to our members occurs in each instance in compliance with applicable rules governing telehealth.

Data Privacy and Security Laws

Numerous state, federal and foreign laws, regulations and standards govern the collection, use, access to, confidentiality and security of health-related and other personal information, and could apply now or in the future to our operations or the operations of our partners. In the U.S., numerous federal and state laws and regulations, including data breach notification laws, health information privacy and security laws and consumer protection laws and regulations govern the collection, use, disclosure, and protection of health-related and other personal information. For example, HIPAA imposes privacy, security and breach notification obligations on certain healthcare providers, health plans, and healthcare clearinghouses, known as covered entities, as well as their business associates that perform certain services that involve creating, receiving, maintaining or transmitting individually identifiable health information for or on behalf of such covered entities, and their covered subcontractors. HIPAA requires covered entities and business associates to develop and maintain policies with respect to the protection of, use and disclosure of PHI, including the adoption of administrative, physical and technical safeguards to protect such information, and certain notification requirements in the event of a breach of unsecured protected health information. Privacy and security laws, regulations, and other obligations are constantly evolving, may conflict with each other to complicate compliance efforts, and can result in investigations, proceedings, or actions that lead to significant civil and/or criminal penalties and restrictions on data processing.

Our People

As of December 31, 2025, we had 1,437 full-time employees, including 1,297 employees based in the U.S. We also have employees based in other countries, including India, Canada, and the UK. 423 of our employees were care team members as of December 31, 2025. We maintain a full-time workforce and supplement our workforce with contractors and consultants.

To our knowledge, none of our employees are represented by a labor union or party to a collective bargaining agreement. Our human capital resources objectives include, as applicable, identifying, recruiting, retaining, incentivizing, and integrating our existing and new employees.

Corporate Information

We were incorporated as a Delaware corporation in March 2016. We completed our initial public offering ("IPO") in May 2025 and our Class A common stock is currently listed on the NYSE under the symbol "HNGE." Our principal executive offices are located at 455 Market Street, Suite 700, San Francisco, California 94105, and our telephone number is (415) 726-2206. Our website address is www.hingehealth.com.

Available Information

We may announce material information to the public through filings with the SEC, our website (ir.hingehealth.com), press releases, public conference calls, public webcasts, and social media. We use these channels to communicate with the public about us, our business and other matters and as a means of disclosing material non-public information and for complying with our disclosure obligations under Regulation FD promulgated by the SEC. We also make available on or through our website certain reports and amendments to those reports that we file with or furnish to the SEC in accordance with the Securities Exchange Act of 1934, as amended, or the Exchange Act. These include our Annual Reports on Form 10-K, our Quarterly Reports on Form 10-Q, our Current Reports on Form 8-K and our Proxy Statements on Schedule 14A for our annual meetings of stockholders, and amendments to those reports filed or furnished pursuant to Section 13(a) or 15(d) of the Exchange Act. We make this information available on or through our website free of charge as soon as reasonably practicable after we electronically file the information with, or furnish it to, the SEC. The SEC also maintains a website that contains our SEC filings. The address for the SEC website is www.sec.gov.

Information contained on, or that can be accessible through, our website are not incorporated into this filing, and the inclusion of our website address in this filing are inactive textual references only.

Item 1A. Risk Factors

Investing in our Class A common stock involves a high degree of risk. You should carefully consider the risks and uncertainties described below, together with all of the other information in this Annual Report, before making a decision to invest in our Class A common stock. If any of the risks occur, our business, results of operations, and financial condition could be materially adversely affected. In that event, the trading price of our Class A common stock could decline, and you may lose all or part of your investment. Additional risks and uncertainties not presently known to us or that we currently deem immaterial also may impair our business and materially adversely affect our business, results of operations, and financial condition.

Risks Related to Our Business, Operations, and Industry

We have a history of net losses, we anticipate increasing expenses in the future, and we may not be able to maintain profitability. Although we have experienced rapid growth recently, if we fail to effectively manage our growth, we may be unable to execute our business plan and adequately address competitive challenges, and our business, results of operations, and financial condition could be materially adversely affected.

While we have experienced revenue growth over recent periods, we may not be able to sustain or increase our growth or maintain profitability in the future. We incurred a net loss of $528.3 million and $11.9 million for the years ended December 31, 2025 and 2024, respectively. As of December 31, 2025, we had an accumulated deficit of $1.05 billion. While we have achieved net income on a quarterly basis in certain periods, we have incurred net losses on an annual basis since our inception. We expect our costs will continue to increase in the foreseeable future as we expect to invest additional funds to grow our business, maintain and increase our members and clients, expand our engagement with partners, hire additional employees, including our care team, develop new programs and enhance our platform. We may not be able to sustain our growth or achieve or maintain profitability in the future. Our efforts to maintain and increase our client base and our members may be more challenging than we anticipate, and we may not be able to maintain the historical growth rate of our client base and our members. Our efforts to grow our business may prove more expensive than we currently anticipate, and we may not succeed in increasing our revenue sufficiently to offset these expenses. Our limited operating history may make it difficult to evaluate our current business and our future prospects.

We have encountered and will continue to encounter risks and difficulties frequently experienced by growing companies in rapidly changing industries. We have recently experienced, and expect to continue to experience, rapid growth in our operations. This growth has placed, and will continue to place, a significant strain on our operational and financial resources and our personnel. We may not be able to manage our anticipated future growth effectively, including due to a failure to maintain or enhance our information technology infrastructure, financial and accounting systems and controls, and regulatory compliance framework, or a failure to manage expanded operations and employees in geographically distributed locations. In addition to the expected costs to grow our business, we also expect to incur additional legal, accounting, and other expenses as we grow and operate as a publicly traded company. These expenditures may be more costly than we expect, and if we do not achieve the benefits anticipated from these investments, or if the realization of these benefits is delayed, they may not result in increased revenue or growth in our business. If we are unable to successfully address any of these risks and challenges as we encounter them, our business, results of operations, and financial condition could be adversely affected.

We may be unable to successfully execute on our growth initiatives, business strategies, or operating plans.

Our growth initiatives, strategies, and operating plans are designed to enhance our business and expand our platform, programs, and products. The anticipated benefits from our growth initiatives, strategies and operating efforts are based on assumptions that may prove to be inaccurate. Moreover, we may not be able to successfully complete these growth initiatives, strategies, and operating plans and realize all of the benefits, including growth targets and cost savings, that we expect to achieve, or it may be more costly to do so than we anticipate. A variety of risks could cause us not to realize any or all of these expected benefits. These risks include, among others: delays in the anticipated timing of activities related to such growth initiatives, business strategies, and operating plans; increased difficulty and cost in implementing our initiatives, strategy and operating efforts, including difficulties in complying with additional, new and evolving regulatory requirements; and the incurrence of other unexpected costs associated with operating our business, including costs related to regulatory compliance. Moreover, our continued implementation and investment in these initiatives, strategies, and plans may disrupt our day-to-day operations and performance. Additionally, our growth initiatives and strategies, including our continued expansion into fully insured health plan and Medicare Advantage populations, has and may result in changes to our business model, which has and could impact our financial performance and our ability to predict our future results of operations. The fully insured and Medicare Advantage markets operate under different financial dynamics compared to our core self-insured employer channel, and we may experience variability in our revenue and gross margin as we continue our expansion. In addition, as we expand internationally, we have incurred and expect to incur additional costs to develop our global program and address international regulations, including research and development expenses and expenses for third-party professional services. As we continue to expand internationally, we could experience greater than anticipated costs to expand or we could be unable to successfully offer our global program or attract and retain clients and members to our global program. Further, the market for our global program operates under different financial dynamics compared to our core clients, and we may experience variability in results from our global program. As a result, we cannot assure you that we will realize any benefits from executing on our growth initiatives, business strategies, or operating plans. If, for any reason, the benefits we realize are less than our estimates or the implementation of these growth initiatives, strategies, and operating plans adversely affects our operations or costs more or takes longer to effectuate than we expect, or if our assumptions about their impact to our business prove inaccurate, our business, results of operations, and financial condition could be materially adversely affected.

We have a limited operating history, which makes it difficult for you to evaluate our business, future prospects, and your investment, and makes it difficult to predict our future results of operations.

We were formed in 2012 and launched our first U.S. client in 2016. Accordingly, we have a limited operating history, which makes it difficult to evaluate our operations and future prospects. As a result of our limited operating history, we have limited insight into trends that may emerge and affect our business. As such, we face risks and uncertainties relating to our ability to implement our business plan successfully, including, without limitation, our ability to maintain and increase our clients, members, contracted lives, and partners, expand our business in existing markets and enter new markets, and our ability to accurately forecast our future results of operations, including revenue, margins, cash flow, and net income (loss), as well as plan our operating expenses. In addition, our business is affected by general macroeconomic and business conditions in the U.S. and around the world, including fluctuating interest rates, political and market instability and uncertainty, inflationary pressures, government shutdowns, terrorist activities and armed conflicts, and other health crises and natural disasters that affect us and our clients, members, and partners. If our assumptions regarding these risks and uncertainties are incorrect or change due to changes in our markets or changes in business and economic conditions generally, or if we do not address these risks successfully, our results of operations and financial results may differ materially from our expectations and our business may suffer. These risks and challenges could affect fundamental aspects of our business, including our ability to:

- maintain and increase our contracted lives and members;
- maintain and increase our clients and partners;
- maintain and increase revenue from our platform;
- enhance our platform, develop new or enhanced programs, and effectively manage our growth, including our international expansion;
- comply with existing and new laws and regulations applicable to our business, including those that become applicable to our business in connection with our growth initiatives and strategies, and our industry, including, without limitation, any healthcare regulatory laws and compliance regulations that govern our platform and programs;
- successfully compete with other companies that are currently in, or may in the future enter, our markets or that offer MSK treatments;

- maintain and improve the infrastructure underlying our platform, including our apps and website, including with respect to data protection and cybersecurity; and
- maintain and enhance the value of our reputation and brand.

We may not be able to address these risks and challenges in a cost-effective manner, or at all. Our potential for future profitability and growth must be considered in light of these and other risks, uncertainties, expenses, and difficulties.

Our results of operations have fluctuated in the past and may continue to fluctuate in the future on a quarterly and annual basis. If we fail to meet the expectations of analysts or investors, our stock price and the value of your investment could decline substantially.

Our results of operations have in the past, and may in the future, continue to fluctuate significantly on a quarterly and annual basis, driven in part by the cyclical nature of our business and the seasonal nature of our sales cycle. For example, a majority of our clients enter into contracts with us in the third and fourth quarters of each calendar year, in line with the typical employee benefit enrollment period. Most of these clients are then launched in the first or second quarter of the following calendar year. Macroeconomic conditions, however, may delay or halt the launch process. We may be affected by different seasonal trends in the future, particularly as our business matures. For example, we expect that, from time to time due to macroeconomic factors outside of our control, certain clients or potential clients may not engage with us until later in the fourth quarter of a calendar year, which may delay the timing of our billings and the start of revenue recognition. We may experience unexpected fluctuations in our results of operations and financial metrics and make forecasting our future results of operations and financial metrics more difficult.

Further, while we sometimes offer a flat annual fee per member for our platform, many client agreements reflect engagement-based or milestone-based payments. Accordingly, there is a risk that we may not be able to monetize engagement by members in the manner we predict or expect based on this pricing model. In addition, we are implementing an alternative engagement-based pricing model in the near term based on member engagement, which may take more time and require more effort to implement than anticipated, may have results that are difficult to predict, and may result in decreased revenue from some clients. Additionally, since we recognize revenue ratably over the course of an annual subscription, any decreases in our sales to new clients or renewals of existing clients in any one period may not immediately be fully reflected as a decrease in revenue for that period, but would negatively affect our revenue in future quarters. This dynamic also makes it difficult for us to rapidly increase our revenue through the sale of additional subscriptions in any period. If we fail to match our past performance, if our quarterly performance fluctuates due to macroeconomic factors outside of our control, or if we fail to meet or exceed the expectations of securities analysts or investors, the trading price of our Class A common stock could decline. Moreover, our stock price may be based on expectations of our future performance that may be unrealistic or that may not be met. Some of the important factors that could cause our revenue and results of operations to fluctuate from quarter to quarter include:

- our ability to maintain and increase our contracted lives and members;
- our ability to maintain and increase our clients and partners;
- the termination or renegotiation by our significant partners of their agreements with us;
- our ability to develop and deploy new or enhanced programs, expand our platform and our products, execute on our growth initiatives and strategies, and effectively manage our growth;
- our ability to deliver on performance guarantees, which may include engagement thresholds, member reported outcomes, and client return on investment, that are offered to the vast majority of our clients;
- the impact of our alternative engagement-based pricing model;
- our ability to comply with existing and new laws and regulations applicable to our business and our industry, including, without limitation, any healthcare regulatory laws and compliance regulations that govern our platform and programs;
- disruptions or outages in our app and website availability, actual or perceived breaches of privacy, and compromises of the data of our contracted lives;
- our ability to successfully compete with other companies that are currently in, or may in the future enter, our markets or offer MSK treatments;
- our ability to effectively manage our international growth and operations;

- shifts in healthcare benefits trends and reimbursement arrangements;
- our ability to manage reputational risks; and
- general industry and macroeconomic conditions that would adversely impact sales.

If we are unable to attract new clients, if existing clients do not renew their agreements or renew on less favorable terms, or if we do not achieve our performance guarantees, it could have a material adverse effect on our business, results of operations, and financial condition.

In order to grow our business, we must continually attract new clients and reduce the level of non-renewals in our business. Our ability to do so depends in large part on the success of our sales and marketing efforts and on our relationships with clients and partners. We aim to enter into long-term relationships with clients and with partners. The majority of our clients enter into contracts with us through our relationships with health plans. Most of our agreements with health plans are three-year contracts; however, health plans can generally unilaterally terminate their relationship with us pursuant to the terms of their agreements with us or can seek to renegotiate their agreements prior to the end of the contract term. Additionally, our client contracts often include a performance guarantee, which may include engagement thresholds, member reported outcomes, and client return on investment, and, if we are unable to achieve these performance guarantees on a consistent basis, our business, results of operations, and financial condition could be materially adversely affected.

Even if we are successful in attracting new clients, our success with clients will depend in part on how many of their contracted lives engage with and desire to use, and continue to use, our platform and programs, which is a factor for whether such clients continue to renew their agreements with us. Under our client agreements, our revenue depends on the fees we collect based on the number of, and engagement of, members. The more contracted lives a client has, the larger the number of potential members, which increases the potential for the fees we can collect from that client. Many factors may lead to a decrease in the contracted lives at a given client, including, but not limited to, the natural attrition of a client's contracted lives and the impact of macroeconomic conditions on our clients or potential clients that may result in a decrease in their employee population, and continued acceptance of our platform and programs for existing and new areas affected by MSK such that clients expand their base of contracted lives. Further, larger clients may have complex decision-making processes to offer our platform and programs to their contracted lives, which could limit or delay our ability to engage with members or contracted lives. For example, a client may take time to review and implement our new programs, which may delay our ability to market them to members and contracted lives, or a client may decide not to implement our new programs.

Our client base may decline or fluctuate due to a number of factors, including our pricing, the prices of products and services offered by our competitors, reduced hiring by our clients or reductions in their contracted lives due to macroeconomic or other factors, the efficacy of our platform and programs for members, the desirability of our platform and programs to members and contracted lives, cost-effectiveness of our platform and programs for our clients, our ability to satisfy our obligations under our client contracts, and consolidation of our client base. In particular, our overall performance depends, in part, on economic conditions. In recent periods, we have observed increased economic uncertainty in the U.S. and abroad. As our clients react to global economic conditions, including the impact of inflation on wages and labor costs, reduced discretionary spending, and the potential for a global recession, we may see them reduce spending, reduce contracted lives, and take additional precautionary measures to limit or delay expenditures and preserve capital and liquidity. In addition, if any of our clients are unable to access funds pursuant to instruments or lending arrangements with a financial institution that falls into receivership or experiences similar liquidity issues, such parties' ability to pay their obligations to us or to enter into new arrangements requiring additional payments to us could be adversely affected. Any future changes to the price or the timing of payment collection for use of our platform and programs pursuant to the terms of our agreements, including changes under our alternative engagement-based pricing model, may adversely affect our business, results of operations, and financial condition.

Reductions in spending by clients on our platform and programs, delays in purchasing decisions, fewer renewals, and an inability to attract new clients, as well as pressure for extended billing terms or pricing discounts, could limit our ability to grow our business and could adversely affect our business, results of operations, and financial condition. In addition, we are implementing an alternative engagement-based pricing model in the near term based on member engagement, which may take more time and require more effort to implement than anticipated and may have results that are difficult to predict. If we are unable to retain and increase our engagement of existing clients or attract new clients for any of the reasons above or for other reasons, our business, results of operations, and financial condition could be materially adversely affected.

If we fail to retain existing members or add new members, our revenue, business, results of operations, and financial condition may be materially adversely affected.

Our number of members and such members' continued engagement are critical to our success. Our financial performance has been and will continue to be significantly determined by our success in adding, retaining, and engaging members. Our members join through their employers, health plans, and other purchasers of healthcare for beneficiaries, who are our clients, and our ability to retain or attract new members depends on our ability to successfully engage with such clients or potential clients that provide their contracted lives access to our platform and programs.

Our ability to maintain members depends on our ability to provide an engaging, effective, accessible, and competitive platform. In addition, we believe our future success will depend in part on our ability to increase both the speed and success of member enrollment, by improving our outreach to contracted lives, engagement with contracted lives and members, enrollment methodology, hiring and training qualified professionals, and increasing our ability to integrate into large-scale, complex technology environments. Such members or contracted lives rely on various sources to determine the effectiveness of our platform and programs. For example, if PBMs at our clients do not perceive our platform and programs to be useful, effective, reliable, and trustworthy, we may not be able to attract or retain members or otherwise maintain or increase the frequency and duration of their engagement. Lack of support for our platform and programs from PBMs can affect how receptive potential clients will be to engage with us and offer our platform and programs to their contracted lives. Subsequently, such a decrease in our ability to engage new members or retain existing members due to negative perception could render us less attractive to our potential clients that could provide direct access to additional contracted lives and members, which may have a material and adverse impact on our revenue, business, results of operations, and financial condition. Moreover, members who may benefit from our platform and programs may lose interest and disengage, and ultimately not re-enroll, for reasons outside of our control that are not in response to the effectiveness or utility of our platform and programs.

Moreover, even if our platform and programs are effective, members may decide not to enroll in future periods and may stop using our platform and programs until additional or a recurrence of MSK conditions cause them to re-enroll. Our forecasts may not accurately estimate member yield or our number of members.

Any other number of factors could potentially negatively affect new member engagement and growth or existing member retention, including if:

- our platform and programs are deemed ineffective by PBMs, existing members, or publications;
- we fail to introduce new and enhanced programs or expand our platform, or if we introduce new or enhanced programs or expand our platform for our existing members that are not favorably received;
- there are changes in member sentiment about the quality, effectiveness, or accessibility of our platform and programs or concerns related to privacy and data sharing, safety, security, or other factors;
- there are adverse changes in our platform and programs that are mandated by legislation, regulatory authorities, or litigation, including settlements or consent decrees;
- there are shifts in healthcare benefits trends;
- clients offer their members or employees a significant volume of optional health benefits that result in contracted lives overlooking our platform and programs or choosing to focus on others;
- partners or clients do not consent to the implementation of our new programs and do not offer them to their contracted lives;
- our marketing efforts to contracted lives are ineffective or limited by our clients;
- technical or other problems prevent us from delivering our platform and programs in an efficient, accessible, and reliable manner or otherwise affect the member experience;
- we adopt policies or procedures related to areas such as sharing the data of our contracted lives that are perceived negatively by our members or the general public; and
- new offerings from our competitors are introduced to the market, including those that have features or functionality that may be superior to ours or that are lower-cost alternatives.

In some cases, clients initially enter into an agreement with us to provide our platform and programs to their contracted lives, but, for a variety of possible reasons, contracted lives ultimately fail to engage with our platform and programs at the expected volume. Our forecasts may not accurately estimate engagement rates, the amount of member engagements, and other assumptions we rely on to anticipate expected growth for our business and revenue, including under our alternative engagement-based pricing model. Additionally, if we are unable to achieve the expected volume of members based on our engagement with clients, or are unable to do so in a timely manner and, as a result, contracted lives do not utilize our platform and programs, clients are unlikely to renew their agreement with us and we may not be able to generate future revenue from such clients, which may adversely impact our future business, results of operations, and financial condition. If we are unable to maintain and increase our existing members and member engagement, our revenue, business, results of operation, and financial condition could be adversely affected.

An individual covered by a high deductible health plan ("HDHP") is generally ineligible to make health savings account ("HSA") contributions if they separately receive any non-HDHP coverage, subject to certain exceptions. Congress recently made permanent a provision originally contained in Section 3701 of the Coronavirus Aid, Relief, and Economic Security Act (the "CARES Act"), which permits plan sponsors to provide telehealth services to HDHP participants before the participant satisfies the deductible without risking their HSA eligibility. While the permanency of this provision offers greater clarity with respect to the availability of pre-deductible telehealth coverage, ongoing regulatory oversight of its implementation remains. We anticipate the Internal Revenue Service (the "IRS") may issue guidance which could limit the scope of this safe harbor. The timing and exact nature of any such rules, if any, are unknown at this time. Nonetheless, Section 223(c)(2)(A) of the Code provides a different safe harbor that allows HDHP participants to receive benefits from certain employee assistance programs, disease management, and wellness programs before they meet their HDHP deductible as long as these programs do not offer significant benefits in the nature of medical care or treatment. It could materially affect our business if and to the extent health plans elect to cease being clients rather than relying on the safe harbor set forth in Section 3701 or Section 223(c)(2)(A) of the Code and related guidance, particularly if the IRS issues regulations or guidance that limits the telehealth safe harbor or creates uncertainty regarding its application.

A substantial portion of our client relationships are contracted through a limited number of health plans and other partners. If we are unable to establish, maintain, or grow these relationships over time or if the partners refer business to our competitors instead, we are likely to lose a portion of our clients, which could have a material adverse effect on our business, results of operations, and financial condition.

As of December 31, 2025 and 2024, we had approximately 60 partners. Historically, a majority of our clients contracted with us through a limited number of large national or regional health plans and other partners who are large nationwide PBMs. Client contracts through our partners accounted for 82% of our revenue for the year ended December 31, 2025 and 79% of our revenue for the year ended December 31, 2024. For the years ended December 31, 2025 and 2024 client contracts through each of our top three partners, which are all large national health plans, represented more than 10% of our revenue. For the years ended December 31, 2025 and 2024, client contracts through (i) Health Care Service Corporation ("HCSC") accounted for 17.5% and 17.1% of our revenue, respectively, (ii) Elevance Health, Inc., formerly known as Anthem, Inc. ("Elevance"), accounted for 13.7% and 14.0% of our revenue, respectively, and (iii) Aetna Life Insurance Company ("Aetna") accounted for 10.5% and 11.6% of our revenue, respectively. These partners are not required to work with us on an exclusive basis. Additionally, we expect the distribution of revenue and our top three partners to change over time. If we are unable to establish, maintain, or grow these relationships over time or if the partners refer business to our competitors instead, we are likely to lose a portion of our clients and our business, results of operations, and financial condition will suffer. The loss of any of our key partners could impact the growth rate of our revenue, business, and results of operations as we work to obtain new partners or replacement relationships and to contract directly with affected clients or through another partner affiliated with affected clients. Additionally, if the financial terms of our agreements with key partners, particularly major health plans, become less favorable to us as they are renewed, our business, results of operations, and financial condition could be adversely affected.

Our partnership agreements generally have an average contract term of three years. As of December 31, 2025, none of our agreements with our top three partners were due to expire prior to 2027. Each of the agreements are terminable, however, by our partners for convenience, subject to a notice period. In addition, the agreements may be terminated for other reasons, which include material breach of the agreement or our insolvency. As a result, contracts with these partners may be terminated before their term expires, and our partners may seek to renegotiate the terms of their agreements before their term expires. If a partner were to terminate its contract with us, we would need to contract directly with affected clients or through another partner affiliated with affected clients, such as a PBM. In such an event, we may be required or may choose to expend resources in order to recontract with the client and such efforts could be costly, time-consuming, or ultimately unsuccessful. Our partnership agreements often include provisions for administrative or marketing fees payable to partners when we contract with a client through them. In our negotiations with health plan contracts, we may also agree to terms in favor of the health plans that could expose us to potentially high expenses or liabilities, including unfavorable indemnification clauses that promise to indemnify the plans if the use of our platform and programs does not qualify for "first-dollar" coverage due to legislative changes. See the risk factor titled "—Risks Related to Legal and Regulatory Matters—Legislative or regulatory healthcare reform measures may make it more difficult and costly to operate our business, or to do so profitably. Accordingly, such legislative or regulatory healthcare reform measures may have a material adverse effect on our business, results of operations, and financial condition."

Further, while we collect revenue from our clients, if the client is contracted through a health plan partner, then the health plan partner remits payment to us. In addition, while we have agreements with our partners that indicate the terms of payment, our partners may audit or dispute our contracts and billing practices because they differ from traditional health plan contracting and billing practices, which could lead to delays in payment or non-payment of certain fees, deterioration in the partner relationship, or renegotiation of partner agreements. Such risks may increase as we shift to our alternative engagement-based pricing model. In order to grow our business, we anticipate that we will continue to depend on our relationships with third parties, including our partners. Identifying partners, and negotiating and documenting relationships with them, requires significant time and resources. Our competitors may be effective in providing incentives to third parties to favor their products or services or to prevent or reduce utilization of our platform and programs. If we are unsuccessful in establishing or maintaining our relationships with third parties, our ability to compete in the marketplace or to grow our revenue could be impaired and our business, results of operations, and financial condition may be materially adversely affected. Even if we are successful, our relationships with third parties may not result in an increase in clients, members, contracted lives, or revenue.

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

We devote resources to establish relationships with our partners, including health plans in particular, in order to implement our platform, and have a relatively long sales cycle. Accordingly, our results of operations will depend in substantial part on our ability to enroll our clients' contracted lives as members, deliver a successful experience for clients and members, and persuade our clients and partners to maintain and grow their relationships with us over time. We also invest in expanding our partner relationships, particularly with health plans. Additionally, if our business grows significantly, our client, partner, and member acquisition costs could outpace our build-up of recurring revenue, and we may be unable to reduce our total operating costs through economies of scale such that we are unable to achieve profitability. We incur upfront costs in establishing our client and partner relationships. If we fail to achieve appropriate economies of scale, if our investments in these relationships fail to materialize or if we fail to manage or anticipate the evolution and demand of our platform and programs, our member yield may decrease, and our business, results of operations, and financial condition could be adversely affected.

If we are not able to develop and release new programs and new products, or successful enhancements, new features, and modifications, to our existing platform and programs, or if our clients do not consent to the inclusion of platform and program enhancements in their agreements, our business, results of operations, and financial condition could be adversely affected.

The markets in which we operate are characterized by rapid technological change, frequent new product and service introductions and enhancements, changing client and member demands, and evolving industry standards. The introduction of products and services embodying new technologies can quickly make existing products and services obsolete and unmarketable. Additionally, changes in laws and regulations could impact the usefulness of our platform and programs and could necessitate changes or modifications to our platform and programs to accommodate such changes.

We invest substantial resources in our growth initiatives and strategies, which include researching and developing new programs and new products and enhancing our existing platform and programs by incorporating additional features, improving functionality, and adding other improvements to meet our members' evolving needs. The success of any enhancements or improvements to our platform and programs, or any new programs or products, including those in markets beyond the MSK market, depends on several factors, including timely completion, competitive pricing, adequate quality testing, integration with new and existing technologies in our platform and third-party partners' technologies, and overall market acceptance. We may not succeed in developing, marketing, and delivering on a timely and cost-effective basis new products, enhancements or improvements to our platform and programs, or any new programs, that respond to continued changes in market demands or new client or member requirements, and any new products, enhancements or improvements to our platform and programs, or any new programs, may not achieve market acceptance. In addition, many partners and clients require additional consent before we can offer new programs to their members, which can delay the process and adversely affect potential revenue.

Since developing or enhancing our platform, programs, and products is complex, the timetable for the release of new programs, enhancements to our existing platform and programs, and new products is difficult to predict, and we may not offer new programs, enhancements to our platform and programs, or new products as rapidly as our clients require or expect. Any new programs, new products, and enhancements to our platform and programs that we develop or acquire may not be introduced in a timely or cost-effective manner, may not have actual or perceived effectiveness or may not achieve the broad market acceptance necessary to generate sufficient revenue. Moreover, even if we introduce new programs, new products, or enhancements to our platform and programs, we may experience a decline in revenue from our programs that is not offset by revenue from the new programs, new products, or enhancements to our existing platform and programs.

The introduction of new products and services by competitors, the development of entirely new technologies to replace existing offerings, or shifts in healthcare benefits trends could make our platform and programs obsolete or adversely affect our business, results of operations, and financial condition. We may experience difficulties with software development, industry standards, design, or marketing that could delay or prevent our development, introduction, or implementation of new programs, new products, enhancements, additional features, or capabilities. If clients do not widely engage with us and their contracted lives do not adopt our platform and programs, we may not be able to realize a return on our investment. If we do not accurately anticipate client and member demand or we are unable to develop, license, or acquire new features and capabilities on a timely and cost-effective basis, or if such enhancements do not achieve market acceptance, it could result in adverse publicity and loss of revenue or market acceptance, each of which could have a material adverse effect on our reputation, business, results of operations, and financial condition.

The failure of our platform and programs to achieve and maintain market acceptance or to effectively compete against other technological breakthroughs for the treatment or prevention of MSK conditions could result in us achieving sales below our expectations, which would cause our business, results of operations, and financial condition to be materially adversely affected.

Our current business strategy is highly dependent on our platform and programs achieving and maintaining market acceptance. Market acceptance and adoption of our platform and programs depends on educating people with MSK conditions, including existing and potential clients, members, and contracted lives, as to the accessibility, distinct features, ease-of-use, positive lifestyle impact, cost savings, and other real and perceived benefits of our platform and programs as compared to other solutions. Additionally, our ability to achieve our strategic objectives and remain competitive will depend, among other things, on our ability to develop and commercialize programs that are market-accepted for the treatment of MSK conditions that offer accessibility, have distinct features, are easy-to-use, provide measurable and meaningful cost savings to clients, and are more appealing than available alternatives. Our competitors, as well as a number of other companies, within and outside the healthcare industry, are pursuing new delivery devices, delivery technologies, sensing technologies, procedures, drugs, and other therapies, including solutions driven by AI and machine learning, for the monitoring and treatment of MSK conditions.

Achieving and maintaining market acceptance of our platform and programs could be negatively impacted by many factors, including:

- the failure of our platform and programs to achieve wide acceptance among key opinion leaders in the treatment community and among people living with or at risk for MSK conditions, health plans, or other existing or potential clients, partners, and members;
- lack of sufficient evidence or peer-reviewed publication of clinical evidence supporting the safety, ease-of-use, cost-savings, or other real or perceived benefits of our platform and programs over competitive products or other currently available methodologies;

- perceived risks associated with the use of our platform and programs or similar products or technologies generally, including those that incorporate AI and machine learning;
- individual and healthcare industry concerns or negative publicity regarding patient confidentiality and privacy in the context of digital health;
- the introduction of competitive solutions and the rate of acceptance of those solutions as compared to our platform and programs;
- challenges to our platform and programs by traditional care providers and affiliated professional entities;
- the pace of innovation in AI and machine learning, which may lead to the development of superior or more cost-effective solutions that could render our platform and programs obsolete or less competitive;
- uncertainty around new and emerging AI and machine learning technologies, and the risks involved in the development and deployment of such technologies; and
- results of clinical and financial studies relating to MSK solutions or similar competitive solutions, including those prepared by our potential clients and partners.

If we are not successful in demonstrating to existing and potential clients, members, and partners, including health plans, the benefits of our platform and programs, or if we are not able to achieve the support of existing and potential clients, members, and partners for our platform and programs, our revenue may decline or we may fail to increase our revenue in line with our forecasts, and our business, results of operations, and financial condition could be adversely affected.

We operate in an evolving and competitive industry and if we fail to compete effectively against our existing or potential competitors, our business, results of operations, and financial condition could be adversely affected.

We compete across various segments within the healthcare market, including with respect to traditional healthcare providers, physical therapy providers and medical practices, technology platforms, care management and coordination, digital health, telehealth and telemedicine, medical devices, and health information exchanges. Larger and more established companies, which could include our partners, may focus on our markets and could directly compete with us by implementing their own solutions for MSK care. Smaller companies could also launch new products and services that compete with us and that could gain market acceptance quickly. Our competitors and potential competitors include both enterprise companies that are focused on, or may enter, the healthcare industry, including initiatives and partnerships launched by these large companies, and private companies that offer point solutions for a single MSK condition. We currently face competition from a range of companies, including digital platforms that provide broad care or programs that address a segment of MSK care, such as Kaia Health Software, Inc. (acquired by Sword Health Technologies, Inc. in January 2026), Omada Health, Inc., Sword Health Technologies, Inc., and Vori Health, Inc. These companies, which may offer their solutions at lower prices, are continuing to develop additional products and are becoming more sophisticated and effective. We also currently face competition from health plans and health systems that may offer or develop products or services with features or benefits that overlap with our platform and programs. Large, well-financed healthcare providers and insurance carriers have in some cases developed their own products and services and may provide them to their clients at discounted prices and as supplements to traditional healthcare services. Competition could also result in pricing pressures, which could negatively impact our sales, profitability, and market share.

Our ability to compete effectively depends on our ability to distinguish our company and our platform and programs from our competitors and their products and services, and includes factors such as:

- long-term outcomes;
- ease of use and convenience;
- price;
- greater name and brand recognition;
- longer operating histories;
- greater market penetration;
- larger and more established client and partner relationships;
- larger sales forces and more established products and networks;

- larger marketing budgets;
- access to significantly greater financial, human, technical, and other resources;
- breadth, depth, and efficacy of products and services;
- perceived, actual, and measurable quality, reliability, and effectiveness of products and services; and
- client and member acceptance.

Some of our competitors or potential competitors may have greater name and brand recognition, longer operating histories, and significantly greater resources than we do, and may be able to offer solutions similar to ours at a more attractive price than we can. Further, our current or potential competitors may be acquired by third parties with greater available resources. As a result, our competitors may be able to respond more quickly and effectively than we can to new or changing opportunities, technologies, such as AI and machine learning, standards, or client or eligible life requirements or expectations and may have the ability to initiate or withstand substantial price competition. Any further consolidation in the market may exert downward pressure on prices of our platform and programs and may adversely affect our business, results of operations, or financial condition. In addition, our current or potential competitors have established, or may in the future establish, cooperative relationships with providers of complementary products, technologies, or services to increase the availability of their products and services in the marketplaces in which we compete.

New competitors or alliances may emerge that have greater market share, a larger number of clients or contracted lives, more widely adopted proprietary technologies, greater marketing expertise, greater financial resources, and larger sales forces than we have, which could put us at a competitive disadvantage. Our competitors could also be better positioned to serve certain segments of our markets, which could create additional price pressure. There is no guarantee that we will possess the resources, either financial or personnel, for the research, design, and development of new programs or the expansion of our platform, or that we will be able to utilize these resources successfully and avoid technological or market obsolescence. In light of these factors, even if our platform and programs are more effective than those of our competitors, current or potential clients and their contracted lives may accept competitive products and services in lieu of purchasing our platform and programs, or potential clients may choose to purchase different health benefits. If we are unable to successfully compete, our business, results of operations, and financial condition could be adversely affected.

The markets for our platform and programs are new, rapidly evolving, and increasingly competitive, as the healthcare industry in the U.S. is undergoing significant structural change. If the digital health and MSK markets in which we operate develop more slowly than we expect or if they encounter negative publicity, our business, results of operations, and financial condition could be adversely affected.

The digital health market is relatively new and rapidly evolving, and it is uncertain whether it will achieve and sustain high levels of demand, consumer acceptance, and market adoption. Competition in the digital health market involves rapidly changing technologies, evolving regulatory requirements and industry expectations, frequent new product and service introductions, evolving industry standards, short product lifecycles, and changes in consumer demands. Moreover, the MSK market, including MSK care generally and MSK pain management medical devices in particular, is new and rapidly evolving. Our success will depend to a substantial extent on the willingness of our members and contracted lives to use, and to increase the frequency, extent, and duration of their utilization of, our platform and programs, as well as on our ability to demonstrate the value of digital health to existing and new clients, members, and contracted lives.

Negative publicity regarding patient confidentiality, data privacy, and cybersecurity in the context of technology-enabled healthcare or concerns experienced by our competitors could limit market acceptance of our programs. Additionally, the integration and reliance on AI and machine learning technologies in our platform and programs introduce further risks. These technologies are rapidly evolving and may not perform as expected, which could lead to inaccuracies or inefficiencies in our platform and programs. Negative publicity or regulatory scrutiny related to AI and machine learning could also impact consumer trust and acceptance. Furthermore, the competitive landscape may shift as new AI and machine learning advancements emerge, potentially rendering our current technologies obsolete or less effective. The occurrence of any of these events may adversely affect our business, results of operations, and financial condition.

If we fail to adapt and respond effectively to the changing healthcare landscape, changing laws, regulations, and government enforcement priorities, changing client needs and member needs, requirements, or preferences, our platform and programs may become less competitive.

The markets in which we compete are subject to a changing healthcare landscape and changing laws, regulations, and government enforcement priorities, as well as changing client and member needs, requirements, and preferences. The success of our business will depend on our ability to adapt and respond effectively to these changes on a timely basis. Our business strategy may not effectively respond to these changes, and we may fail to recognize and position ourselves to capitalize upon market opportunities. We may not have sufficient advance notice or resources to develop and effectively implement an alternative strategy. There may be scientific or clinical changes that require us to change our platform and programs or that make our platform and programs less competitive in the marketplace. If there are sensitivities to our business model or our existing competitors and new entrants create new disruptive business models or develop new products and services that clients, members, and contracted lives prefer to our platform and programs, we may lose clients, members, and contracted lives, and our business, results of operations, and financial condition could be adversely affected.

We rely on our sales and marketing force. If we are unable to maintain or expand our sales and marketing infrastructure, it could impede our growth, harm our business, and we may fail to attract adequate numbers of clients or members.

Our business, results of operations, and financial condition are and will continue to be highly dependent on the ability of our sales and marketing force to adequately promote and engage with clients who in turn offer our platform and programs to their contracted lives. If our sales and marketing representatives fail to achieve their objectives, we may not enter into agreements with new clients, and member enrollment and use of our platform and programs could decrease or may not increase at levels that are in line with our forecasts. A key element of our business strategy is the continued expansion of our sales and marketing infrastructure to maintain and increase our client base and members. In particular, we expect to increase our enterprise marketing efforts directly to contracted lives at our clients. Our sales and marketing efforts may not be effective and may not lead to increases in the number of our clients and members.

As we increase our sales and marketing efforts with respect to our existing platform and programs or planned expansions of our platform and programs, we will need to further expand the reach of our sales and marketing networks. Our future success will depend largely on our ability to continue to hire, train, retain, and motivate skilled sales and marketing representatives with significant industry-specific knowledge in various areas, such as MSK pain management and digital health, as well as the competitive landscape for our platform and programs. Recently hired sales representatives require training and take time to achieve full productivity. If we fail to train recent hires adequately, or if we experience high turnover in our sales force in the future, we cannot be certain that new hires will become as productive as may be necessary to maintain or increase our sales. In addition, the expansion of our sales and marketing personnel will continue to place significant burdens on our management team.

If we are unable to expand our sales and marketing capabilities, we may not be able to effectively commercialize our existing platform and programs or planned expansions of our platform and programs, which could result in reduced client engagement and the failure of our member yield to increase in line with our forecasts.

Any failure to offer high-quality implementation, member enrollment, or ongoing support may adversely affect our relationships with our clients and members, or existing or prospective clients and members, and in turn our business, results of operations, and financial condition.

Though we prepare targeted marketing campaigns, we do not control our clients' deployment schedules. As a result, if our clients do not permit and facilitate our marketing efforts, which may be necessary for successful enrollment of their contracted lives as members, or an enrollment launch date is delayed, we could incur significant costs, our member yield may decline, clients and members could become dissatisfied and decide not to use our platform and programs or not to implement our platform or programs in future periods. In addition, competitors with more efficient operating models or lower implementation costs could jeopardize our client relationships as well as our partner relationships.

In implementing and using our platform and programs, our clients and members depend on our support teams to resolve issues in a timely manner. High-quality support is also important for the renewal and expansion of our platform and programs by existing clients as well as enrollment by contracted lives and re-enrollment by current members. We may be unable to respond quickly enough to accommodate short-term increases in demand for support. We also may be unable to modify the nature, scope, and delivery of our platform and programs or support to compete with changes in solutions provided by our competitors. We have also expanded our technical support team internationally and clients and members may view such support as less effective than support based in the U.S. Furthermore, clients are able to decide whether members receive support from an international team, and if we are unable to successfully transition most clients to the more cost-effective international support structure, we may not achieve anticipated savings on support labor costs. Increased client and member demand for support could increase costs and adversely affect our business, results of operations, and financial condition. Our sales are highly dependent on our reputation and on positive recommendations from our existing members, clients, and partners. The importance of our support functions will increase as we expand our business and pursue new clients, members, and contracted lives. Any failure to maintain high-quality support, or a market perception that we do not maintain high-quality support, could materially adversely affect our reputation, our ability to sell our platform and programs, our ability to enable members and contracted lives to re-enroll or enroll in our platform and programs, and, in turn, our business, results of operations, and financial condition.

We believe our corporate culture has contributed to our success, and if we fail to maintain this culture as we grow, we could lose the capabilities fostered by our culture and our business, results of operations, and financial condition could be materially adversely affected.

We believe our culture has been a key contributor to our success to date. We have invested substantial time and resources in building our team and investing in our corporate culture. As we continue to grow, including geographically, and develop the infrastructure of a public company, we may find it difficult to maintain our corporate culture. We may not be able to effectively integrate, develop, and motivate a large number of new employees across geographies, including our growing employee base in India, and we may not be able to maintain the beneficial aspects of our corporate culture. Any failure to preserve our culture could negatively affect our ability to retain and recruit qualified personnel. If we fail to attract new personnel or fail to retain and motivate our current personnel, our business, results of operations, and financial condition could be materially adversely affected.

In addition, in order to attract employees that contribute to our corporate culture, we have had to offer, and believe we will need to continue to offer, highly competitive compensation packages before we can validate the productivity of those employees. In addition, fluctuations in the price of our Class A common stock may make it more difficult or costly to use equity compensation to motivate, incentivize, and retain our employees. Our stock price volatility or lack of positive performance may cause periods of time during which option exercise prices might be less than the sale price of our Class A common stock or the value of restricted stock units (“RSUs") we grant might be less competitive, which may lessen the retentive attributes of these awards. As a result, we may have to incur increased compensation costs, change our equity compensation strategy, or find it difficult to motivate, incentivize, and retain our employees.

Moreover, we face significant competition for talent from other healthcare, technology, and high-growth companies, which includes large enterprises and privately held companies. We may not be able to hire new employees quickly enough to meet our needs, and any change in our hiring abilities may affect our corporate culture. If we fail to effectively manage our hiring needs and successfully integrate our new hires, our efficiency and our employee morale, productivity, and retention could suffer, and our business, results of operations, and financial condition could be materially adversely affected.

We depend on our executive officers and other key employees, and the loss of one or more of these employees or an inability to attract and retain other highly skilled employees could materially adversely affect our business, results of operations, and financial condition.

Our performance depends upon the efforts and abilities of our executive team, particularly Daniel Perez, our CEO and Co-Founder, certain key technical and management personnel, and other highly skilled employees. The loss of the services of one or more such people could have a material adverse effect on our business, results of operations and financial condition. Our success also depends on our ability to attract and retain other highly skilled employees and key management personnel. Qualified individuals are in high demand, and we may incur significant costs to attract them. Competition for such personnel is intense, and we may not be able to attract or retain such personnel in the future. The loss of even a few qualified employees, or an inability to attract, retain, and motivate additional highly skilled employees required for the planned growth of our business, could harm our results of operations and impair our ability to grow. To attract and retain key personnel, we use various measures, including an equity incentive program for key executive officers and most employees. These measures may not be enough to attract and retain the personnel we require to operate our business effectively.

In April 2024, we announced a restructuring plan to reduce our workforce by approximately 160 people, or approximately 10% of our workforce. This restructuring plan was complete as of December 31, 2024. The expense reduction measures taken in connection with such reduction in force may result in unintended consequences and costs, including costs associated with attrition beyond our intended reduction in force, a decrease in morale among our personnel, adverse impacts in our ability to recruit and hire qualified personnel in the future, and the loss of institutional knowledge and expertise, which could result in losses in future periods or otherwise prevent us from realizing, in full or in part, the anticipated benefits and savings from the reduction in force.

All of our employees are at-will employees, meaning that they may terminate their employment relationship with us at any time, and their knowledge of our business and industry would be extremely difficult to replace. If we fail to retain talented senior management, our executive team, and other key technical and management personnel, or if we do not succeed in attracting well-qualified employees or retaining and motivating existing employees, our business, results of operations, and financial condition may be materially adversely affected.

We may require additional capital to support the growth of our platform and programs, and this capital may not be available on terms favorable to us, or at all, and may dilute existing stockholders' ownership of our Class A common stock.

We intend to continue to make investments to support the growth of our platform and programs and may require additional funds for such development. We may need additional funding for marketing expenses, to develop and expand sales resources, develop new features, enhance our platform and programs, or acquire complementary businesses and technologies to further grow our business and the platform and programs we can offer, or repurchase outstanding shares of our class A common stock under our share repurchase program. Accordingly, we may need or want to engage in future equity or debt financings to secure additional funds. If we raise additional funds through issuances of equity or convertible debt securities, our existing stockholders could suffer significant dilution, and any new equity securities we issue could have rights, preferences, and privileges superior to those of holders of our Class A common stock. Any debt financing that we may secure in the future could involve restrictive covenants relating to our capital raising activities and other financial and operational matters, which may make it more difficult for us to obtain additional capital and to pursue business opportunities. Volatility in capital markets and lower market prices for many securities may, among other things, affect our ability to access new capital on terms favorable to us, if at all. If we are unable to obtain adequate financing or financing on terms satisfactory to us, our ability to develop our platform and programs, support our business growth, and respond to business challenges could be significantly impaired, and our business, results of operations, and financial condition could be adversely affected.

If we are not able to maintain and enhance our reputation and brand recognition, our business, results of operations, and financial condition may be materially adversely affected.

We believe that maintaining and enhancing our reputation and brand recognition is critical to our relationships with existing clients and members and our ability to attract new clients and members. The promotion of our brand may require us to make substantial investments and we anticipate that, as our market becomes increasingly competitive, these marketing initiatives may become increasingly critical, difficult, and expensive. Our marketing activities may not be successful or yield increased revenue, and to the extent that these activities yield increased revenue, the increased revenue may not offset the expenses we incur, and our results of operations could be materially adversely affected.

In addition, any factor that diminishes our reputation or that of our management, including failing to meet the expectations of our clients and members, could make it substantially more difficult for us to attract new clients and members. Similarly, because our clients and members often act as references for us with prospective new clients, members, and contracted lives, any existing clients or members that question the quality of our work or that of our employees, including our care team, could impair our ability to secure additional new clients, members, and contracted lives. If we do not successfully maintain and enhance our reputation and brand recognition with our clients and members, our business may not grow and we could lose these relationships, which would make it more difficult to acquire new clients, members, and contracted lives, all of which could materially adversely affect our business, results of operations, and financial condition.

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

Acquisitions and investments could result in operating difficulties, dilution, and other harmful consequences that may materially adversely impact our business, results of operations, and financial condition.

We have in the past and may in the future make acquisitions to add employees, complementary companies, programs, products, technologies, or revenue. These transactions entail numerous risks and could be material to our business, results of operations and financial condition. We also expect to continue to evaluate and enter into discussions regarding a wide array of potential strategic transactions. The identification of suitable acquisition candidates can be difficult, time-consuming, and costly, and we may not be able to complete acquisitions on favorable terms, if at all. The process of integrating an acquired company, business or technology has created, and will continue to create, unforeseen operating difficulties and expenditures. Furthermore, an acquisition may not result in the benefits we anticipate.

Future acquisitions could also result in expenditures of significant cash, dilutive issuances of our securities, the assumption or incurrence of debt, restrictions on our business, contingent liabilities, amortization expenses or write-offs of goodwill, any of which could harm our financial condition. In addition, any acquisitions we announce could be viewed negatively by partners, clients, members, or investors. Moreover, acquisitions or investments could result in costly litigation or liabilities for any breach of representations and warranties made in the course of such acquisitions or investments.

Additionally, competition within our industry for acquisitions of businesses, technologies, and assets may become intense. Even if we are able to identify an acquisition that we would like to consummate, we may not be able to complete the acquisition on commercially reasonable terms or the target may be acquired by another company. We may enter into negotiations for acquisitions that are not ultimately consummated. Those negotiations could result in diversion of management time and significant out-of-pocket costs. If we fail to evaluate and execute acquisitions successfully, we may not be able to realize the benefits of these acquisitions, and our results of operations could be adversely affected. If we are unable to successfully address any of these risks, our business, results of operations, and financial condition could be materially adversely affected.

We may enter into collaborations, in-licensing arrangements, joint ventures, strategic alliances, or partnerships with third parties that may not result in the development of commercially viable solutions or the generation of significant future revenue.

In the ordinary course of our business, we may enter into collaborations, in-licensing arrangements, joint ventures, strategic alliances, or technology partnerships to develop proposed programs, to enhance our platform, and to pursue new markets. Proposing, negotiating, and implementing collaborations, in-licensing arrangements, joint ventures, strategic alliances, or partnerships may be a lengthy and complex process. Other companies, including those with substantially greater financial, marketing, sales, technology, or other business resources, may compete with us for these opportunities or arrangements. We may not identify, secure, or complete any such transactions or arrangements in a timely manner, on a cost-effective basis, on acceptable terms, or at all. We have limited institutional knowledge and experience with respect to these business development activities, and we may also not realize the anticipated benefits of any such transaction or arrangement. Collaborations are also complex and time-consuming to negotiate and document. In particular, these collaborations may not result in the development of solutions that achieve commercial success or result in significant revenue and could be terminated prior to developing any solutions. If we are unable to successfully address any of these risks, our business, results of operations, and financial condition could be materially adversely affected.

A decline in the prevalence of employer-sponsored healthcare could cause our revenue to decline.

We currently derive a large portion of our revenue from our agreements with clients that purchase healthcare for their employees, including through insurance or self-funded benefit plans. These clients offer all of or a portion of their employees enrollment in our platform who, in turn, become contracted lives. A large part of the demand for our platform and programs among clients depends on the need of these clients to manage the costs of healthcare services that they pay on behalf of their employees. Various factors, including changes in the healthcare insurance market or in government regulation of the healthcare industry, could cause a decline in employer-sponsored healthcare, which could adversely affect the market for our platform and programs and negatively affect our business, results of operations, and financial condition. Some experts have predicted that future healthcare reform will encourage employer sponsored health insurance to become significantly less prevalent as employees, including current or potential contracted lives of our clients or potential clients, or current or potential members, migrate to obtaining their own insurance through state sponsored insurance marketplaces. Were this to occur, there is no guarantee that we would be able to compensate for the loss in revenue derived from clients that purchase healthcare for their contracted lives by increasing the acquisition of members by other means and our business, results of operations, and financial condition could be materially adversely affected.

Risks Related to Our Use of AI and Machine Learning

Our increasing reliance on AI and machine learning technologies may expose us to significant risks, including development and deployment challenges, regulatory uncertainties, and potential third-party claims, which could adversely affect our reputation, business, results of operations, and financial condition.

We use AI and generative AI, machine learning, and automated decision-making technologies, including proprietary AI and machine learning algorithms and models, (collectively, "AI Technologies") throughout our business, and are making significant investments in this area. For example, we use AI Technologies to support our care team and to assist with developing personalized exercise therapy plans, providing real-time feedback on an exercise form, identifying high-risk members for targeted interventions, and generally enhancing our operational efficiency and competitiveness.

We expect that increased investment will be required in the future to continuously improve our use of AI Technologies. As with many technological innovations, there are significant risks involved in developing, maintaining, and deploying these technologies and there can be no assurance that the usage of or our investments in such technologies will always enhance our platform and programs or be beneficial to our business, including our efficiency or profitability.

AI Technologies have been known to produce false or "hallucinatory" inferences or outputs and may subject us to new or heightened legal, regulatory, ethical, or other challenges. In particular, if the models underlying our AI Technologies are: incorrectly designed or implemented; trained or reliant on incomplete, flawed, inadequate, inaccurate, biased, or otherwise poor quality data, or on data to which we do not have sufficient rights or in relation to which we and/or the providers of such data have not implemented sufficient legal compliance measures; used without sufficient oversight and governance to ensure their responsible use; and/or adversely impacted by unforeseen defects, technical challenges, cybersecurity threats or material performance issues, any of which may not be easily detectable, the performance of our platform and programs, and business, as well as our reputation and the reputations of our clients, could suffer or we could incur liability resulting from the violation of laws or contracts to which we are a party or civil claims.

In addition, market acceptance, understanding, and valuation of and consumer perceptions of platforms and programs that incorporate AI Technology is uncertain and the perceived value of our AI Technologies could be inaccurate. For example, inappropriate or controversial data practices by developers and end-users, or other factors adversely affecting public opinion of AI Technologies, could impair the acceptance of such AI Technologies, including those incorporated in our platform and programs. Our failure to successfully develop AI Technologies in our platform could depress the market price of our stock and impair our ability to: raise capital; expand our business; provide, improve, and diversify our platform and programs; continue our operations and efficiently manage our operating expenses; and respond effectively to competitive developments.

In addition to our proprietary AI Technologies, we use AI Technologies licensed from third parties in our platform and programs and our ability to continue to use such technologies at the scale we need may be dependent on access to specific third-party software and infrastructure. We cannot control the availability or pricing of such third-party AI Technologies, especially in a highly competitive environment, and we may be unable to negotiate favorable economic terms with the applicable providers. If any such third-party AI Technologies become incompatible with our platform and programs or unavailable for use, or if the providers of such models unfavorably change the terms on which their AI Technologies are offered or terminate their relationship with us, our platform and programs may become less appealing to our clients and our business will be harmed. In addition, to the extent any third-party AI Technologies are used as a hosted service, any disruption, outage, or loss of information through such hosted services could disrupt our operations or solutions, damage our reputation, cause a loss of confidence in our platform and programs, or result in legal claims or proceedings, for which we may be unable to recover damages from the affected provider.

Moreover, the regulatory framework for AI Technologies is rapidly evolving as many federal, state, and foreign government bodies and agencies have introduced or are currently considering additional laws and regulations, in particular where the AI Technologies are used or relied on in delivering healthcare services. Additionally, existing laws and regulations may be interpreted in ways that would affect the operation of our AI Technologies. As a result, implementation standards and enforcement practices are likely to remain uncertain for the foreseeable future, and we cannot yet determine the impact future laws, regulations, standards, or market perception of their requirements may have on our business and may not always be able to anticipate how to respond to these laws or regulations.

Already, certain existing legal regimes, such as various U.S. and state governmental and regulatory agencies relating to data privacy and medical and physical therapy practice, regulate certain aspects of AI Technologies, and various U.S. states and other foreign jurisdictions are applying, or are considering applying, their platform moderation, cybersecurity, and data protection laws to AI Technologies or are considering general legal frameworks for the regulation of AI Technologies. In the U.S., the Trump administration has rescinded an executive order relating to the safe and secure development and deployment of AI Technologies that was previously implemented by the Biden administration. The Trump administration then issued a new executive order that, among other things, requires certain agencies to develop and submit to the President action plans to "sustain and enhance America's global AI dominance," and to specifically review rulemaking taken pursuant to the rescinded Biden executive order and, if possible, rescind any such rulemaking to the extent it is consistent with, or presents a barrier to, the Trump administration's new executive order. Thus, the Trump administration may continue to rescind other existing federal orders and/or administrative policies relating to AI Technologies, or may implement new executive orders and/or other rule making relating to AI Technologies in the future. Any such changes at the federal level could require us to expend significant resources to modify our products, services, or operations to ensure compliance or remain competitive. Legislation related to AI Technologies has also been introduced at the federal level and is advancing at the state level. For example, the California Privacy Protection Agency recently finalized regulations under the California Consumer Privacy Act of 2018 ("CCPA") regarding the use of automated decision-making technology which became effective on January 1, 2026 and requires businesses using automated decision-making technology to comply with certain notice, opt-out and access request requirements by January 1, 2027. California also enacted several new laws in 2024 and 2025 that further regulate use of AI Technologies and provide consumers and patients with additional protections around companies' use of AI Technologies, such as requiring companies to disclose certain uses of generative AI or prohibiting AI systems from using professional terminology, interface elements or branding that suggest or imply medical authority or licensed professional involvement when no such oversight exits. Other states have also passed AI-focused legislation, such as Colorado's Artificial Intelligence Act, which will require developers and deployers of "high-risk" AI systems to implement certain safeguards against algorithmic discrimination, Utah's Artificial Intelligence Policy Act, which establishes disclosure requirements and accountability measures for the use of generative AI in certain consumer interactions, and the recent Texas Responsible Artificial Governance Act ("TRAIGA"), which requires disclosures to patients when AI systems are used by healthcare providers to support diagnosis or treatment planning and permits such AI use only where healthcare providers review all AI-generated records to ensure the data is accurate and properly managed. Such additional regulations may impact our ability to develop and use AI Technologies in the future.

In the EU, the EU Artificial Intelligence Act (the "EU AI Act"), which establishes broad obligations for the development and use of AI Technologies in the EU based on their potential risks and level of impact, came into force in August 2024. The EU AI Act includes requirements around transparency, conformity assessments and monitoring, risk assessments, human oversight, security, accuracy, general purpose AI, and foundation models, and provides for fines of up to the greater of €35 million or 7% of worldwide annual turnover for violations.

It is possible that further new laws and regulations will be adopted in the U.S. and in other non-U.S. jurisdictions, or that existing laws and regulations, including competition and antitrust as well as scope of practice laws, may be interpreted in ways that would limit our ability to use AI Technologies for our business, or require us to change the way we use AI Technologies in a manner that negatively affects the performance of our platform, programs, and business and the way in which we use AI Technologies. We may not be able to anticipate how to respond to these rapidly evolving frameworks, and we may need to expend resources to adjust our platform and programs in certain jurisdictions if the laws, regulations, or decisions are not consistent across jurisdictions. Further, because AI Technology itself is highly complex and rapidly developing, it is not possible to predict all of the legal, operational, or technological risks that may arise relating to the use of AI. The cost to comply with such laws, regulations, or decisions and/or guidance interpreting existing laws, could be significant and would increase our operating expenses (such as by imposing additional reporting obligations regarding our use of AI Technologies or limiting our use of AI Technologies to support our care team). Such an increase in operating expenses, as well as any actual or perceived failure to comply with such laws and regulations, could adversely affect our business, results of operations, and financial condition.

Risks Related to Our Intellectual Property, Data Privacy, Information Technology, Cybersecurity

We may be unable to establish, maintain, protect, and enforce our intellectual property and proprietary rights or prevent third parties from making unauthorized use of our technology, or we may in the future become subject to claims of infringement, misappropriation, or other violation of third parties' intellectual property rights.

Our business depends on a combination of intellectual property and other proprietary rights, including patents, trademarks, copyrights, and trade secrets, as well as license agreements, confidentiality agreements and other contractual arrangements with our employees, affiliates, clients, strategic partners, and others. Our success and ability to compete may depend in part on our ability to maintain and enforce existing intellectual property rights and to obtain, maintain, and enforce further intellectual property protection for our platform and programs, both in the U.S. and in other countries. The protective steps we have taken and plan to take may be inadequate to deter infringement, misappropriation, or other violations of our intellectual property rights. We may be unable to detect the unauthorized use of, or take appropriate steps to enforce, our intellectual property rights. Effective intellectual property rights protections may not be available to us or available in every jurisdiction in which we offer or intend to offer our platform and programs. Failure to adequately obtain, maintain, protect, or enforce our intellectual property rights could harm our brand, devalue our proprietary content, and affect our ability to compete effectively. Further, defending our intellectual property rights could result in the expenditure of significant financial and managerial resources, which could materially adversely affect our business, results of operations, and financial condition.

Our most material trademark asset is the U.S. registered trademark "Hinge Health." Our trademarks, trade names, and brand names are valuable assets that support our brand and perception of our platform and programs and distinguish our platform and programs from those of our competitors. We have registered or applied to register many of these trademarks. However, there can be no assurance that our trademark applications will be approved. Third parties may also oppose our trademark applications or otherwise challenge our use of such trademarks, and our trademarks may be circumvented or declared generic. Further, there can be no assurance that competitors will not infringe our trademarks or that we will have adequate resources to enforce our trademarks. Third parties may file for registration of trademarks similar or identical to our trademarks, thereby impeding our ability to build brand identity and possibly leading to market confusion. Moreover, third parties may file first for our trademarks in certain countries. If they succeed in registering or developing common law rights in such trademarks, and if we are not successful in challenging such third-party rights, we may not be able to use these trademarks to develop brand recognition in those jurisdictions. We also hold the rights to the "hingehealth.com" internet domain name, which is subject to regulation by internet regulatory bodies and trademark and other related laws of each applicable jurisdiction. If we are unable to protect our trademarks or internet domain names in the U.S. or in other jurisdictions in which we currently and may ultimately operate, our brand recognition and reputation would suffer, we would incur significant re-branding expenses and our results of operations could be adversely impacted.

As of December 31, 2025, we owned 21 issued patents and 45 pending patent applications in the U.S. as well as 20 pending PCT applications, 26 foreign issued patents and 54 pending foreign patent applications. As of December 31, 2024, we owned 12 issued patents and 34 pending patent applications in the U.S. as well as 17 pending PCT applications, 17 foreign issued patents and 59 pending foreign patent applications. Our patents issued in the U.S. begin expiring in July 2033, excluding any patent term adjustment. The patent positions of technology and virtual care companies, including our patent position, may involve complex legal and factual questions, and, therefore, the scope, validity, and enforceability of any patent claims that we may obtain cannot be predicted with certainty. Our issued patents and those that may be issued in the future may not provide us with competitive advantages, may be of limited territorial reach, and may be held invalid or unenforceable if successfully challenged by third parties, and our patent applications may never be issued. Even if issued, there can be no assurance that these patents will adequately protect our intellectual property or survive a legal challenge, as the legal standards relating to the inventorship, validity, enforceability, and scope of protection of patent and other intellectual property rights are uncertain. Our limited patent protection may restrict our ability to protect our technologies and processes from competition. It is also possible that third parties, including our competitors, may have or obtain patents relating to technologies that overlap or compete with our platform and programs. If third parties obtain patent protection with respect to such technologies, they may assert that our technology infringes their patents and seek to charge us a licensing fee or otherwise preclude the use of our technology.

We could incur substantial costs as a result of any claim of infringement, misappropriation or violation of another party's intellectual property rights. If we infringe, misappropriate, or otherwise violate the intellectual property rights of third parties or are subject to an intellectual property infringement or misappropriation claim, our ability to grow our business may be severely limited, and our business could be adversely affected.

Companies, organizations, or individuals, including our competitors, may hold or obtain patents, trademarks, or other proprietary or intellectual property rights that would prevent, limit, or interfere with our ability to develop or enhance our platform and programs, which could make it more difficult for us to operate our business. We have received and may in the future receive communications from holders of patents, trademarks, trade secrets, or other intellectual property or proprietary rights alleging that we are infringing, misappropriating, diluting, or otherwise violating such rights. Such parties may in the future bring suits against us alleging infringement or other violation of such rights, or otherwise assert their rights and urge us to take licenses to their intellectual property. If a patent infringement or other intellectual property-related lawsuit is brought against us, we could be forced to stop or delay sales of the program that is the subject of the suit or cease use of our technology altogether. As the market for digital health solutions in the U.S. expands and more patents are issued, the risk increases that there may be patents issued to third parties that relate to our platform and programs of which we are not aware or that we must challenge to continue our operations as currently contemplated. Litigation or other legal proceedings relating to intellectual property claims, regardless of merit, may cause us to incur significant expenses and could distract our technical and management personnel from their normal responsibilities.

Patent and other types of intellectual property litigation can involve complex factual and legal questions, and their outcome is uncertain. We cannot be certain or guarantee that we do not infringe existing patents or that we will not infringe patents that may be granted in the future. Third parties that may own or control such patents and patent applications may bring claims against us that would cause us to incur substantial expenses and, if successfully asserted against us, could cause us to pay substantial damages.

Further, if we are determined to have infringed upon a third party's intellectual property rights, we may also be required to do one or more of the following:

- seek a license from the holder of the infringed intellectual property right, which license may not be available on commercially reasonable terms, or at all;
- pay substantial royalty or license fees or other monetary damages, including treble damages and attorneys' fees if we are found to have willfully infringed a patent or other intellectual property right;
- redesign or reengineer our platform and programs, or other technology in a non-infringing manner, which may be costly, time-consuming, commercially infeasible, or impossible; or
- establish and maintain alternative branding for our platform and programs.

Even if we were able to obtain a license to intellectual property owned by third parties, any such rights may be non-exclusive, which could result in our competitors gaining access to the same intellectual property. In the event of a successful claim of infringement against us and our failure or inability to obtain a license (whether exclusive or non-exclusive) to the infringed technology or other intellectual property right, we could be forced to cease aspects of our business operations and our business, results of operations, and financial condition could be materially adversely affected. In addition, any litigation or claims, whether or not valid, could result in substantial costs, negative publicity and diversion of resources and management attention.

We could incur substantial costs in protecting, defending, or enforcing our intellectual property or other proprietary rights. Failure to adequately protect, defend, or enforce our rights could impair our competitive position and we could lose valuable assets, experience reduced revenue, and incur costly and time-consuming litigation.

Third parties, including our competitors, could be infringing, misappropriating, or otherwise violating our intellectual property rights. In order to protect our intellectual property rights, we may be required to spend significant resources to monitor and protect these rights, which may be difficult and costly. The steps we have taken or will take to detect unauthorized use and prevent infringement, misappropriation or other violation of our intellectual property or proprietary rights may not be successful.

From time to time, we may have to resort to litigation to protect or enforce our intellectual property and proprietary rights, which could result in substantial costs, distraction to management and diversion of our resources. Such litigation could result in the impairment or loss of portions of our intellectual property or proprietary rights. Enforcement of our intellectual property or proprietary rights may be met with defenses, counterclaims, and countersuits attacking the validity and enforceability of such intellectual property or proprietary rights. An adverse determination of any litigation proceedings could put our intellectual property or proprietary rights at risk of being invalidated or interpreted narrowly, could risk the issuance or cancellation of pending patent and trademark filings, and could harm our business. Further, intellectual property law, including statutory and case law, particularly in the U.S., is constantly developing. Changes in the law could make it harder for us to enforce our rights.

In any lawsuit that we bring to enforce our intellectual property or proprietary rights, a court may refuse to prevent the other party from using the technology at issue on grounds that our intellectual property rights do not cover the technology in question. If we initiate legal proceedings against a third party to enforce a patent covering a program, the defendant could counterclaim that such patent is invalid or unenforceable. In patent litigation in the U.S., defendant counterclaims alleging invalidity or unenforceability are commonplace. Grounds for a validity challenge could be an alleged failure to meet any of several statutory requirements, including lack of novelty, obviousness, or non-enablement. Grounds for an unenforceability assertion could be an allegation that someone connected with prosecution of the patent withheld relevant information from the U.S. Patent and Trademark Office ("USPTO") or made a misleading statement during prosecution. Third parties also may raise similar claims before administrative bodies in the U.S. or abroad, even outside the context of litigation. Mechanisms for such challenges include re-examination, post-grant review, *inter partes* review, interference proceedings, derivation proceedings, and equivalent proceedings in foreign jurisdictions, such as opposition proceedings. Such proceedings could result in the revocation of, cancellation of, or amendment to our patents in such a way that they no longer cover our programs, or any future programs that we may develop.

The outcome following legal assertions of invalidity and unenforceability is unpredictable. With respect to the validity question, for example, we cannot be certain that there is no invalidating prior art of which we and the patent examiner were unaware during prosecution. If a third party were to prevail on a legal assertion of invalidity or unenforceability, we would lose at least part, and perhaps all, of the patent protection on our programs. Such a loss of patent protection could have a material adverse effect on our business, results of operations, financial condition, and prospects. Even if we ultimately prevail, a court may decide not to grant an injunction against further infringing activity and instead award only monetary damages, which may not be an adequate remedy. Furthermore, the monetary cost of such litigation and the diversion of the attention of our management could outweigh any benefit we receive as a result of the proceedings. Uncertainties resulting from the initiation and continuation of patent litigation or other proceedings could have a material adverse effect on our business, results of operations, financial condition and prospects. Because of the substantial discovery required in connection with intellectual property litigation, our confidential or sensitive information could be compromised by disclosure in litigation. Litigation could result in public disclosure of results of hearings, motions, or other interim developments. If securities analysts or investors perceive these results to be negative, it could have a substantial adverse effect on the price of our Class A common stock.

In addition, our inability to detect and protect our proprietary technology against unauthorized copying or use, as well as any costly litigation or diversion of our management's attention and resources, could delay further sales of our platform, impair the functionality of our platform, delay introductions of new functionality to our platform, result in the substitution of inferior or more costly technologies into our platform and programs, or harm our reputation. Policing unauthorized use of our technologies, trade secrets, and intellectual property may be difficult, expensive, and time-consuming, particularly in foreign countries where the laws may not be as protective of intellectual property rights as those in the U.S. and where mechanisms for enforcement of intellectual property rights may be weak. If we fail to meaningfully protect our intellectual property and proprietary rights, our business, results of operations, and financial condition could be adversely affected.

If our patents expire or are not maintained, our patent applications are not granted, or our patent rights are contested, circumvented, invalidated, or limited in scope, it may have a material adverse effect on our ability to prevent others from selling, developing, or exploiting platforms or programs similar to ours.

We cannot be certain that we are the first inventor of the subject matter to which we have filed a particular patent application or that we are the first party to file such a patent application. If another party has filed a patent application for the same subject matter as we have, we may not be entitled to the protection sought by the patent application. Further, the scope of protection of issued patent claims is often difficult to determine. As a result, we cannot be certain that the patent applications that we file will issue or that our issued patents will afford protection against competitors with similar technology. In addition, our competitors may design around our issued patents, which may materially adversely affect our business, results of operations, and financial condition.

Our patents may expire if they are not maintained, our patent applications may not be granted, or our patent rights may be contested, circumvented, invalidated, or limited in scope. Any expiration or invalidation of our patents may cause us to not be able to prevent others from selling, developing, or exploiting competing technologies, platforms, programs, or services, which could have a material adverse effect on our business, results of operations, and financial condition. Periodic maintenance fees, renewal fees, annuity fees and various other government fees on patents and/or applications will be due to be paid to the USPTO and various government patent agencies outside of the U.S. over the lifetime of our owned or licensed patents and patent applications. We rely on our outside counsel or our licensing partners to pay these fees due to U.S. and non-U.S. patent agencies. The USPTO and various non-U.S. government patent agencies require compliance with several procedural, documentary, fee payment and other similar provisions during the patent application process. We also depend on our licensors whose intellectual property we license to take the necessary action to comply with these requirements with respect to such in-licensed intellectual property. In many cases, an inadvertent lapse can be cured by payment of a late fee or by other means in accordance with the applicable rules. There are situations, however, in which noncompliance can result in abandonment or lapse of the patent or patent application, resulting in partial or complete loss of patent rights in the relevant jurisdiction. In such an event, potential competitors might be able to enter the market and this circumstance could have a material adverse effect on our business, results of operations, and financial condition.

We cannot guarantee that our pending patent applications will issue as patents. Even if our patent applications issue into patents, these patents may be contested, narrowed, circumvented, held unenforceable, or invalidated in the future. Such proceedings could include supplemental examination or contested post-grant proceedings such as review, reexamination, interference, or derivation proceedings challenging our patent rights. In addition, the rights granted under any issued patents may not provide us with adequate protection or competitive advantages. The claims under any patents that issue from our patent applications may not be broad enough to prevent others from developing technologies that are similar or that achieve results similar to ours. The intellectual property rights of others could also bar us from licensing and exploiting any patents that issue from our pending applications. Numerous patents and pending patent applications owned by others exist in the fields in which we have developed and are developing our technology. Many of these existing patents and patent applications may have priority over our patent applications and could subject our patents to invalidation or our patent applications to rejection. Finally, in addition to patents and patent applications that were filed before our patents and patent applications, any of our existing or future patents may also be challenged by others on the basis that they are invalid or unenforceable. Any expiration, invalidation, or devaluation of our patents may adversely affect our business, results of operations, and financial condition.

The confidentiality and invention assignment agreements that we enter into with our employees, consultants, and contractors involved in the development of intellectual property may not provide meaningful protection for our trade secrets or other confidential information, and if we are unable to protect the confidentiality of our trade secrets or other confidential information, the value of our platform and programs and our business and competitive position could be materially adversely affected.

We rely heavily on trade secret laws and confidentiality agreements to protect our unpatented know-how, technology, and other proprietary information, including our platform and programs, and to maintain our competitive position. With respect to our platform and programs, we consider trade secrets and know-how to be one of our primary sources of intellectual property. Trade secrets and know-how, however, can be difficult to protect. We seek to protect these trade secrets and other confidential information in part by entering into non-disclosure and confidentiality agreements with parties who have access to them, such as our employees, outside contractors, advisors, and other third parties. We also enter into confidentiality and invention assignment agreements with our employees, contractors, consultants, and other third parties who develop intellectual property on our behalf or who may have access to our proprietary information, know-how or trade secrets. These confidentiality agreements are designed to protect our proprietary information and, in the case of agreements or clauses containing invention assignment, to grant us ownership of technologies that are developed through a relationship with employees or third parties. These agreements, however, may not be self-executing and may not provide meaningful protection against the unauthorized use or disclosure of our trade secrets or other confidential information, and adequate remedies may not exist if unauthorized use or disclosure were to occur, or we may not have executed, or may in the future fail to execute, invention assignment agreements with employees, contractors, consultants, and third parties who may be involved in the development of our intellectual property. Furthermore, individuals executing agreements with us may have preexisting or competing obligations to third parties, and thus an agreement with us may be ineffective in perfecting ownership of intellectual property developed by those individuals. The exposure of our trade secrets and other proprietary information would impair our competitive advantages and could have a material adverse effect on our business, results of operations, and financial condition. In particular, a failure to protect our confidential information may allow competitors to copy our technology, which could adversely affect our pricing and market share. Further, other parties may independently develop substantially equivalent know-how and technology.

In addition to contractual measures, we seek to protect the confidential nature of our proprietary information using commonly accepted physical and technological security measures. Such measures may not, for example, in the case of misappropriation of a trade secret by an employee, consultant, or other third party with authorized access, provide adequate protection for our proprietary information. Our security measures may not prevent an employee, consultant, contractor, or other third party from misappropriating our trade secrets and providing them to a competitor, and the recourse we take against such misconduct may not provide an adequate remedy to protect our interests fully. Monitoring unauthorized uses and disclosures is difficult, and we do not know whether the steps we have taken to protect our intellectual property, trade secrets or confidential information will be effective. Unauthorized parties may also attempt to copy or reverse engineer certain aspects of our platform and programs that we consider proprietary. Enforcing a claim that a party illegally disclosed or misappropriated a trade secret can be difficult, expensive, and time-consuming, and the outcome is unpredictable. Although we use commonly accepted security measures, trade secret violations are often a matter of state law, and the criteria for protection of trade secrets can vary among different jurisdictions. In addition, trade secrets may otherwise become known or be independently developed by others, including our competitors, in a manner that could prevent legal recourse by us.

We are, and may in the future become, subject to claims that we or our employees have wrongfully used or disclosed alleged trade secrets of our employees' former employers.

Many of our employees were previously employed by our competitors or other companies with similar or related technology, products, or services. We are, and may in the future become, subject to claims that we or these employees have inadvertently or otherwise used or disclosed trade secrets or other proprietary information of former employers. Litigation may be necessary to defend against these claims. If we fail in defending such claims, we may be forced to pay monetary damages or be enjoined from using certain technology, aspects of our platforms, aspects of our programs, or knowledge. Even if we are successful in defending against these claims, litigation could result in substantial costs and demand on management resources. See the risk factors titled "—We may be unable to establish, maintain, protect, and enforce our intellectual property and proprietary rights or prevent third parties from making unauthorized use of our technology, or we may in the future become subject to claims of infringement, misappropriation, or other violation of third parties' intellectual property rights. Our failure to protect our intellectual property and any potential intellectual property infringement claims could harm our brand, devalue our proprietary content, and affect our ability to compete effectively" and "—We could incur substantial costs in protecting, defending, or enforcing our intellectual property or other proprietary rights. Failure to adequately protect, defend or enforce

our rights could impair our competitive position and we could lose valuable assets, experience reduced revenue, and incur costly and time-consuming litigation."

Defects, errors or vulnerabilities in our platform and programs could harm our reputation and brand and adversely impact our business, results of operations, and financial condition.

Software such as the one used in our platform and programs often contains errors, defects, security vulnerabilities, or software bugs that are difficult to detect and correct, particularly when first introduced or when new versions or enhancements are released. Despite internal testing, our platform may contain serious errors, defects, security vulnerabilities, or software bugs that we may be unable to successfully correct in a timely manner or at all, which could result in lost revenue, significant expenditures of capital, a delay or loss in market acceptance and damage to our reputation and brand, any of which could have an adverse effect on our business, results of operations, and financial condition. Furthermore, our platform and programs are on a cloud-based system that allows us to deploy new versions and enhancements to all of our members simultaneously. To the extent we deploy new versions or enhancements that contain errors, defects, security vulnerabilities, or software bugs to all of our members simultaneously, the consequences would be more severe than if such versions or enhancements were only deployed to a smaller number of members.

Since our members use our platform and programs for medical, health, and well-being purposes, any errors, defects, failures, security vulnerabilities, software bugs, or disruptions to our platform and programs, or any other performance problems with our platform and programs, could result in serious harm to our members and, in turn, hurt our brand and reputation and erode member and client trust. We make regular updates to our platform and programs, which have in the past contained, and may in the future contain, undetected errors, defects, failures, security vulnerabilities, and software bugs when first introduced or released. Real or perceived errors, defects, failures, security vulnerabilities, or software bugs in our platform and programs could result in loss of or delay in market acceptance of our platform and programs, loss of competitive position, lower client and member retention rates or negative publicity (for example, a member could share information about a negative experience on social media, which could result in damage to our reputation and loss of future sales and acquisition of new clients and members). In such an event, we may be required, or may choose, for client relations, member relations, or other reasons, to expend additional resources in order to seek to correct the problem. Our members may also seek significant compensation from us for any losses they suffer or cease using our platform and programs, or our clients could cease conducting business with us. There can be no assurance that provisions typically included in our agreements with our clients that attempt to limit our exposure to claims would be enforceable or adequate or would otherwise protect us from liabilities or damages with respect to any particular claim. Even if not successful, a claim brought against us by any of our members or clients would likely be time-consuming and costly to defend and could seriously damage our reputation and brand, making it harder for us to sell our platform and programs and to enroll and retain members. In addition, we may not carry insurance sufficient to compensate us for any losses that may result from claims arising from defects or disruptions in our platform and programs. As a result, our reputation and our brand could be harmed, and our business, results of operations, and financial condition could be adversely affected.

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

Proprietary software and hardware development is time-consuming, expensive, and complex and may involve unforeseen difficulties. We may encounter technical obstacles, and it is possible that we discover additional problems or design defects that prevent our proprietary platform and programs, including our app and our Enso device, from operating properly. If our platform and programs, including our app and our Enso device, do not function reliably, malfunction, or fail to achieve member expectations in terms of performance, clients and members could assert liability claims against us or our clients could cancel their contracts with us. This could damage our reputation and impair our ability to attract or retain clients and members.

The software underlying our platform and programs is highly complex and may contain undetected errors or vulnerabilities, some of which may only be discovered after the software has been used by our members. Any real or perceived errors, failures, bugs, or other vulnerabilities discovered in our software, platform and programs could result in negative publicity and damage to our reputation, loss of clients, loss of members, loss of contracted lives, loss of, or delay in, market acceptance of our platform and programs, loss of competitive position, loss of revenue or liability for damages, overpayments, and/or underpayments, any of which could harm our member yield. Similarly, any real or perceived errors, failures, design flaws, or defects in our Enso device or in the platform and programs we offer, including our app, could have similar negative results. In such an event, we may be required or may choose to expend additional resources in order to help correct the problem. Such efforts could be costly, or ultimately unsuccessful. Even if we are successful at remediating issues, we may experience damage to our reputation and brand. There can be no assurance that provisions typically included in our agreements with clients or in agreements with members that attempt to limit our exposure to claims would be enforceable or adequate or would otherwise protect us from liabilities or damages with respect to any particular claim. Even if unsuccessful, a claim brought against us by any clients or members would likely be time-consuming and costly to defend and could seriously damage our reputation and brand.

We depend on our information technology systems, and those of our third-party vendors, contractors, and consultants, and any failure or significant disruptions of these systems, security breaches, or loss of data could expose us to liability or materially adversely affect our business, results of operations, and financial condition.

We collect and maintain information in digital form that is necessary to conduct our business, and we are increasingly dependent on information technology systems and infrastructure ("IT Systems") to operate our business. In the ordinary course of our business, we collect, store, and transmit large amounts of confidential information, including but not limited to intellectual property, proprietary business information, protected health information, and personal information about our clients, members, contracted lives, partners, employees, consultants, or contractors. It is critical that we do so in a secure manner to maintain the confidentiality, availability, and integrity of such confidential information. We have established physical, electronic, and organizational measures to safeguard and secure our systems to prevent a data compromise, and rely on commercially available and internal systems, software, tools, and monitoring to provide security for our IT Systems and the processing, transmission, storage and other processing of digital information. We have also outsourced elements of our IT Systems and data storage systems, and as a result a number of third-party vendors, contractors and consultants may or could have access to our confidential information. We cannot conduct audits or formal evaluations of all aspects of all of our third-party vendors', contractors', and consultants' IT Systems, and even where we do conduct audits or evaluations, we cannot be sure that our audits or evaluations will be comprehensive or that such third-party vendors, contractors, and consultants have sufficient measures in place to ensure the confidentiality, integrity, and availability of their IT Systems and confidential information.

Despite the implementation of preventative and detective security controls, such IT Systems are vulnerable to damage or interruption from a variety of sources, including telecommunications or network failures or interruptions, system malfunction, natural disasters, malicious human acts, terrorism, and war. Such IT Systems, including our servers, are additionally vulnerable to physical or electronic break-ins, security breaches from inadvertent or intentional actions by our employees, third-party service providers, contractors, consultants, business partners, and/or other third parties, or from cyberattacks by malicious third parties (including the deployment of harmful malware, ransomware, phishing attacks, denial-of-service attacks, social engineering, sophisticated nation-state and nation-state-supported actors and other means to affect service reliability and threaten the confidentiality, integrity, and availability of information). As we continue to embrace both hybrid and remote working, we may face increased cybersecurity risks due to our reliance on internet technology and the number of our employees who are working remotely, which may create additional opportunities for cybercriminals to exploit vulnerabilities. The risk of a security breach or disruption has generally increased as the number, intensity, and sophistication of attempted attacks and intrusions from around the world have increased. We may not be able to anticipate all types of security threats, and we may not be able to implement preventive measures effective against all such security threats. The techniques used by cyber criminals change frequently, may not be recognized until launched, and can originate from a wide variety of sources, including outside groups such as external service providers, organized crime affiliates, terrorist organizations, or hostile foreign governments or agencies. In addition, the prevalent use of mobile devices that access confidential information increases the risk of data security breaches, which could lead to the loss of confidential information or other intellectual property.

We can provide no assurance that our current IT Systems, or those of the third parties upon which we rely, are fully protected against cybersecurity threats. It is possible that we or our third-party vendors, contractors, and consultants may experience cybersecurity and other breach incidents that remain undetected for an extended period. We and certain of our service providers from time to time are subject to cyberattacks and security incidents. Even when a security incident is detected, the full extent of the breach may not be determined immediately. The costs to us to mitigate network security problems, bugs, viruses, worms, malicious software programs, and security vulnerabilities could be significant, and while we have implemented security measures to protect our data security and IT Systems, our efforts to address these problems may not be successful, and these problems could result in unexpected interruptions, delays, cessation of service, and other harm to our business and our competitive position. While we do not believe that we have experienced any significant system failure, accident, or security breach to date, if such an event were to occur and cause interruptions in our operations, it could result in a material disruption of our offerings to clients and members. Moreover, we and our third-party vendors, contractors, and consultants collect, store, and transmit sensitive data, including health-related information, personally identifiable information, intellectual property, and proprietary business information in the ordinary course of our business. If a computer security breach affects our systems or results in the unauthorized release of personally identifiable information, our reputation could be materially damaged. In addition, such breaches may in the future require notification to governmental agencies, the media, or individuals pursuant to various federal and state privacy and security laws, if applicable, including the Health Insurance Portability and Accountability Act of 1996, as amended by the Health Information Technology for Economic and Clinical Health Act, and the regulations promulgated thereunder (collectively, "HIPAA") as well as regulations promulgated by the FTC and state breach notification laws. We would also be exposed to a risk of loss or litigation and potential liability, which could materially adversely affect our business, results of operations, and financial condition.

We and certain of our third-party vendors are from time to time subject to cyberattacks and security incidents. While we do not believe that we have experienced any significant system failure, accident or security breach to date, if such an event were to occur and cause interruptions in our operations, it could result in unauthorized access to confidential and proprietary business information, intellectual property, sensitive client and member data (including health-related information such as protected health information), or other personally identifiable information of our members, clients, employees, partners, or contractors, loss or misappropriation of or damage to our data, or an inability to access data sources and critical information, process data, or provide our platform and programs. Such failures or breaches of our or our third-party vendors' security measures, or our or our third-party vendors' inability to effectively resolve such failures or breaches in a timely manner, could severely damage our reputation, adversely impact member, client, or investor confidence in us, and reduce the demand for our platform and programs. In addition, we could face litigation, significant damages for contract breach or other breaches of law, significant monetary penalties, or regulatory actions for violation of applicable laws or regulations, and we could incur significant costs for remedial measures to prevent future occurrences and mitigate past violations. The costs related to significant security breaches or disruptions could be material and exceed the limits of the cybersecurity insurance we maintain against such risks. If the IT Systems of our third-party vendors, contractors, or consultants become subject to disruptions or security breaches, we may have insufficient recourse against such third parties and we may have to expend significant resources to mitigate the impact of such an event, and to develop and implement protections to prevent future events of this nature from occurring. Any disruption or loss to IT Systems on which critical aspects of our operations depend could have an adverse effect on our business, results of operations, and financial condition.

Actual or perceived failures to comply with applicable data protection, privacy, and security, advertising, and consumer protection laws, regulations, standards, and other requirements could adversely affect our business, results of operations, and financial condition.

The global data protection landscape is rapidly evolving, and we are or may become subject to numerous state, federal, and foreign laws, requirements, and regulations governing the collection, use, disclosure, retention, and security of personal information. These requirements may be interpreted and applied in a manner that varies from one jurisdiction to another and/or may conflict with other laws, regulations, and regulatory interpretations. As such, our practices may not have complied or may not comply in the future with all such laws, regulations, requirements, and obligations. Any failure, or perceived failure, by us or any of our third-party partners, data centers, or service providers to comply with privacy policies or federal or state privacy or consumer protection-related laws, regulations, regulatory interpretations, industry self-regulatory principles, industry standards or codes of conduct, regulatory guidance, orders to which we may be subject, or other legal obligations relating to privacy or consumer protection, could adversely affect our reputation, brand, and business, and may result in claims, proceedings, or actions against us by governmental entities, clients, members, suppliers, or others. These proceedings may result in financial liabilities or may require us to change our operations, including ceasing the use or sharing of certain data sets, or modifying marketing and other engagement programs and plans. Any such claims, proceedings or actions could hurt our reputation, brand, and business, force us to incur significant expenses in defense of such proceedings or actions, distract our management, increase our costs of doing business, result in a loss of clients, members, contracted lives, partners, and others and result in the imposition of monetary penalties. We are also contractually required to indemnify and hold harmless certain third parties from the costs or consequences of non-compliance with any laws, regulations, regulatory interpretations, or other legal obligations relating to privacy or consumer protection or any inadvertent or unauthorized use or disclosure of data that we store or handle as part of operating our business.

We rely on a variety of marketing techniques, including email, text message, social media marketing, and postal mailings, and we are subject to various laws, regulations, and regulatory interpretations that govern such marketing and advertising practices. A variety of federal and state laws, regulations, and regulatory interpretations govern the collection, use, retention, sharing, and security of consumer data, particularly in the context of online advertising, which we rely upon to attract new clients, members, and contracted lives. Federal and state governmental authorities continue to evaluate the privacy implications inherent in the use of third-party cross-site behavioral advertising technologies and other methods of online tracking for behavioral advertising and other purposes. Various U.S. federal and state laws regulate the level of consumer notice and consent required before a company can employ cross-site behavioral advertising technologies or other electronic tracking tools or the use of data gathered with such tools. The regulation of the use of these cross-site behavioral advertising technologies and other current online tracking and advertising practices or a loss in our ability to make effective use of services that employ such technologies could increase our costs of operations and limit our ability to acquire new clients, members, and contracted lives on cost-effective terms and consequently, materially and adversely affect our business, results of operations, and financial condition.

Further, parts of our business are subject to HIPAA. HIPAA limits the use and disclosure of individually identifiable health information, or protected health information, and imposes privacy, security, and breach notification obligations on certain healthcare providers, health plans, and health care clearinghouses, known as covered entities, as well as their business associates that perform certain services that involve creating, receiving, maintaining, or transmitting individually identifiable health information for or on behalf of such covered entities, and their covered subcontractors. It also mandates the reporting of certain breaches of health information to the U.S. Department of Health & Human Services ("HHS"), affected individuals and if the breach is large enough, the media. The HHS has the discretion to impose penalties without attempting to first resolve violations. HHS enforcement activity can result in financial liability and reputational harm, and responses to such enforcement activity can consume significant internal resources. We have experienced such breaches in the past and could be exposed to a risk of loss or litigation and potential liability, which could materially adversely affect our business, results of operations, and financial condition.

Certain states have also adopted comparable privacy and security laws and regulations, which govern the privacy, processing, and protection of health-related and other personal information. Such laws and regulations will be subject to interpretation by various courts and other governmental authorities, thus creating potentially complex compliance issues for us and our future clients and strategic partners. For example, the CCPA, as amended by the California Privacy Rights Act ("CPRA"), requires covered businesses that process the personal information of California residents to, among other things, (i) make certain disclosures to California consumers about the business's data collection, use, and sharing practices; (ii) receive and respond to requests from California residents to access, delete, and correct their personal information, or to opt out of certain disclosures of their personal information; and (iii) enter into specific contractual provisions with service providers that process California resident personal information on the business's behalf.

Additional compliance investment and potential business process changes may be required. Similar laws have been passed in other states and are continuing to be proposed at the state and federal level, reflecting a trend toward more stringent privacy legislation in the U.S. The enactment of such laws could have potentially conflicting requirements that would make compliance challenging.

We also expect that there will continue to be new laws, regulations, and industry standards concerning privacy, data protection, and information security proposed and enacted in various jurisdictions. Such laws may differ from each other, which may complicate compliance efforts. For example, Washington State enacted a broadly applicable law to protect the privacy of personal health information known as the "My Health My Data Act," which generally requires affirmative consent for the collection, use, or sharing of any "consumer health data." Consumer health data is defined to include personal information that is linked or reasonably linkable to a consumer and that identifies a consumer's past, present, or future physical or mental health status; consumer health data also includes information that is derived or extrapolated from non-health information, such as algorithms and machine learning.

Additionally, the interpretations of existing federal and state consumer protection laws relating to online collection, use, dissemination, and security of health related and other personal information adopted by the FTC, states Attorneys General, private plaintiffs, and courts have evolved, and may continue to evolve, over time. Consumer protection and certain state data privacy laws like the CCPA and CPRA require us to publish statements that describe how we handle personal information and choices individuals may have about the way we handle or provide access to their personal information. If such information that we publish is considered untrue, we may be subject to government claims of unfair or deceptive trade practices, which could lead to significant liabilities and consequences. Furthermore, according to the FTC, violating consumers' privacy rights or failing to take appropriate steps to keep consumers' personal information secure may constitute unfair acts or practices in or affecting commerce and thus violate Section 5(a) of the Federal Trade Commission Act (the "FTC Act"). It may also violate one or more FTC-enforced rules. The FTC expects a company's data security measures to be reasonable and appropriate in light of the sensitivity and volume of consumer information it holds, the size and complexity of its business, and the cost of available tools to improve security and reduce vulnerabilities. Individually identifiable health information is considered sensitive data that merits stronger safeguards. The FTC's current guidance for appropriately securing consumers' personal information is similar to what is required by the HIPAA security regulations, but this guidance may change in the future, resulting in increased complexity and the need to expend additional resources to ensure we are complying with the FTC Act. For information that is not subject to HIPAA and deemed to be "personal health records," the FTC may also impose penalties for violations of the Health Breach Notification Rule ("HBNR") to the extent we are considered a "personal health record-related entity" or "third-party service provider." The FTC has taken several enforcement actions under HBNR recently and indicated that the FTC will continue to protect consumer privacy through greater use of the agency's enforcement authorities. As a result, our operations may be subject to greater scrutiny by federal and state regulators, partners, and consumers with respect to our collection, use, and disclosure of health information. Additionally, federal and state consumer protection laws are increasingly being applied by FTC and states Attorneys General to regulate the collection, use, storage, and disclosure of personal or personally identifiable information, through websites or otherwise, and to regulate the presentation of website content.

We are also or may become subject to rapidly evolving data protection laws, rules, and regulations in foreign jurisdictions. For example, in Europe, the EU General Data Protection Regulation ("GDPR") imposes strict requirements for processing the personal data of individuals within the European Economic Area ("EEA") or in the context of our activities within the EEA. Companies that must comply with the GDPR face increased compliance obligations and risk, including more robust regulatory enforcement of data protection requirements and potential fines for non-compliance of up to €20 million or 4% of the annual global revenues of the non-compliant company, whichever is greater. In addition to fines, a breach of the GDPR may result in regulatory investigations, reputational damage, orders to cease, changes to our data processing activities, enforcement notices, assessment notices (for a compulsory audit) and/or civil claims (including class actions). The GDPR also confers a private right of action on data subjects and consumer associations to lodge complaints with supervisory authorities, seek judicial remedies, and obtain compensation for damages resulting from violations of the GDPR.

Among other requirements, the GDPR regulates transfers of personal data subject to the GDPR to third countries that have not been found to provide adequate protection to such personal data, including the U.S., and the efficacy and longevity of current transfer mechanisms between the EEA, and the U.S. remains uncertain. Case law from the Court of Justice of the EU ("CJEU") states that reliance on the standard contractual clauses—a standard form of contract approved by the European Commission as an adequate personal data transfer mechanism—alone may not necessarily be sufficient in all circumstances and that transfers must be assessed on a case-by-case basis. On July 10, 2023, the European Commission adopted its Adequacy Decision in relation to the new EU-US Data Privacy Framework ("DPF"), rendering the DPF effective as a GDPR transfer mechanism to U.S. entities self-certified under the DPF. We expect the existing legal complexity and uncertainty regarding international personal data transfers to continue. In particular, we expect the DPF Adequacy Decision to be challenged and international transfers to the U.S. and to other jurisdictions more generally to continue to be subject to enhanced scrutiny by regulators. As a result, we may have to make certain operational changes and we will have to implement revised standard contractual clauses and other relevant documentation for existing data transfers within required time frames. As supervisory authorities issue further guidance on personal data export mechanisms, including circumstances where the SCCs cannot be used, and/or start taking enforcement action, we could suffer additional costs, complaints and/or regulatory investigations or fines, and/or if we are otherwise unable to transfer personal data between and among countries and regions in which we operate, it could affect the manner in which we provide our platform and programs, the geographical location or segregation of our relevant systems and operations, and could adversely affect our financial results.

Since the beginning of 2021, after the end of the transition period following the departure of the UK from the EU, we are also subject to the UK General Data Protection Regulation and Data Protection Act 2018 (collectively, the "UK GDPR"), which imposes separate but similar obligations to those under the GDPR and comparable penalties, including fines of up to £17.5 million or 4% of a non-compliant company's global annual revenue for the preceding financial year, whichever is greater, as well as other potentially divergent enforcement actions for certain violations. On October 12, 2023, the UK Extension to the DPF came into effect (as approved by the UK Government), as a data transfer mechanism from the UK to U.S. entities self-certified under the DPF. As we continue to expand into foreign countries and jurisdictions, we may be subject to additional laws and regulations that may affect how we conduct business.

The GDPR also provides that EEA member states and the UK may make their own further laws and regulations to introduce specific requirements in certain areas, including related to the processing of special categories of personal data, including personal data related to health data. This fact may lead to greater divergence on the law that applies to the processing of personal data across the EEA and UK, compliance with which, as and where applicable, may increase our costs and could increase our overall compliance risk.

Moreover, in Canada, the Personal Information Protection and Electronic Documents Act ("PIPEDA") and various provincial laws require that companies give detailed privacy notices to consumers, obtain consent to use personal information, with limited exceptions, allow individuals to access and correct their personal information, and report certain data breaches. In addition, Canada's Anti-Spam Legislation ("CASL") prohibits email marketing without the recipient's consent, with limited exceptions. Failure to comply with PIPEDA, CASL, or provincial privacy or data protection laws could result in significant fines and penalties or possible damage awards.

Failure or perceived failure to comply with HIPAA, the CCPA, GDPR, the UK GDPR, and other U.S. or foreign privacy or data security-related laws, rules or regulations could result in significant regulatory penalties and fines, affect our compliance with contracts entered into with our partners, collaborators and other third-party payors, and could have an adverse effect on our reputation, business and financial condition.

Further, as a result of regulatory enforcement proceedings and inquiries, there may be settlements, enforcement actions, or related litigation that could include monetary penalties and/or compliance requirements that may impose significant and material costs, require us to make modifications to our data practices and our marketing programs, result in negative publicity, or have a negative impact on consumer demand for our platform and programs, or on our commercial or industry relationships. Any of these events could adversely affect our ability to operate our business, results of operations, and financial condition.

Although we work to comply with applicable laws, regulations, and standards, our contractual obligations, and other legal obligations, these requirements are evolving and may be modified, interpreted, and applied in an inconsistent manner from one jurisdiction to another, and may conflict with one another or other legal obligations with which we must comply. Any failure or perceived failure by us or our employees, representatives, contractors, consultants, collaborators, or other third parties to comply with such requirements or adequately address privacy and security concerns, even if unfounded, could result in additional cost and liability to us, damage our reputation, and adversely affect our business, results of operations, and financial condition.

If we fail to comply with applicable data interoperability and information blocking rules, our business, results of operations, and financial condition could be adversely affected.

The 21st Century Cures Act (the "Cures Act"), which was passed and signed into law in December 2016, includes provisions related to data interoperability, information blocking and patient access. In March 2020, the HHS Office of the National Coordinator for Health Information Technology ("ONC"), and Centers for Medicare & Medicaid Services ("CMS") finalized and issued complementary rules that are intended to clarify provisions of the Cures Act regarding interoperability and information blocking, and include, among other things, requirements surrounding information blocking, changes to ONC's health IT certification program and requirements that CMS regulated payors make relevant claims/care data and provider directory information available through standardized patient access and provider directory application programming interfaces that connect to provider EHR systems. The companion rules transform the way in which healthcare providers, health IT developers, health information exchanges/health information networks ("HIEs/HINs"), and health plans share patient information, and create significant new requirements for healthcare industry participants. For example, the ONC rule, which went into effect on April 5, 2021, prohibits healthcare providers, health IT developers of certified health IT, and HIEs/HINs from engaging in practices that are likely to interfere with, prevent, materially discourage, or otherwise inhibit the access, exchange or use of electronic health information ("EHI"), also known as "information blocking." To further support access and exchange of EHI, the ONC rule identifies eight "reasonable and necessary activities" as exceptions to information blocking activities, as long as specific conditions are met. Any failure to comply with these rules could have a material adverse effect on our business, results of operations and financial condition.

If we fail to comply with our obligations under license or technology agreements with third parties, we may be required to pay damages and we could lose license rights that are critical to our business.

We license certain intellectual property, including technologies and software from third parties, which is important to our business, and in the future, we may enter into additional agreements that provide us with licenses to valuable intellectual property or technology. Disputes may arise between us and our licensors regarding the intellectual property licensed to us under any license agreement, including disputes related to:

- the scope of rights granted under the license agreement and other interpretation-related issues;
- our compliance with reporting, financial, or other obligations under the license agreement;
- the amounts of royalties or other payments due under the license agreement;
- whether and the extent to which we infringe, misappropriate, or otherwise violate intellectual property rights of the licensor that are not subject to the license agreement;
- our right to sublicense applicable rights to third parties;
- our right to transfer or assign the license; and
- the ownership of intellectual property and know-how resulting from the joint creation or use of intellectual property by our licensors and us and our partners.

If we do not prevail in such disputes or if we fail to comply with any of the obligations under our license agreements, we may lose any or all of our rights under such license agreements or be required to pay damages, and the licensor may have the right to terminate the license. Termination by the licensor would cause us to lose valuable rights and could prevent us from selling our platform and programs, or adversely impact our ability to commercialize future platforms and programs. Our business would suffer if any current or future licenses terminate, if the licensors fail to abide by the terms of the license, if the licensors fail to enforce licensed patents against infringing third parties, if the licensed intellectual property is found to be invalid or unenforceable, or if we are unable to enter into necessary licenses on acceptable terms.

In addition, our rights to certain technologies are licensed to us on a non-exclusive basis. The owners of these non-exclusively licensed technologies are therefore free to license them to third parties, including our competitors, on terms that may be superior to those offered to us, which could place us at a competitive disadvantage. In addition, the agreements under which we license intellectual property or technology from third parties are generally complex, and certain provisions in such agreements may be susceptible to multiple interpretations. The resolution of any contract interpretation disagreement that may arise could narrow what we believe to be the scope of our rights to the relevant intellectual property or technology or increase what we believe to be our financial or other obligations under the relevant agreement. Any of the foregoing could harm our competitive position, business, results of operations, and financial condition.

We rely on third-party and open-source software for our platform and programs. Our inability to obtain third-party licenses for such software, or obtain them on favorable terms, or any errors, bugs, defects, or failures caused by such software could adversely affect our business, results of operations, and financial condition.

We use open-source software in connection with our software platform and anticipate using open-source software in the future. The terms of certain open-source licenses to which we are subject have not been interpreted by U.S. or foreign courts, and there is a risk that open-source software licenses could be construed in a manner that imposes unanticipated conditions or restrictions on our platform, including requiring us to disclose or license some or all of our proprietary source code to the public or distribute our software platform that uses particular open-source software at no cost to the user. While we monitor our use of open-source software and try to ensure that none is used in a manner that would require us to disclose or license our proprietary source code or that would otherwise breach the terms of an open-source agreement, there can be no assurance that such efforts will be successful and such a use could inadvertently occur, or could be claimed to have occurred, in part because open-source license terms can be ambiguous.

Additionally, we could face claims from third parties claiming ownership of, or demanding the release of, any open-source software or derivative works that we have developed using such software, which could include proprietary source code, or otherwise seeking to enforce the terms of the applicable open-source license. These claims could result in litigation and could require us to make our software source code freely available, purchase a costly license, or cease offering our platform unless and until we can re-engineer such source code in a manner that avoids infringement. This re-engineering process could require us to expend significant additional research and development resources, and we may not be able to complete the re-engineering process successfully. In addition to risks related to license requirements, use of certain open-source software can lead to greater risks than use of third-party commercial software, as open-source licensors generally do not provide support, warranties, indemnification, or other contractual protection regarding infringement claims or the quality of the code. There is little legal precedent in this area, and any actual or claimed requirement to disclose our proprietary source code or pay damages for breach of contract could harm our business and could help third parties, including our competitors, develop technology that is similar to or superior to ours.

Our platform includes software or other intellectual property licensed from third parties. It may be necessary in the future to renew licenses relating to various aspects of these applications or to seek new licenses for existing or new applications. Necessary licenses may not be available on acceptable terms or under open-source licenses permitting redistribution in commercial offerings, if at all. Our inability to obtain certain licenses or other rights or to obtain such licenses or rights on favorable terms could result in delays in platform and program releases until equivalent technology can be identified, licensed, or developed, if at all, and integrated into our platform and services, which therefore may have a material adverse effect on our business, results of operations, and financial condition. In addition, third parties may allege that additional licenses are required for our use of their software or intellectual property. We may be unable to obtain such licenses on commercially reasonable terms or at all. The inclusion in our platform and programs of software or other intellectual property licensed from third parties on a non-exclusive basis could limit our ability to differentiate our platform and programs from those of our competitors. To the extent that our platform and programs depend upon the successful operation of third-party software, any undetected errors, bugs, defects, or failures in such third-party software could impair the functionality of our platform and programs and delay new feature introductions, which could adversely affect our business, results of operations, and financial condition.

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

Our ability to deliver our digital platform and programs depends on the development and maintenance of the infrastructure of the internet by third parties. This includes maintenance of a reliable network backbone with the necessary speed, data capacity, bandwidth capacity, and security. Our platform and programs are designed to operate without interruption, and in some cases, we provide certain uptime guarantees to our clients and members. However, we have experienced in the past and may experience future interruptions and delays on our website and app and the availability of our platform and programs from time to time. In the event of a catastrophic event with respect to one or more of our systems, we may experience an extended period of system unavailability, which could negatively impact our relationship with clients and members and could result in potential liabilities or claims with respect to any uptime guarantees we have made to clients and members. To operate without interruption, both we and our service providers must guard against:

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

We also rely on software licensed from third parties in order to offer our platform and programs. These licenses are generally commercially available on varying terms. However, it is possible that this software may not continue to be available on commercially reasonable terms, or at all. Any loss of the right to use any of this software could result in delays in the provisioning of our platform and programs until equivalent technology is either developed by us, or, if available, is identified, obtained, and integrated. Furthermore, our use of additional or alternative third-party software would require us to enter into license agreements with third parties, and integration of our software with new third-party software may require significant work and require substantial investment of our time and resources. Also, any undetected errors or defects in third-party software could prevent the deployment or impair the functionality of our software, delay new updates or enhancements to our platform and programs, result in a failure of our platform and programs, and materially adversely affect our reputation and well as our business, results of operations, and financial condition.

Risks Related to Legal and Regulatory Matters

Our business operates in a highly regulated industry and changes over time in regulations, the implementation of existing regulations, or our expansion into new business areas, could affect our operations and subject us to increased compliance costs and liabilities.

Our business is subject to rigorous laws, rules, and regulations in the jurisdictions in which we operate. These laws, rules, and regulations include, without limitation, federal and state laws, and country specific laws, governing health information privacy, scope of practice, licensure, the corporate practice of medicine and physical therapy, fraud and abuse, exclusion and debarment, anti-kickback obligations, false claims, patient referrals, fee splitting, regulation of devices, and other aspects of healthcare delivery. Changes, implementation, and other legal uncertainties related to such laws, rules, and regulations may adversely affect our business, results of operations, and financial condition. The cost of compliance with the ever-changing legal and regulatory environment, including as a result of the expansion of our business through our growth initiatives and strategies, may be significant. Our failure to comply with existing or future laws, rules, and regulations could subject us to fines, civil liability, including tort and product liability, mandatory injunctions that change how we operate, or the cessation of operations. As our business matures and evolves, including through our growth initiatives and strategies, and we expand geographically, we may become subject to new laws and regulations in new jurisdictions. It is difficult to predict how existing laws will be applied to our business, as it exists today and may exist in the future, and the new laws to which we may become subject. Moreover, our risk profile is changing as we offer new programs, services and offerings and expand in business areas beyond our historical businesses, and we may face increased regulatory risks related to our vertical integration strategy, including with respect to the corporate practice of medicine and physical therapy and fraud and abuse. For example, as a result of our expansion to the HingeSelect business, a high-performance provider network for MSK care that we launched in June 2025, we plan to offer new programs and services, which present a different risk profile than the programs and services that we historically have offered and increase our exposure to additional risks. This strategy may also lead to increased regulatory and public scrutiny as a result of consumer protection and quality of care concerns.

In addition to being subject to extensive, complex, and evolving laws and regulations, many of our contracts with clients include detailed requirements. In order to be eligible to offer certain products, we must demonstrate that we have robust systems and processes in place that are designed to maintain compliance with all applicable legal, regulatory and contractual requirements. These systems and processes frequently are reviewed and audited by our clients and regulators. If our systems and processes designed to maintain compliance with applicable legal and contractual requirements, and to prevent and detect instances of, or the potential for, non-compliance fail or are deemed inadequate or we fail to meet or maintain adherence to our contractual obligations regarding these requirements, we may suffer brand and reputational harm and be subject to contractual damages, regulatory actions, litigation, and other proceedings which may result in damages, fines, suspension or loss of licensure, suspension or exclusion from participation in government programs, and/or other penalties, any of which could adversely affect our businesses, results of operations, and financial condition.

We and our affiliated professional entities are subject to federal, state, and foreign healthcare laws and regulations, and a finding of failure to comply with such laws and regulations could have a material adverse effect on our business.

We and our affiliated professional entities (collectively, referred to as Hinge Health Digital P.C.) are subject to healthcare fraud and abuse regulations and enforcement by federal, state, and foreign governments. These laws may constrain the business or financial arrangements and relationships through which we and our affiliated professional entities conduct our operations. In the U.S., the laws that may affect our ability to operate include, but are not limited to:

- the federal Anti-Kickback Statute, which prohibits, among other things, persons and entities from knowingly and willfully soliciting, receiving, offering or paying remuneration, directly or indirectly, in cash or in kind, in exchange for or to induce either the referral of an individual for, or the purchase, lease, order, or recommendation of, any good, facility, item, or service for which payment may be made, in whole or in part, under federal healthcare programs such as Medicare and Medicaid. A person or entity does not need to have actual knowledge of this statute or specific intent to violate it in order to have committed a violation;
- the federal physician self-referral law ("Stark Law"), which, subject to limited exceptions, prohibits physicians from referring Medicare or Medicaid patients to an entity for the provision of certain designated health services ("DHS") if the physician or a member of such physician's immediate family has a direct or indirect financial relationship (including an ownership interest or a compensation arrangement) with the entity, and prohibits the entity from billing Medicare or Medicaid for such DHS;

- federal civil and criminal false claims laws, including the False Claims Act, that prohibit, among other things, knowingly presenting, or causing to be presented, claims for payment or approval to the federal government that are false or fraudulent, knowingly making a false statement material to an obligation to pay or transmit money or property to the federal government or knowingly concealing or knowingly and improperly avoiding or decreasing an obligation to pay or transmit money or property to the federal government. In addition, a claim including items or services resulting from a violation of the federal Anti-Kickback Statute or Stark Law constitutes a false or fraudulent claim for purposes of the federal civil False Claims Act;
- the Civil Monetary Penalties Law, which prohibits, among other things, an individual or entity from offering remuneration to a federal healthcare program beneficiary that the individual or entity knows or should know is likely to influence the beneficiary to order or receive healthcare items or services from a particular provider;
- HIPAA, which created federal criminal laws that prohibit executing a scheme to defraud any federal healthcare benefit program or making false statements relating to healthcare matters submitted for payment. Similar to the federal Anti-Kickback Statute, a person or entity does not need to have actual knowledge of these statutes or specific intent to violate them in order to have committed a violation;
- the federal Physician Payments Sunshine Act, which requires certain manufacturers of drugs, devices, biologics, and medical supplies to report annually to the U.S. Department of Health and Human Services information related to payments and other transfers of value to physicians (defined to include doctors, dentists, optometrists, podiatrists and chiropractors), certain other healthcare professionals (physician assistants, nurse practitioners, clinical nurse specialists, anesthesiologist assistants, certified registered nurse anesthetists, anesthesiology assistants and certified nurse midwives), and teaching hospitals, and ownership and investment interests held by physicians and their immediate family members;
- Section 1128J(d) of the Social Security Act (commonly known as the 60-Day Overpayment Rule) that imposes criminal penalties on healthcare providers who fail to disclose or refund known overpayments;
- the FTC Act and federal and state consumer protection, advertisement, and unfair competition laws, which broadly regulate marketplace activities and activities that potentially harm consumers;
- the Foreign Corrupt Practices Act (the "FCPA"), which prohibits, among other things, U.S. companies and their employees and agents from authorizing, promising, offering, or providing, directly or indirectly, corrupt or improper payments or anything else of value to foreign government officials, employees of public international organizations and foreign government owned or affiliated entities, candidates for foreign political office, and foreign political parties or officials thereof;
- state and foreign law equivalents of each of the above federal laws, such as state anti-kickback and false claims laws that may apply to items or services reimbursed by any third-party payor, including commercial insurers; and
- federal and state laws and regulations that prohibit providers from billing and receiving payment from Medicare and Medicaid for services unless the services are medically necessary, adequately and accurately documented, and billed using codes that accurately reflect the type and level of services rendered.

The scope and enforcement of each of these laws is uncertain and subject to rapid change in the current environment of healthcare reform, especially in areas where there is a lack of applicable precedent and regulation. Federal and state enforcement bodies have increased their scrutiny of interactions between healthcare companies and healthcare providers, which has led to a number of investigations, prosecutions, convictions, and settlements in the healthcare industry. Responding to investigations can be time and resource-consuming and could divert management's attention from our business. Additionally, as a result of these investigations, we may have to agree to additional onerous compliance and reporting requirements as part of a consent decree or corporate integrity agreement. Any such investigation or settlement could increase our costs or otherwise have an adverse effect on our business, results of operations, and financial condition.

It is possible that governmental authorities will conclude that our business practices, including certain revenue-sharing and lead generation agreements with our partners or equity arrangements with our physicians, physical therapists, health coaches, or other licensed healthcare professionals, do not comply with current or future statutes, regulations, agency guidance, or case law involving applicable fraud and abuse or other healthcare laws and regulations. If our or our affiliated professional entities' operations are found to be in violation of any of the laws described above or any other governmental regulations that apply to us or our affiliated professional entities now or in the future, we may be subject to penalties, including civil and criminal penalties, damages, fines, disgorgement, exclusion from governmental health care programs, and the curtailment or restructuring of our operations, any of which could adversely affect our ability to operate our business, results of operations, and financial condition.

Legislative or regulatory healthcare reform measures may make it more difficult and costly to operate our business, or to do so profitably. Accordingly, such legislative or regulatory healthcare reform measures may have a material adverse effect on our business, results of operations, and financial condition.

Federal and state governments in the U.S. and foreign governments have and continue to propose and pass a number of legislative and regulatory initiatives to contain or reduce healthcare costs. For example, the Patient Protection and Affordable Care Act, as amended by the Health Care and Education Reconciliation Act (collectively, "ACA"), made major changes in how healthcare is delivered and reimbursed, including comparative effectiveness research initiatives and payment system reforms such shared savings pilots and other provisions.

In addition, other legislative changes have been proposed and adopted in the U.S. since the ACA was enacted. These changes included an aggregate reduction in Medicare payments to providers, which went into effect on April 1, 2013 and will remain in effect through 2032, unless additional congressional action is taken. In addition, on January 2, 2013, the American Taxpayer Relief Act of 2012, was signed into law and, among other things, further reduced Medicare payments to certain providers, including hospitals. The Medicare Access and CHIP Reauthorization Act of 2015, enacted on April 16, 2015 ("MACRA"), repealed the formula by which Medicare made annual payment adjustments to physicians and replaced the former formula with fixed annual updates and a new system of incentive payments that began in 2019 that are based on various performance measures and physicians' participation in alternative payment models such as accountable care organizations. Certain of these provisions are still being implemented, and the full impact of these changes on us cannot be determined at this time.

An individual covered by a HDHP is generally ineligible to make HSA contributions if they receive coverage from a plan before the deductible requirement is satisfied in a given year. However, between 2020 and 2024, Section 3701 of the CARES Act, enacted in response to the COVID-19 pandemic on March 27, 2020, and its subsequent extensions, permitted plan sponsors to provide telehealth services to HDHP participants before the participant satisfied the deductible. This provision was made permanent, effective January 1, 2025, by Section 71306 of the One Big Beautiful Bill Act, although it is possible that the IRS may issue guidance limiting the scope of this exemption. Nonetheless, Section 223(c)(2)(A) of the Code provides a different safe harbor that allows HDHP participants to use certain employee assistance programs, disease management, and wellness programs before they meet their HDHP deductible so long as these services do not offer significant benefits in the nature of medical care or treatment. Without an applicable exemption or safe harbor for first-dollar coverage for telehealth services, patients with high deductible health plans would not be able to make HSA contributions, meaning they may have higher out-of-pocket costs for using our platform. As a result, certain health plans may elect to cease being clients rather than relying on telehealth safe harbor or the safe harbor in Section 223(c)(2)(A) of the Code.

We expect that additional state and federal healthcare reform measures will be adopted in the future, any of which could limit the amounts that federal and state governments and other third-party payers will pay for healthcare products and services and could limit or make it more difficult to operate our business or expand into government agencies and government healthcare programs, such as Medicare and Medicaid, which could materially adversely affect our business, results of operations, and financial condition. Certain of these laws and regulations are subject to "facts and circumstances" review, and the considerations for such review may vary based on the reviewer or the administration.

We are dependent on our relationships with our affiliated professional entities, which we do not own, to provide some of the healthcare services we offer to our members, and our business would be harmed if those relationships were disrupted or if our arrangements with our affiliated professional entities become subject to legal challenges.

Our contractual relationships with Hinge Health Digital P.C., our affiliated professional entities may implicate certain state laws that generally prohibit the practice of medicine or other licensed professions, including physical therapy, by lay persons or entities and are intended to prevent unlicensed persons or entities from interfering with or inappropriately influencing providers' professional judgment (such activities generally referred to as the corporate practice of medicine) or engaging in certain practices such as fee splitting with such licensed professionals. These prohibitions exist in some form, by statute, regulation, board of medicine or physical therapy, or attorney general guidance, or case law, in certain of the states in which we operate. The interpretation and enforcement of these laws vary significantly from state to state, and in certain states, such as Oregon, California, Massachusetts and New York, existing regulations are being introduced, amended and/or new statutes are being enacted to further restrict the corporate practice of medicine, in particular where the regulators perceive increasingly undue control or restriction over the practice of medicine arising from relationships with lay entities, such as private equity groups and hedge funds. There can be no assurance that these laws will be interpreted in a manner consistent with our practices or that other laws or regulations will not be enacted in the future that could have a material and adverse effect on our business, results of operations, and financial condition. Regulatory authorities, state boards of medicine, state attorneys general, and other parties may assert that, despite the agreements through which we operate, we are engaged in the provision of medical services or that our arrangements with our affiliated professional entities constitute unlawful fee splitting. If a jurisdiction's prohibition on the corporate practice of medicine or fee splitting is interpreted in a manner that is inconsistent with our practices, we would be required to restructure or terminate our arrangements with our affiliated professional entities to bring our activities into compliance with such laws. A determination of noncompliance, or the termination of or failure to successfully restructure these relationships, could result in disciplinary action, penalties, damages, fines, or a loss of revenue, any of which could have a material and adverse effect on our business, results of operations, and financial condition. State corporate practice and fee splitting prohibitions also often impose penalties on healthcare professionals for aiding in the improper rendering of professional services, which could discourage physicians and other healthcare professionals from providing clinical services to members of the health plans with whom we contract.

In order to comply with the corporate practice of medicine doctrine in states in which we operate, we have entered into an MSA with each of our affiliated professional entities. Under the MSAs, we provide various administrative and non-clinical operations support services in exchange for scheduled fees for our services. As a result, our ability to receive cash fees from our affiliated professional entities generally may be limited to the fair market value of the services provided under the MSAs. To the extent our ability to receive cash fees from our affiliated professional entities may be limited in certain states in which we operate, our ability to use that cash for growth, debt service, or other uses may be impaired and, as a result, our results of operations and financial condition may be adversely affected. In addition, while the MSAs prohibit us from controlling, influencing, or otherwise interfering with the professional practice of any affiliated professional entity and provide that the licensed professionals retain exclusive control and responsibility for all aspects of the professional practice and the delivery of medical or other licensed healthcare services, there can be no assurance that our contractual arrangements and activities with our affiliated professional entities will be free from scrutiny from regulatory authorities, and we cannot guarantee that new regulations and/or subsequent interpretation of the corporate practice of medicine and fee splitting laws will not circumscribe our business operations. If a successful legal challenge or an adverse change in relevant laws were to occur, and we were unable to adapt our business model accordingly, our operations in affected jurisdictions would be disrupted, which could harm our business, results of operations, and financial condition.

While we expect that our relationships with our affiliated professional entities will continue, a material change in our relationship with these entities, whether resulting from a dispute among the entities, a challenge from a governmental regulator, a change in government regulation or new statutes, or the loss of these relationships or contracts, could impair our ability to provide certain services to our members and could harm our business. For example, the succession arrangements in place with the owners of the professional entities include provisions to help ensure an orderly succession of the owner or owners of such professional entities upon the occurrence of certain events. Such succession arrangements may be challenged, which may then impact our relationship with the affiliated professional entities and harm our business, results of operations and financial condition. The MSAs and succession arrangements, including any stock transfer restriction agreements, could also subject us to additional scrutiny by federal and state regulatory bodies regarding federal and state fraud and abuse laws. Any scrutiny, investigation, or litigation with regard to these agreements or arrangements, and any resulting penalties, including monetary fines and restrictions on or agreements or arrangements, and any resulting penalties, including monetary fines and restrictions on or mandated changes to our current business and operating arrangements, could materially adversely affect our business, results of operations, and financial condition.

Our business could be adversely affected by legal challenges to our ability to offer our platform and full range of programs in certain jurisdictions.

The ability to offer our platform and full range of programs in a particular state is directly dependent upon the applicable laws governing remote healthcare, the practice of medicine or other licensed professions, including physical therapy, and healthcare delivery in general in such location, which are subject to changing political, regulatory, and other influences. These laws and their interpretations vary from state to state and are enforced by state courts and regulatory authorities, each with broad discretion, and are subject to change and to evolving interpretations by state boards of medicine and physical therapy and state attorneys general, among others. With respect to remote healthcare services, in the past, state medical and physical therapy boards implemented new rules or interpreted existing rules in a manner that has limited or restricted our affiliated professional entities' ability to conduct their business as it has been conducted in the past, such as laws that require a provider to be licensed or physically located in the same state where the patient is located. For example, certain of the jurisdictions in which we operate, including Oregon, California, New York, Virginia, and Massachusetts, among others, are not members of the Interstate Medical Licensure Compact, which streamlines the process by which physicians licensed in one state are able to practice in other participating states. However, during the COVID-19 pandemic, many states enacted waivers and adopted other temporary measures that lifted certain restrictions on out-of-state providers and waived certain license requirements to allow greater access to telehealth services during the public health emergency period. Many of these waivers and temporary measures with respect to licensure have expired since the end of the public health emergency and those that have not yet expired may not be reapproved. Accordingly, we must continuously monitor our compliance with laws in every jurisdiction in which we operate and a failure to monitor compliance may have a negative impact on our business. We cannot provide any assurance that our platform and programs, if challenged, will be found to be in compliance with applicable law.

Additionally, it is possible that the laws and rules governing the practice of medicine and the practice of physical therapy, including telehealth, in one or more jurisdictions in which we operate may change in a manner deleterious to us and our business. For example, in April 2021, West Virginia adopted an amendment to the West Virginia Administrative Code that, among other things, provided that physical therapy via telehealth may be used to establish a new patient relationship only if the physical therapist is physically available to perform an in-person hands-on examination or re-examination throughout the course of the patient's care. We continue to assess and address the impact of this amendment on our business in order to continue to be able to offer our platform and programs in West Virginia.

Furthermore, in August 2024, Illinois passed an amendment to the Illinois Physical Therapy Act, that limited physical therapists' ability to provide physical therapy via telehealth to patients in Illinois, which amendment became effective in January 2025. The amendment required, among other things, that initial physical therapy evaluations without a referral or established diagnosis be performed in person and could not be performed via telehealth unless necessary to address a documented hardship, including geographical, physical, or weather-related conditions. Further, the amendment stated that the use of telehealth as a primary means of delivering physical therapy must be an exception and documentation must support the clinical justification. The amendment also required that a physical therapist providing remote care must have the capacity to provide in-person care within Illinois. The Illinois Physical Therapy Act was again amended in August 2025 to remove the above requirements, and we continue to assess its potential impact on our revenue. It is possible that other states may pass similar legislation in the future. We cannot predict the timing or impact of such legislation, however, it could have a material impact on our business, results of operations and financial condition.

Increased regulation and legislative review of remote health care practices could further increase our costs of doing business. Authorities may not agree with our interpretation of existing or future legislation and regulation, which may require us to incur additional costs. Further states may require that members receiving physical therapy have the right to request and receive in-person care, as is the case in West Virginia, and, if so, we will need to offer in-person care options to members in those states, which could increase the cost of offering our platform and programs. If other states were to pass similar measures, it could make it difficult and more expensive to operate our business in general or to operate our business in those states, which could materially adversely affect our business, results of operations and financial condition.

If a successful legal challenge or an adverse change in the relevant laws were to occur, and we were unable to adapt our business model accordingly, our operations as well as the operations of our affiliated professional entities in the affected jurisdictions could be disrupted, which could have a material adverse effect on our business, results of operations, and financial condition. Failure to comply with these laws could also result in professional discipline for the affiliated professional entities' providers or civil or criminal penalties.

Government laws and regulation of the internet is evolving, and unfavorable changes or failure by us to comply with these laws and regulations could substantially harm our business, results of operations, and financial condition.

We are subject to general business regulations and laws specifically governing the internet. Furthermore, the regulatory landscape impacting this area is constantly evolving. Existing and future regulations and laws could impede the growth of the internet or other online services. These regulations and laws may involve taxation, tariffs, privacy and data security, anti-spam, data protection, content, copyrights, distribution, electronic contracts, electronic communications, money laundering, electronic payments, and consumer protection. It is not clear how existing laws and regulations governing issues such as property ownership, sales, and other taxes, libel, and personal privacy apply to the internet as the vast majority of these laws and regulations were adopted prior to the advent of the internet and do not contemplate or address the unique issues raised by the internet. It is possible that general business regulations and laws, or those specifically governing the internet may be interpreted and applied in a manner that is inconsistent from one jurisdiction to another and may conflict with other rules or our practices.

We cannot assure you that our practices have complied, comply, or will in the future comply with all such laws and regulations. Any failure, or perceived failure, by us to comply with any of these laws or regulations could result in damage to our reputation, a loss in business, and proceedings or actions against us by governmental entities or others. For example, recent automatic renewal laws, which require companies to adhere to enhanced disclosure requirements when entering into automatically renewing contracts with consumers, resulted in class action lawsuits against companies that offer online products and services on a subscription or recurring basis. These and similar proceedings or actions could hurt our reputation, force us to spend significant resources in defense of these proceedings, distract our management, increase our costs of doing business, cause members to decrease their use of our platform and programs, and may result in the imposition of monetary liability. We may also be contractually required to indemnify and hold harmless third parties from the costs or consequences of non-compliance with any such laws or regulations. Adverse legal or regulatory developments could substantially harm our business, results of operations, and financial condition.

Changes or developments in the health insurance markets in the U.S., including passage and implementation of a law to create a single-payer or government-run health insurance program, could adversely harm our business, results of operations, and financial condition.

In the U.S., our business operates within the public and private sectors of the U.S. health insurance system, which are evolving quickly and subject to a changing regulatory environment, and our future financial performance will depend, in part, on growth in the market for private health insurance, as our platform and programs are integrated with health insurance plans offered by our clients, as well as our ability to adapt to regulatory developments. Changes and developments in the health insurance system in the U.S. could reduce demand for our platform and programs and harm our business. For example, there has been an ongoing national debate relating to the health insurance system in the U.S. Certain elected officials have introduced proposals that would create a new single-payer national health insurance program for all U.S. residents, replacing virtually all other sources of public and private insurance, to more incremental approaches, or creating a new public health insurance option that would compete with private insurers. Additionally, proposals to establish a single-payer or government-run healthcare system at the state level are regularly introduced, such as in New York and California. At the federal level, the president and Congress may consider other legislation or executive orders, including changes to the elements of the ACA. Areas of focus include policies or practices that may reduce affordability of coverage, present unnecessary barriers to coverage, or undermine protections for people with preexisting conditions. We continue to evaluate the effect that the ACA and its possible modification, repeal, and replacement has on our business. We cannot predict the timing or impact of any future rulemaking, court decisions or other changes in the law.

In the event that laws, regulations or rules that eliminate or reduce private sources of health insurance or require such benefits to be taxable are adopted, the subsequent impact on the insurance carriers or self-insured plans may in turn adversely impact our ability to accurately forecast future results and harm our business, results of operations, and financial condition.

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

Our business entails the risk of medical liability claims against both us and our affiliated professional entities. Although our affiliated professional entities carry insurance covering medical malpractice claims, successful medical liability claims could result in substantial damage awards that exceed the limits of the insurance coverage of our affiliated professional entities. In addition, professional liability insurance is expensive and insurance premiums may increase significantly in the future, particularly as we expand our platform and programs. As a result, adequate professional liability insurance may not be available in the future at acceptable costs or at all.

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

We are subject to regular and special audit requirements, as well as inquiries or investigations by governmental agencies or regulators from time to time that could have a material adverse effect on our business, results of operations, and financial condition.

Our platform and programs may be subject to regular or special audit requirements and inquiries and investigations by governmental agencies or regulators. In particular, HingeSelect may be subject to inquiries and investigations by state insurance regulators regarding aspects of our business and/or the business of our insurance company partners. Such inquiries or investigations could consume significant management time and result in regulatory sanctions, fines or other actions as well as significant legal fees, which could have a material adverse impact on our business, results of operations and liquidity. Also, we face additional regulatory scrutiny as we expand our businesses geographically and as we increase the scope of new products and services that we offer.

Additionally, HingeSelect is subject to regular and special governmental audits, that could result in changes to our business practices, and also could result in significant or material premium refunds, fines, penalties, civil liabilities, criminal liabilities or other sanctions, including suspension or exclusion from participation in government programs and suspension or loss of licensure.

We are unable to predict the outcome of such inquiries, investigations or audits. Any proposed changes that result from these investigations, inquiries and audits, or any other investigations, inquiries or regulatory developments, or any potential fines or enforcement action, could materially adversely affect our business, results of operations, and financial condition.

Our compliance systems and controls cannot guarantee that we comply fully with all applicable laws and regulations related to HingeSelect, and actions by regulatory authorities or changes in applicable laws and regulations in the jurisdictions in which we operate could have a material adverse effect on our business, results of operations, and financial condition.

HingeSelect's activities are subject to extensive regulation under the laws of those states in which it is duly licensed and those states in which it is not presently licensed. In addition, HingeSelect does not exercise management control over its counterparties, some of which are highly regulated themselves. The laws and regulations applicable to HingeSelect's business are complex, continually evolving, can be inconsistent or conflict with one another, and may increase the costs of regulatory compliance, limit or restrict the programs or services we provide, or subject our business to the possibility of regulatory actions or proceedings. In general, these laws and regulations are designed to benefit and protect clients, members, and providers rather than us or our investors. In addition, the governmental authorities that regulate our businesses have broad latitude to make, interpret, and enforce the laws and regulations that govern HingeSelect. We also must follow various restrictions on certain of our business put in place by certain state regulators. Insurance regulatory authorities have the ability to interpret and amend these laws and regulations and impose penalties for non-compliance, including sanctions, civil remedies, monetary fines, injunctions, revocation of licenses or approvals, suspension of individuals, limitations on business activities, or redress to clients. Any failure of compliance with these laws and regulations, as well as any changes to such laws and regulations or actions by regulatory authorities, could have a material adverse effect on our business, results of operations, and financial condition.

We cannot assure that the compliance program, systems and controls in place for HingeSelect will prevent any violations of any applicable laws and regulations. While we strive to remain fully compliant with applicable laws and regulations, we cannot guarantee that we will fully comply at all times with all laws and regulations.

As is typical for third-party administrators, we maintain insurance to cover compliance failures and/or failures to properly execute HingeSelect's obligations. However, not all potential liabilities may not be covered by insurance, insurers may dispute coverage, and the amount of our insurance may not be enough to cover the damages awarded or costs incurred in litigation. In addition, some types of damages, like punitive damages, may not be covered by insurance, and in some jurisdictions the coverage of punitive damages is prohibited. Insurance coverage for all or some forms of liability also may become unavailable or prohibitively expensive in the future.

We have been, and may in the future be, subject to legal proceedings in the ordinary course of our business. If the outcomes of these proceedings are adverse to us, it could have a material adverse effect on our business, results of operations, and financial condition.

We have been, and may in the future be, subject to various litigation matters from time to time, the outcome of which could have a material adverse effect on our business, results of operations, and financial condition. Claims arising out of actual or alleged violations of law could be asserted against us by individuals, either individually or through class actions, by governmental entities in civil or criminal investigations and proceedings, or by other entities. These claims could be asserted under a variety of laws, including but not limited to consumer finance laws, consumer protection laws, healthcare regulatory laws, healthcare privacy laws, tort laws, environmental laws, intellectual property laws, privacy laws, labor and employment laws, securities laws, insurance laws, and employee benefit laws. We may also become subject to allegations of discrimination or other similar misconduct, which, regardless of the ultimate outcome, may result in adverse publicity that could harm our brand, reputation, and operations. Claims may also arise out of actual or alleged breaches of contract or other actual or alleged acts or omissions by or on behalf of us. The scope, determination, and impact of claims, lawsuits, government and regulatory investigations, enforcement actions, disputes, and proceedings to which we are subject cannot be predicted with certainty, and may result in:

- substantial payments to satisfy judgments, fines, or penalties;
- substantial outside counsel legal fees and costs;
- additional compliance and licensure requirements;
- loss or non-renewal of existing licenses or authorizations, or prohibition from or delays in obtaining additional licenses or authorizations, required for our business;
- loss of productivity and high demands on employee time;
- criminal sanctions or consent decrees;
- termination of certain employees, including members of our executive management team;
- barring of certain employees from participating in our business in whole or in part;
- orders that restrict our business or prevent us from offering our platform or certain programs;
- changes to our business model and practices; and
- damage to our reputation and brand.

The number and significance of these potential claims and disputes may increase as our business expands. Any claim against us, regardless of its merit, could be costly, divert management's attention and operational resources, and harm our reputation and brand. As litigation is inherently unpredictable, we cannot assure you that any potential claims or disputes will not have a material adverse effect on our business, results of operations, and financial condition. Even if we are successful in defending against legal claims, litigation could result in substantial costs and demands on management's attention and operational resources.

We are subject to anti-corruption, anti-bribery, anti-money laundering, financial and economic sanctions, and similar laws and regulations, and non-compliance with such laws and regulations can subject us to administrative, civil and criminal fines and penalties, collateral consequences, remedial measures, and legal expenses, all of which could materially adversely affect our business, results of operations, and financial condition.

We are subject to anti-corruption, anti-bribery, anti-money laundering, financial and economic sanctions, and similar laws and regulations in various jurisdictions in which we currently or may in the future conduct activities, including the FCPA, the UK Bribery Act, and other anti-corruption laws and regulations. The FCPA and the UK Bribery Act prohibit us and our officers, directors, employees, and business partners acting on our behalf, including agents, from corruptly offering, promising, authorizing, or providing anything of value to a "foreign official" for the purposes of influencing official decisions or obtaining or retaining business or otherwise obtaining favorable treatment. The FCPA also requires companies to make and keep books, records, and accounts that accurately reflect transactions and dispositions of assets and to maintain a system of adequate internal accounting controls. The UK Bribery Act also prohibits non-governmental "commercial" bribery and soliciting or accepting bribes. A violation of these laws or regulations could adversely affect our business, results of operations, financial condition, and reputation. Our policies and procedures may not be sufficient to ensure compliance with these regulations and our directors, officers, employees, representatives, consultants, agents, and business partners could engage in improper conduct for which we may be held responsible, even if we do not explicitly authorize or have actual knowledge of such activities.

We are also subject to certain economic and trade sanctions programs that are administered by the U.S. Department of the Treasury's Office of Foreign Assets Control ("OFAC"), and which prohibit or restrict transactions to or from or dealings with certain countries that are subject to comprehensive sanctions, their governments, and in certain circumstances, their nationals, and with individuals and entities that are named on OFAC's list of specially designated nationals.

Non-compliance with anti-corruption, anti-bribery, anti-money laundering, or financial and economic sanctions laws could subject us to whistleblower complaints, adverse media coverage, investigations, and severe administrative, civil and criminal sanctions, collateral consequences, remedial measures, and legal expenses, all of which could materially adversely affect our business, results of operations, and financial condition. In addition, changes in economic sanctions laws in the future could materially adversely impact our business and the trading price of our Class A common stock.

Risks Related to Medical Device Compliance and Regulations

Our Enso device is subject to extensive government regulation. We may not receive, or may be delayed in receiving, the necessary marketing authorizations or certifications for modifications to our Enso device or any device products (including new device products) we may offer, and failure to timely obtain necessary marketing authorizations or certifications for any medical devices we may offer could have a material adverse effect on our business, results of operations, and financial condition.

In the U.S., before we can market a new medical device, or a new use of, or other significant modification to an existing, marketed medical device, such as our Enso device, we must first receive either clearance under Section 510(k) of the Federal Food, Drug, and Cosmetic Act ("FDCA"), approval of a premarket approval application ("PMA"), or grant of a *de novo* classification request from the FDA, unless an exemption applies. For example, we have obtained 510(k) clearance of our Enso device for the symptomatic relief and management of chronic intractable pain, and for temporary relief of pain associated with sore and aching muscles in the shoulder, waist, back, neck, upper extremities (arm) and lower extremities (leg) due to strain from exercise or normal household work activities.

In the 510(k) clearance process, before a device may be marketed, the FDA must determine that a proposed device is "substantially equivalent" to a legally-marketed "predicate" device, which includes a device that has been previously cleared through the 510(k) process, a device that was legally marketed prior to May 28, 1976 (pre-amendments device), a device that was originally on the U.S. market pursuant to an approved PMA and later down-classified, or a 510(k)-exempt device. To be "substantially equivalent," the proposed device must have the same intended use as the predicate device, and either have the same technological characteristics as the predicate device or have different technological characteristics and not raise different questions of safety or effectiveness than the predicate device. Clinical data are sometimes required to support substantial equivalence. In the process of obtaining PMA approval, the FDA must determine that a proposed device is safe and effective for its intended use based, in part, on extensive data, including, but not limited to, technical, pre-clinical, clinical trial, manufacturing, and labeling data. The PMA process is typically required for devices that are deemed to pose the greatest risk, such as life-sustaining, life-supporting, or implantable devices. In the *de novo* classification process, a manufacturer whose novel device under the FDCA would otherwise be automatically classified as Class III and require the submission and approval of a PMA prior to marketing is able to request down-classification of the device to Class I or Class II on the basis that the device presents a low or moderate risk. If the FDA grants the *de novo* classification request, the applicant will receive authorization to market the device. This device type may be used subsequently as a predicate device for future 510(k) submissions. We have not sought or obtained PMA approval or *de novo* classification for any products to date.

The PMA approval, 510(k) clearance, and *de novo* classification processes can be expensive, lengthy, and uncertain. In addition, a PMA generally requires the performance of one or more clinical trials. Clinical data may also be required in connection with an application for 510(k) clearance or a *de novo* request. Despite the time, effort, and cost, a device may not obtain marketing authorization by the FDA. Any delay or failure to obtain necessary regulatory marketing authorizations could harm our business. Furthermore, even if we are granted such marketing authorizations, they may include significant limitations on the indicated uses for the device, which may limit the potential commercial market for the device.

We have obtained 510(k) clearance for our Enso device, and we expect we will pursue similar regulatory pathways in the U.S. with respect to potential modifications of our Enso device, where required, as well any future device products, including any applications we may develop that otherwise meet the FDA's definition of a medical device. However, if the FDA requires us to pursue alternate pathways, or otherwise go through a lengthier, more rigorous premarket review for our products than we had expected, our product introductions or modifications could be delayed or prevented, which would have a material impact on our business, results of operations and financial condition.

In the U.S., any modification to a product candidate for which we receive marketing authorization may require us to submit a new 510(k) premarket notification and obtain clearance, to submit a PMA and obtain FDA approval, or to submit a *de novo* request prior to implementing the change. For example, any modification to a 510(k)-cleared device that could significantly affect its safety or effectiveness, or that would constitute a major change in its intended use, design, or manufacture, generally requires a new 510(k) clearance or other marketing authorization. The FDA requires every manufacturer to make such determinations in the first instance, but the FDA may review any manufacturer's decision. The FDA may not agree with a manufacturer's decisions regarding whether new clearances or approvals are necessary. We have in the past made modifications to our 510(k)-cleared product that we believe did not require a new 510(k) clearance, and we may do so in the future. If the FDA disagrees with our determinations and requires us to seek new marketing authorizations for any implemented product modifications, we may be required to cease marketing or to recall the modified product until we obtain such marketing authorization, and we may be subject to significant regulatory fines or penalties.

The FDA, and if we decide to offer our Enso device or any future device products internationally, applicable foreign regulatory authorities or notified bodies, can delay, limit, or deny marketing authorization or certification of a device for many reasons, including:

- our inability to demonstrate to the satisfaction of the FDA, or applicable foreign regulatory authorities or notified bodies that our device products are substantially equivalent to a predicate device or are safe and effective for their intended uses;
- the disagreement of the FDA, or applicable foreign regulatory authorities or notified bodies that our available data support the intended uses of our device products;
- serious and unexpected adverse device effects experienced by clinical study participants or device users;
- the data from preclinical studies and clinical studies may be insufficient to support clearance, *de novo* classification, approval, or certification, where required;
- our inability to demonstrate that the clinical and other benefits of the device outweigh the risks;

- the manufacturing process or facilities we use may not meet applicable requirements; and
- the potential for marketing authorization or certification policies or regulations of the FDA or applicable foreign regulatory authorities to change significantly in a manner rendering our data or regulatory filings insufficient for continued marketing authorization or certification.

The FDA may modify its enforcement policies with respect to medical software products, and our programs may become subject to extensive regulatory requirements, which may increase the cost of conducting, or otherwise harm, our business.

We develop and offer certain digital applications to our members. The FDA may regulate medical or health-related software, including machine learning functionality and predictive algorithms, if such software falls within the definition of a "medical device" under the FDCA. However, historically, the FDA has exercised enforcement discretion for certain low-risk software functions and has issued several guidance documents outlining its approach to the regulation of software as a medical device. In addition, the Cures Act amended the FDCA to exclude from the definition of "medical device" certain medical-related software, including software used for administrative support functions at a healthcare facility, software intended for maintaining or encouraging a healthy lifestyle, software designed to store EHRs, software for transferring, storing, or displaying medical device data or in vitro diagnostic data, and certain clinical decision support software. Accordingly, we believe some of our currently marketed software, including our Hinge Health application, AI-powered motion tracking technology, and related algorithms are not currently regulated by the FDA as medical devices, or that such products are otherwise subject to FDA's current enforcement discretion policies applicable to software products.

However, there is a risk that the FDA could disagree with our determinations, or that the FDA could alter its enforcement discretion policies, and in each case, subject our digital applications to more stringent medical device regulations. Similar risks may exist in foreign jurisdictions.

In certain international jurisdictions where we offer our global program, our global program is considered a medical device and is therefore subject to various requirements enforced by foreign regulatory authorities or notified bodies. Similar classifications and requirements may apply in additional international jurisdictions where we may offer our global program in the future. In addition, if the FDA determines that any of our current or future platform and programs, including the functions available within our Hinge Health application, constitute medical devices and are not otherwise subject to enforcement discretion, such platform and programs would become subject to various requirements under the FDCA and the FDA's implementing regulations. As such, we may be required to cease marketing or to recall the affected platform and programs until we obtain the requisite clearances, approvals or certifications and may otherwise be subject to enforcement action, which would entail significant cost and could harm our reputation, business, results of operations, and financial condition. The process of seeking clearance, approval or certification can be expensive and time-consuming, and there is no guarantee that we would be successful in obtaining any necessary clearance, approval or certification. On April 22, 2025, we received a letter from the FDA requesting information from us regarding the marketing of our proprietary AI-powered motion tracking technology, TrueMotion, and the basis for our determination that we are not required to obtain FDA clearance or approval for it and that no prescription is required for its use. We have responded to these questions in a manner we believe will be acceptable to the FDA, although there can be no assurance the FDA will agree with our analysis.

Failure to comply with regulatory requirements for medical devices could subject us to enforcement actions, including substantial penalties, and might require us to recall or withdraw a product from the market.

Because we have obtained 510(k) clearance for our Enso device in the U.S., we are subject to ongoing and pervasive regulatory requirements governing, among other things, the manufacture, marketing, advertising, medical device reporting, sale, promotion, import, export, registration, and listing of devices. For example, we must submit periodic reports to the FDA as a condition of 510(k) clearance for our Enso device. These reports include information about failures and certain adverse events associated with the device after its clearance. Failure to submit such reports, or failure to submit the reports in a timely manner, could result in enforcement action by the FDA. Following its review of the periodic reports, the FDA might ask for additional information or initiate further investigation. In addition, any marketing authorizations we are granted are limited to the cleared or approved indications for use. Further, the manufacturing facilities for a product are subject to periodic review and inspection. Subsequent discovery of problems with a product, manufacturer, or manufacturing facility may result in restrictions on the product, manufacturer, or manufacturing facility, including withdrawal of the product from the market or other enforcement actions. In addition, we distribute the Perifit pelvic trainer device, which is manufactured by a third-party supplier. We are subject to certain regulatory requirements as a distributor of this device and a failure to comply with these requirements could have a material impact on our business, results of operations and financial condition.

Regulatory changes could result in restrictions on our ability to continue or expand our operations, higher than anticipated costs, or lower than anticipated sales. Even after we have obtained the proper regulatory clearance to market a device, we have ongoing responsibilities under FDA regulations and applicable foreign laws and regulations with respect to our medical device products. References to "our medical device products" include, in the U.S., our Enso device and any additional medical devices we may develop, and internationally, our global program and any new or newly offered medical device. The FDA, state, and foreign regulatory authorities have broad enforcement powers. Our failure to comply with applicable regulatory requirements could result in enforcement action by the FDA, state, or foreign regulatory authorities, which may include any of the following sanctions:

- untitled letters or warning letters;
- fines, injunctions, consent decrees, and civil penalties;
- recalls, termination of distribution, administrative detention, or seizure of our device products;
- client notifications or repair, replacement, or refunds;
- operating restrictions or partial suspension or total shutdown of production;
- delays in or refusal to grant our requests for future clearances or approvals or foreign marketing authorizations or certifications of new products, new intended uses, or modifications to existing products;
- withdrawals or suspensions of our current 510(k) clearances, resulting in prohibitions on sales of our device products;
- FDA refusal to issue certificates to foreign governments needed to export products for sale in other countries; and
- criminal prosecution.

Any of these sanctions could result in higher than anticipated costs or lower than anticipated sales and have a material adverse effect on our reputation, business, results of operations, and financial condition. In addition, the FDA, foreign regulatory authorities or notified bodies may change their marketing authorization or certification policies, adopt additional regulations or revise existing regulations, or take other actions, which may prevent or delay marketing authorization or certification of any product candidate under development or impact our ability to modify any device products authorized or certified for market on a timely basis. Such changes may also occur in foreign jurisdictions where we may market device products in the future. Such policy or regulatory changes could impose additional requirements upon us that could delay our ability to obtain marketing authorizations or certifications, increase the costs of compliance, or restrict our ability to maintain any marketing authorizations we have obtained. See the risk factor titled "—Legislative or regulatory reforms in the U.S. and in foreign countries may make it more difficult and costly for us to obtain marketing authorizations for any medical devices or to manufacture, market or distribute any medical devices after such authorizations have been obtained."

Our medical device products must be manufactured in accordance with applicable laws and regulations. We could be forced to recall our device or terminate production if we fail to comply with these regulations, and such recall or termination or other factors could affect our ability to provide our Enso device to members.

We and our third-party suppliers and manufacturers are required to comply with the FDA's current Good Manufacturing Practice requirements for medical devices, known as the Quality System Regulation ("QSR"), which covers among other things, the procedures, methods and documentation for the design, testing, production, controls, quality assurance, handling labeling, packaging, sterilization, storage, and shipping of medical devices, such as the Enso and Perifit devices that we provide to certain members in connection with our platform and programs. We are required to verify that our suppliers maintain facilities, procedures, and operations that comply with our quality standards and applicable regulatory requirements. The FDA enforces the QSR through periodic announced or unannounced inspections of medical device manufacturing facilities, which may include the facilities of third-party suppliers and subcontractors. Our device products remain subject to similar state regulations and various laws and regulations of foreign countries governing manufacturing.

We or any third-party manufacturers or suppliers may not take the necessary steps to comply with applicable regulations, which could cause delays in the delivery of our device products. In addition, failure to comply with applicable FDA requirements or later discovery of previously unknown problems with our device products or manufacturing processes could result in, among other things: warning letters or untitled letters; fines, injunctions or civil penalties; suspension or withdrawal of approvals; seizures or recalls of our device products; total or partial suspension of production or distribution; administrative or judicially imposed sanctions; the FDA's refusal to grant pending or future clearances or approvals for our device products; clinical holds; refusal to permit the import or export of our device products; and criminal prosecution of us, our suppliers, or our employees. We rely on and expect to continue to rely on a small number of third-party suppliers and manufacturers to supply our inventory, and any disruption to their services could disrupt our ability to supply quality Enso devices and other peripheral products to our members, which could adversely affect our business, results of operations, and financial condition. Increases in demand could strain our suppliers' and manufacturers' capacity, impacting timely delivery and compliance with quality standards.

Any of these actions could significantly and negatively affect supply of our products and platform. If any of these events occurs, our reputation could be harmed, we could be exposed to product liability claims and we could lose clients, members, and contracted lives and experience reduced sales and increased costs.

Our medical device products may cause or contribute to adverse events or be subject to failures or malfunctions that we may be required to report to the FDA, and if we fail to do so, we may be subject to sanctions that could harm our reputation, business, results of operations, and financial condition. The discovery of serious safety issues with our medical device products, or a recall of our medical device products, either voluntarily or at the direction of the FDA or another governmental authority, could have a negative impact on us.

As a manufacturer of a 510(k) cleared medical device, we are subject to the FDA's medical device reporting regulations and, to the extent applicable to our global program, similar foreign regulations, which require us to report to the FDA or foreign regulatory authorities when we receive or become aware of information that reasonably suggests that one or more of our device products may have caused or contributed to a death or serious injury or malfunctioned in a way that, if the malfunction were to recur, it could cause or contribute to a death or serious injury. The timing of our obligation to report is triggered by the date we become aware of the adverse event as well as the nature of the event. We may fail to report adverse events of which we become aware within the prescribed time frame. We may also fail to recognize that we have become aware of a reportable adverse event, especially if it is not reported to us as an adverse event or if it is an adverse event that is unexpected or removed in time from the use of the product. If we fail to comply with our reporting obligations, the FDA or foreign regulatory authorities could take action, including warning letters, untitled letters, administrative actions, criminal prosecution, imposition of civil monetary penalties, revocation of our device clearance, approval or certification, seizure of our device products, or delay in clearance, approval or certification of future products.

In addition, the FDA and foreign regulatory bodies have the authority to require the recall of commercialized products in the event of material deficiencies or defects in design or manufacture of a product or in the event that a product poses an unacceptable risk to health. For example, the FDA's authority to require a recall must be based on a finding that there is reasonable probability that the device could cause serious injury or death. We may also choose to voluntarily recall a device if any material deficiency is found. A government-mandated or voluntary recall by us could occur as a result of an unacceptable risk to health, component failures, malfunctions, manufacturing defects, labeling or design deficiencies, packaging defects, or other deficiencies or failures to comply with applicable regulations. Product defects or other errors may occur in the future.

Depending on the corrective action we take to redress a product's deficiencies or defects, the FDA or foreign regulatory authorities may require, or we may decide, that we will need to obtain new clearances, approvals or certifications for the device before we may market or distribute the corrected device. Seeking such clearances, approvals or certifications may delay our ability to replace the recalled devices in a timely manner. Moreover, if we do not adequately address problems associated with our devices, we may face additional regulatory enforcement action.

Medical device manufacturers are required to maintain certain records of recalls and corrections, even if they are not reportable to the FDA or foreign regulatory authorities. We may initiate voluntary withdrawals or corrections for our devices in the future that we determine do not require notification of the FDA or foreign regulatory authorities. If the FDA or foreign regulatory authorities disagree with our determinations, they could require us to report those actions as recalls and we may be subject to enforcement action. A future recall announcement could harm our reputation with clients and members, potentially lead to product liability claims against us and negatively affect our sales. Any corrective action, whether voluntary or involuntary, as well as defending ourselves in a lawsuit, will require the dedication of our time and capital, distract management from operating our business, and may harm our reputation, business, results of operations, and financial condition.

Our platform and programs, including our current and any future medical devices, may result in direct or indirect harm or injury to members, and as a result we could be subject to claims, liabilities, and reputational harm, which may materially adversely affect our business, results of operations, and financial condition.

Our platform and programs are designed under the oversight of qualified healthcare professionals, and we train our care team to comply with appropriate standards and protocol for delivery of care and the recognition and management of escalation events. Our success depends in part on the ability of our healthcare professionals to obtain and maintain all necessary licenses, certifications, permits, and other approvals, and to provide services to members in compliance with applicable laws, including scope of practice laws, as well as our policies. Nevertheless, if future results or experience indicate that our programs cause unexpected or serious complications or other unforeseen negative effects, we could face significant legal liability or harm to our reputation, business, results of operations, and financial condition.

Our success will also depend in part on the success of our current and any future medical devices we develop and provide to members. We believe that members are and will continue to be sensitive to errors or issues resulting from the use of our medical device products. Any failure of our Enso device, or for any other medical device products we currently offer or may offer in the future, to perform as intended or advertised, or any harm or injury resulting from the use of such products, may result in claims, liabilities, and reputational harm. For example, we have in the past received and may in the future receive complaints from members regarding injury or potential injury related to the use of the Enso device. Any such complaints may result in legal claims against us, which would harm our reputation, business, results of operations, and financial condition.

The misuse or off-label use of our medical device products may harm our reputation in the marketplace, result in injuries that lead to product liability suits or result in costly investigations, fines, or sanctions by regulatory bodies if we are deemed to have engaged in the promotion of these uses, any of which could be costly to our business.

Any marketing authorization we may receive for our device products will be limited to specified indications for use. We train our marketing personnel and direct sales force to not promote our authorized medical device for uses outside of the FDA-authorized indications for use, known as "off-label uses." Similar rules may apply in foreign jurisdictions for our global program and any future medical device products we may offer internationally. We cannot, however, prevent a physician from recommending our medical device for off-label uses, when, in the physician's independent professional medical judgment, he or she deems it appropriate. There may be increased risk of injury to patients if members or physicians attempt to use our medical device off-label, which could harm our reputation in the marketplace among current or potential clients, members, and physicians.

If the FDA or any foreign regulatory body determines that our promotional materials or training constitute promotion of an off-label use of our device products, the FDA or such regulatory body could request that we modify our training or promotional materials or subject us to regulatory or enforcement actions, including the issuance or imposition of an untitled letter, which is used for violators that do not necessitate a warning letter, injunction, seizure, civil fine, or criminal penalties. It is also possible that other federal, state or foreign enforcement authorities might take action under other regulatory authority, such as false claims laws, if they consider our business activities to constitute promotion of an off-label use, which could result in significant penalties, including, but not limited to, criminal, civil and administrative penalties, damages, fines, disgorgement, exclusion from participation in government healthcare programs, and the curtailment of our operations.

In addition, members or physicians may misuse medical device products or use improper techniques if they are not adequately trained, potentially leading to injury and an increased risk of product liability. If our medical device products are misused or used with improper technique, we may become subject to costly litigation by our clients or members. As described above, product liability claims could divert management's attention from our core business, be expensive to defend and result in sizeable damage awards against us that may not be covered by insurance.

Legislative or regulatory reforms in the U.S. and in foreign countries may make it more difficult and costly for us to obtain marketing authorizations for any medical devices or to manufacture, market or distribute any medical devices after such authorizations have been obtained.

Federal and state governments in the U.S. and foreign governments continue to propose and pass new legislation and regulations that could significantly change the statutory provisions governing the regulation of medical devices. In addition, the FDA may change its policies, adopt additional regulations or revise existing regulations, or take other actions, which may prevent or delay marketing authorization of our future products under development or impact our ability to modify any products for which we have already obtained marketing authorizations on a timely basis. For example, in February 2024, the FDA issued a final rule to amend and replace the QSR, which sets forth the FDA's current good manufacturing practice requirements for medical devices, to align more closely with the International Organization for Standardization standards. Specifically, this final rule, which the FDA expects to go into effect on February 2, 2026, establishes the Quality Management System Regulation ("QMSR"), which among other things, incorporates by reference the quality management system requirements of ISO 13485:2016. Although the FDA has stated that the standards contained in ISO 13485:2016 are substantially similar to those set forth in the QSR, it is unclear the extent to which this final rule, once effective, could impose additional or different regulatory requirements on us that could increase the costs of compliance or otherwise negatively affect our business. If we are unable to comply with QMSR, once effective, or with any other changes in the laws or regulations enforced by FDA or comparable regulatory authorities, we may be subject to enforcement action, which could have an adverse effect on our business, results of operations, and financial condition.

In addition, one of the most significant moving targets related to the regulatory landscape is in the EU; more specifically, the regulation of medical devices has recently evolved and continues to undergo legislative changes. Regulation (EU) No 2017/745 (the "EU Medical Devices Regulation"), which repeals and replaces the Council Directive 93/42/EEC (the "EU Medical Devices Directive"), became applicable on May 26, 2021. Unlike directives, which must be implemented into the national laws of the EU member states, regulations are directly applicable, without the need for adoption of EU member state laws implementing them, in all EU member states and are intended to eliminate current differences in the regulation of medical devices among EU member states. The EU Medical Devices Regulation, among other things, is intended to establish a uniform, transparent, predictable and sustainable regulatory framework across the EU for medical devices and ensure a high level of safety and health while supporting innovation.

The modifications brought by the EU Medical Devices Regulation and additional recent changes may have an effect on the way we intend to develop our business in the EU and EEA. For example, as a result of the transition towards the new regime, notified body review times have lengthened, and product introductions or modifications could be delayed, which could adversely affect our ability to grow our business in a timely manner.

If we do not obtain and maintain any required international regulatory registrations, marketing authorizations or certifications for our medical device products, we will be unable to market and sell such products outside of the U.S.

As we look towards increased international expansion, including with respect to our global program, which is considered a medical device by certain foreign regulatory authorities, sales of our medical device products outside of the U.S. will be subject to foreign regulatory requirements that vary widely from country to country and we may be required to obtain and maintain regulatory authorizations, including clearances or approvals, or other certifications in order to commercialize certain of our products in certain international markets.

For instance, by marketing our global program or any products qualifying as a medical device in the EU, they must comply with the general safety and performance requirements of EU Medical Devices Regulation, which repeals and replaces the EU Medical Devices Directive. Compliance with these requirements is a prerequisite to be able to affix the European Conformity ("CE") mark to medical devices, without which they cannot be sold or marketed in the EU. All medical devices placed on the market in the EU must meet the general safety and performance requirements laid down in Annex I to the EU Medical Devices Regulation, including the requirement that a medical device must be designed and manufactured in such a way that, during normal conditions of use, it is suitable for its intended purpose. Medical devices must be safe and effective and must not compromise the clinical condition or safety of patients, or the safety and health of users and, where applicable, other persons, provided that any risks which may be associated with their use constitute acceptable risks when weighed against the benefits to the patient and are compatible with a high level of protection of health and safety, taking into account the generally acknowledged state of the art. To demonstrate compliance with the general safety and performance requirements, we must undergo a conformity assessment procedure, which varies according to the type of medical device and its (risk) classification. Except for low-risk medical devices (Class I), where the manufacturer can self-assess the conformity of its products with the general safety and performance requirements (except for any parts which relate to sterility, metrology, or reuse aspects), a conformity assessment procedure generally requires the intervention of a notified body. The notified body would typically audit and examine the technical file and the quality system for the manufacture, design, and final inspection of medical devices. If satisfied that the relevant product conforms to the relevant general safety and performance requirements, the notified body issues a certificate of conformity, which the manufacturer uses as a basis for its own declaration of conformity. The manufacturer may then apply the CE mark to the device, which allows the device to be placed on the market throughout the EU. If we fail to comply with applicable laws and regulations, we would be unable to affix the CE mark to our products, which would prevent us from selling them within the EU and in the EEA, which consists of the 27 EU member states plus Norway, Liechtenstein and Iceland. Similarly, if national competent authorities do not agree with the classification of the medical device product(s) we place on the EU market, we may be subject to enforcement actions by EU regulatory authorities, including fines, product recalls, or the suspension of our ability to market and sell our products within the EU. Such enforcement actions could adversely affect our business operations, financial condition, and reputation. Additionally, the process of reclassifying medical devices and aligning with the correct regulatory pathway could be time-consuming and costly, potentially delaying product launches and impacting our competitive position in the market.

In the UK, on June 26, 2022, the Medicines and Healthcare products Regulatory Agency ("MHRA"), published its response to a 10-week consultation on the future regulation of medical devices in the UK. The MHRA proposes amendments to the UK Medical Devices Regulations 2002 (which are based on EU legislation, primarily the EU Medical Devices Directive), in particular to create new access pathways to support innovation, create an innovative framework for regulating software and artificial intelligence as medical devices, reform in vitro diagnostic regulation, and foster sustainability through the reuse and remanufacture of medical devices. The MHRA has stated that it remains its intention to implement the proposals from such consultation through secondary legislation. In addition, on November 14, 2024, the MHRA launched a new consultation on proposals to update the regulatory framework for medical devices in Great Britain, covering four topics, namely (1) a new international reliance scheme to enable swifter market access for certain devices that have already been approved in a comparable regulator country; (2) the new UK Conformity Assessed ("UKCA") mark and, in particular, proposals to remove the requirement to place such UKCA marking on devices; (3) conformity assessment procedures for in vitro diagnostic devices; and (4) maintaining in UK law certain pieces of "assimilated" EU law which are due to sunset in 2025. The MHRA consultation was opened until January 5, 2025 and it is expected that secondary legislation implementing the proposals would be introduced in 2025.

The divergence of the new UK rules from EU law could adversely affect or delay our ability to obtain approval for our medical device products in the UK, which could adversely affect our ability to grow our business.

In addition, the FDA regulates export of medical devices from the U.S. While the regulations of some countries may not impose significant barriers to marketing and selling our medical device or only require notification to regulators or third parties, others require that we obtain affirmative marketing authorization or certification from a notified body. Complying with foreign regulatory requirements, including obtaining registrations, certifications, clearances, or approvals, can be expensive and time-consuming, and we may not receive necessary marketing authorizations or certifications in each country in which we plan to market our device products, or we may be unable to do so on a timely basis. The time required to obtain marketing authorizations and certifications, if required by other countries, may be longer than that required for FDA marketing authorizations, and requirements for such authorizations or certifications may significantly differ from FDA requirements.

If we modify our medical device products, we may need to apply for additional marketing authorizations or certifications before we are permitted to sell the modified device or may be required to recall products we have previously modified. In addition, we may not continue to meet the quality, safety and compliance standards required to maintain the authorizations that we have received. If we are unable to maintain our marketing authorizations in a particular country, we will no longer be able to sell the applicable device in that country. In the EU, once medical devices are certified under the EU Medical Devices Regulation, we must inform the notified body that carried out the conformity assessment of the medical devices that we market or sell in the EU and the EEA of any planned substantial changes to our quality system or substantial changes to our medical devices that could affect compliance with the general safety and performance requirements laid down in Annex I to the EU Medical Devices Regulation or cause a substantial change to the intended use for which the device has been CE marked. The notified body will then assess the planned changes and verify whether they affect the products' ongoing conformity with the EU Medical Devices Regulation. If the assessment is favorable, the notified body will issue a new certificate of conformity or an addendum to the existing certificate attesting compliance with the general safety and performance requirements and quality system requirements laid down in the Annexes to the EU Medical Devices Regulation. The notified body may disagree with our proposed changes and product introductions or modifications could be delayed or canceled, which could adversely affect our ability to grow our business in these countries.

Obtaining marketing authorization from the FDA does not ensure similar marketing authorization or certification by regulatory authorities or notified bodies in other countries, and registration, marketing authorization, or certification by one or more foreign regulatory authorities or notified bodies does not ensure registration, marketing authorization, or certification by regulatory authorities or notified bodies in other foreign countries or by the FDA. However, a failure or delay in obtaining registration, marketing authorization, or certification in one country may have a negative effect on the regulatory process in others.

Risks Related to Financial, Tax, and Accounting Matters

We may experience fluctuations in our tax obligations and effective tax rate, which could materially and adversely affect our results of operations.

We are subject to income taxes in both the U.S. and foreign jurisdictions. Tax laws, regulations, and administrative practices in various jurisdictions may be subject to significant change, with or without advance notice, due to economic, political, and other conditions, and significant judgment is required in evaluating and estimating our provision and accruals for these taxes. Our effective tax rates could be affected, potentially materially, by numerous factors, such as changes in tax, accounting, and other laws (including increases in tax rates), regulations, administrative practices, principles, and interpretations, the mix and level of earnings in a given taxing jurisdiction, or our ownership or capital structures.

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

Our ability to utilize our net operating loss carryforwards and certain other tax attributes may be limited.

Under Section 382 and Section 383 of the Code, if a corporation undergoes an "ownership change," the corporation's ability to use its pre-change net operating loss carryforwards ("NOLs") and other tax attributes, including research and development tax credits, to offset its post-change income or taxes may be limited. In general, an "ownership change" will occur if there is a cumulative change in our ownership by "5% shareholders" that exceeds 50 percentage points over a rolling three-year period. Similar rules may apply under state tax laws.

If we have undergone previous ownership changes, or if we undergo an ownership change in the future, our ability to use NOLs and other tax attributes to reduce future taxable income and liabilities may be limited by Section 382 of the Code and/or analogous provisions of applicable state tax law in states where we have incurred NOLs for state income tax purposes. Future changes in our stock ownership, some of which may be outside of our control, may result in an ownership change under these rules.

Changes in accounting principles and standards related to accounting for variable interest entities could have an adverse effect on our business, results of operations, and financial condition.

Our financial statements are consolidated in accordance with applicable accounting standards and include the accounts of our wholly-owned subsidiaries and affiliated professional medical corporations (such affiliated professional medical corporations are collectively, referred to as "Hinge Health Digital P.C."), which are classified as variable interest entities. Applicable accounting standards require that, under some circumstances, the variable interest entity ("VIE") consolidation model be applied when a reporting enterprise holds a variable interest, such as equity interests, debt obligations, certain management, and service contracts, in a legal entity. Under this model, an enterprise must assess the entity in which it holds a variable interest to determine whether it meets the criteria to be consolidated as a VIE. If the entity is a VIE, the consolidation framework next identifies the party, if one exists, that possesses a controlling financial interest in the VIE, and then requires that party to consolidate the VIE as it is the primary beneficiary. An enterprise's determination of whether it has a controlling financial interest in a VIE requires that a qualitative determination be made, and is not solely based on voting rights.

The Company has determined that the VIE consolidation model applies to Hinge Health Digital P.C., our affiliated professional medical corporations. Such consolidation for accounting or tax purposes does not, is not intended to, and should not be deemed to, imply or provide us any control over the medical or clinical affairs of Hinge Health Digital P.C. Our determination regarding the consolidation of Hinge Health Digital P.C. could be challenged, which could have an adverse effect on our business, results of operations, and financial condition. Further, in the event of a change in accounting standards promulgated by the Financial Accounting Standards Board or in interpretation of its standards, or if there is an adverse determination by a regulatory agency or a court or a change in state or federal law relating to the ability to maintain our agreements or arrangements with Hinge Health Digital P.C., we may not be permitted to continue to consolidate the revenues, expenses, assets, and liabilities of Hinge Health Digital P.C., which could have an adverse effect on our business, results of operations and financial condition.

The applicability of sales, use, and other tax laws or regulations on our business is uncertain. Adverse tax laws or regulations could be enacted, or existing laws could be applied to us or our clients, which could subject us to additional tax liability and related interest and penalties, increase the costs of our platform and programs, and adversely impact our business, results of operations, and financial condition.

The application of federal, state, local, and international tax laws to services provided electronically is evolving. New income, sales, use, value-added, or other tax laws, statutes, rules, regulations, or ordinances could be enacted at any time (possibly with retroactive effect) and could be applied solely or disproportionately to services provided over the internet or could otherwise materially affect our business, results of operations, and financial condition.

In addition, state, local, and foreign tax jurisdictions have differing rules and regulations governing sales, use, value-added, and other taxes, and these rules and regulations can be complex and are subject to varying interpretations that may change over time. Existing tax laws, statutes, rules, regulations, or ordinances could be interpreted, changed, modified, or applied adversely to us (possibly with retroactive effect).

One or more states may seek to impose incremental or new sales, use, value added, or other tax collection obligations that may apply to us, including to any past sales by us or our resellers and other partners. A successful assertion by a state, country, or other jurisdiction that we should have been or should be collecting additional sales, use, value added, or other taxes on our platform and programs could, among other things, result in substantial tax liabilities for past sales, create significant administrative burdens for us, discourage clients, members and contracted lives from utilizing our platform and programs, or otherwise harm our business, results of operations, and financial condition.

Our international operations may subject us to exchange rate fluctuations and other currency risks.

Assets, liabilities, revenues, and related expenses associated with our international operations are denominated in foreign currencies. Exchange rate fluctuations between a local currency and the U.S. dollar may negatively impact the financial conditions and operating results of our international operations when converted into U.S. dollars. The reduction of our revenue as a result of exchange rate fluctuations could negatively impact our future growth prospects, business, results of operations, and financial condition.

Risks Related to Our Class A Common Stock

The price of our Class A common stock may be volatile or may decline regardless of our operating performance, resulting in substantial losses for our investors.

The market price of our Class A common stock may fluctuate significantly in response to numerous factors, many of which are beyond our control, including:

- actual or anticipated fluctuations in our results of operations, and financial condition;
- the projections we may provide to the public, any changes in these projections or our failure to meet these projections;
- failure of securities analysts to initiate or maintain coverage of us, changes in financial estimates or ratings by any securities analysts who follow us or our failure to meet these estimates or the expectations of investors;
- announcements by us or our competitors of significant innovations, acquisitions, strategic partnerships, joint ventures, results of operations, or capital commitments;
- price and volume fluctuations in the overall stock market, including as a result of trends in the global economy as a whole;
- changes in our board of directors or management;
- sales of large blocks of our Class A common stock, including sales by our Founders or our executive officers and directors;
- lawsuits threatened or filed against us;
- anticipated or actual changes in laws, regulations, insurance reimbursement, or government policies applicable to our business;
- changes in our capital structure, such as future issuances of debt or equity securities;
- short sales, hedging, and other derivative transactions involving our capital stock;
- the expiration of lock-up or market standoff agreements;
- general economic conditions in the U.S., including macroeconomic factors such as interest rate increases, inflation, and recession concerns;
- other events or factors, including those resulting from war, pandemics, incidents of terrorism, or responses to these events; and
- the other factors described in this Annual Report titled “Risk Factors” and “Cautionary Note Regarding Forward-Looking Statements.”

The stock market has experienced extreme price and volume fluctuations. The market prices of securities of companies have experienced fluctuations that often have been unrelated or disproportionate to their results of operations. Market fluctuations could result in extreme volatility in the price of shares of our Class A common stock, which could cause a decline in the value of your investment. Price volatility may be greater if the public float and trading volume of shares of our Class A common stock is low. Furthermore, in the past, stockholders have sometimes instituted securities class action litigation against companies following periods of volatility in the market price of their securities. Any similar litigation against us could result in substantial costs, divert management’s attention and resources, and materially adversely affect our business, results of operations, and financial condition. In addition, there was no public market for our Class A common stock prior to our IPO, and an active trading market for our Class A common stock may not be sustained. As a result, stockholders may be unable to resell shares of our Class A common stock at or above the purchase price, or at all.

We do not intend to pay dividends for the foreseeable future. Consequently, any gains from an investment in our Class A common stock will depend on whether the price of our Class A common stock increases.

We have never declared or paid cash dividends on our capital stock. We currently intend to retain any future earnings to finance the operation and expansion of our business and for repurchases of our class A common stock under our share repurchase program and we do not expect to declare or pay any dividends in the foreseeable future. Any future determination to pay dividends will be at the discretion of our board of directors. Even if our board of directors declares a dividend in the future, our amended and restated certificate of incorporation provides that no dividend may be paid on our common stock unless any Series E preferred stock then outstanding first receives, or simultaneously receives, a dividend on each such outstanding share in an amount at least equal to the dividend payable on each share of Series E preferred stock determined as if all shares of such Series E preferred stock had been converted into the applicable series of common stock. Moreover, the terms of instruments relating to debt we may incur in the future may restrict our ability to pay dividends. In addition, Delaware law may impose requirements that may restrict our ability to pay dividends to holders of our Class A common stock. As a result, appreciation, if any, in the market price of our Class A common stock will be your sole source of gain for the foreseeable future.

If securities or industry analysts publish inaccurate or unfavorable research about our business or cease to publish research, or if our financial results differ from the guidance we provide to the public, the price of our Class A common stock and trading volume could decline.

The trading market for our Class A common stock depends in part on the research and reports that securities or industry analysts publish about us or our business, our market, and our competitors. We do not have any control over these analysts. If we fail to meet the expectations of these analysts, our stock price could be adversely affected. If one or more of the analysts who cover us downgrade our Class A common stock or publish inaccurate or unfavorable research about our business, our Class A common stock price would likely decline. If one or more of these analysts cease coverage of us or fail to publish reports on us regularly, demand for our Class A common stock could decrease, which may cause our Class A common stock price and trading volume to decline.

In addition, the stock prices of many companies in the digital health industry have declined significantly after those companies failed to meet the financial guidance publicly announced by the companies or the expectations of analysts, and stock prices have even declined significantly after such companies exceeded, or even significantly exceeded, such guidance or expectations. If our financial results fail to meet our announced guidance or the expectations of analysts or public investors, or even if our financial results exceed, or even significantly exceed, such guidance or expectations, or if we reduce our guidance for future periods, our stock price may decline.

The dual class structure of our common stock concentrates voting control with the holders of our Class B common stock, including our Founders and their affiliates, and the holders of our Series E preferred stock. This ownership will limit or preclude your ability to influence corporate matters, including the election of directors, amendments of our organizational documents, and any merger, consolidation, sale of all or substantially all of our assets, or other major corporate transaction requiring stockholder approval.

Each share of our Class A common stock is entitled to one vote. Each share of our Class B common stock is entitled to 15 votes, and each share of our Series E preferred stock is entitled to 15 votes (the number of votes based on the number of shares of our Class B common stock into which such shares of our Series E preferred stock could initially be converted), except the shares of Series E preferred stock are not entitled to vote in connection with the election of directors. As of December 31, 2025, our Founders, their affiliates and stockholders who owned more than 5% of our outstanding capital stock and their respective affiliates held, in the aggregate, a substantial majority of the voting power of our outstanding capital stock. As directors, and as an officer in the case of Mr. Perez, Messrs. Perez and Mecklenburg owe a fiduciary duty to our stockholders to act in good faith in a manner they reasonably believe to be in the best interests of our stockholders. As stockholders, Messrs. Perez and Mecklenburg are entitled to vote their shares, and shares over which they have voting control, in their own interests, which may not always be in the interests of our stockholders generally.

As a result of our dual class structure, Class B common stockholders, including our Founders, and the Series E preferred stockholders, are able to significantly influence all matters submitted to our stockholders for approval, as well as our management and affairs, particularly if they choose to act together. For example, these persons, if they choose to act together (other than the holders of our Series E preferred stock with respect to the election of directors), would control or significantly influence the election of directors and approval of any merger, consolidation, or sale of substantially all of our assets. This concentration of ownership control may:

- delay or prevent a change in control;
- entrench our management and board of directors; or
- impede a merger, consolidation, takeover, or other business combination involving us that other stockholders may desire.

In addition, future transfers by holders of our Class B common stock will generally result in those shares converting to Class A common stock, subject to limited exceptions, such as certain transfers effected for estate planning purposes. The conversion of Series E preferred stock into Class B common stock and the conversion of Class B common stock into Class A common stock will have the effect, over time, of increasing the relative voting power of the holders of our Series E preferred stock and the holders of our Class B common stock who retain their shares in the long term. In addition, any anti-dilution adjustments to the Series E preferred stock would increase the voting power of the holders of our Series E preferred stock as each share of our Series E preferred stock will be entitled to the number of votes based on the number of shares of our common stock into which such shares of our Series E preferred stock could be converted. As a result, it is possible that one or more of the persons or entities holding our Series E preferred stock or Class B common stock could gain significant voting control as other holders of our Class B common stock sell or otherwise convert their shares into Class A common stock, provided, however, that the shares of our Series E preferred stock do not entitle the holders of such preferred stock to vote in any election of directors until such shares are converted to our Class B common stock or Class A common stock.

Future transfers by holders of our Class B common stock and Series E preferred stock may also result in those shares converting to Class A common stock in certain circumstances, such as when such holder and its affiliates no longer beneficially own at least 50% of our capital stock that such person and its affiliates held immediately upon the IPO. Additionally, Class B common stock held by non-Founders will automatically convert to Class A common stock seven years after the Effective Time, and Class B common stock held by Founders will automatically convert to Class A common stock when such holder is no longer an employee or director of the Company. Any of these actions will have the effect, over time, of increasing the relative voting power of certain holders of Series E preferred stock and the remaining holders of Class B common stock. See the risk factor titled “Shares of our Series E preferred stock originally issued to investors remain outstanding. Such shares are held by one holder of our Series E preferred stock, Tiger Global, and the holders of Series E preferred stock will retain rights that could impact the value of our Class A common stock and impact our business and operations” for additional information.

In addition, while we do not expect to issue any additional shares of our Class B common stock except upon the exercise or vesting and settlement of any Founder equity awards or conversion of shares of our Series E preferred stock, in each case outstanding as of the date of the IPO, any future issuances of Class B common stock would dilute the voting power of the holders of our Class A common stock.

We cannot predict the impact our dual class structure may have on the market price of our Class A common stock.

Our dual class structure may result in a lower or more volatile market price of our Class A common stock, in adverse publicity, or in other adverse consequences. Certain index providers have announced restrictions on including companies with multiple class share structures in certain of their indices. Accordingly, the dual class structure of our common stock would make us ineligible for inclusion in indices with such restrictions. Given the sustained flow of investment funds into passive strategies that seek to track certain indices, exclusion from stock indices would likely preclude investment by many of these funds and could make our Class A common stock less attractive to other investors. In addition, several stockholder advisory firms and large institutional investors have been critical of the use of multi-class structures. Such stockholder advisory firms may publish negative commentary about our corporate governance practices or our capital structure, which may dissuade large institutional investors from purchasing shares of our Class A common stock. As a result, the market price of our Class A common stock could be materially adversely affected.

Shares of our Series E preferred stock originally issued to investors remain outstanding. Such shares are held by one holder of our Series E preferred stock, Tiger Global, and the holder of Series E preferred stock has rights that could impact the value of our Class A common stock and impact our business and operations.

2,581,837 shares of our Series E preferred stock are outstanding and have rights that could impact the value of our Class A common stock and impact our business and operations. Subject to certain exceptions, at any time we issue additional shares of our capital stock without consideration or for consideration less than the Series E preferred stock conversion price, which is $77.46420, the Series E preferred stock conversion price will be automatically adjusted downward according to a broad-based weighted average formula. In the event of our liquidation, dissolution, or winding up, the holders of our Series E preferred stock will be entitled to receive out of the net assets legally available for distribution to stockholders, after the payment of all of our debts and other liabilities, prior and in preference to any distribution of any assets to holders of our common stock, an amount of $77.46420 per share for each then outstanding share of Series E preferred stock plus any declared but unpaid dividends on such shares, which amount is equal to $200.0 million as of the date of this Annual Report. Further, if our board of directors declares a dividend while shares of our Series E preferred stock remain outstanding, then such shares of Series E preferred stock shall first receive, or simultaneously receive, a dividend on each then outstanding share of Series E preferred stock in an amount at least equal to the dividend payable on each share of Series E preferred stock determined as if all shares of such Series E preferred stock had been converted into the applicable series of common stock. The market price of our Class A common stock could be materially adversely affected by the preference rights of the Series E preferred stock. As of the date of this Annual Report, there is one holder of our Series E preferred stock, Tiger Global. However, if Tiger Global transfers any of its shares of Series E preferred stock to other holders, obtaining the requisite consent of the holders of Series E preferred stock to take certain actions may become more difficult to obtain, which could have an adverse impact on our business.

Each share of our Series E preferred stock is initially convertible at any time into one share of Class B common stock (subject to any anti-dilution adjustments) at the option of the holder and is not mandatorily redeemable. Each share of our Series E preferred stock will not be convertible into Class B common stock and will instead be convertible into Class A common stock (i) after the Class B Mandatory Conversion Time, (ii) after the date when such holder and its affiliates cease to beneficially own in the aggregate a number of shares equal to at least 50% of the capital stock that such holder and its affiliates beneficially owned as of the Effective Time and (iii) at any time that such Series E preferred stock is held by any person who did not beneficially own the Series E preferred stock as of the Effective Time. Additionally, each share of Series E preferred stock will automatically convert into one share of Class A common stock or Class B common stock, as applicable (subject to any anti-dilution adjustment), upon the sale of our common stock in a firm commitment underwritten public offering pursuant to a registration statement under the Securities Act where the public offering price is at least $77.46420 per share and we receive at least $100.0 million in aggregate cash proceeds, net of underwriting discounts and commissions. The holders of our Series E preferred stock will initially vote as though they had converted their shares into shares of our Class B common stock (which conversion ratio is subject to any anti-dilution adjustment), with 15 votes per share; provided, however, that the Series E preferred stock will not entitle such holders to vote with respect to the election of directors. As a result, the voting dynamics of our common stock in connection with the election of directors will change if and when any shares of our Series E preferred stock convert into shares of our Class B common stock. See the section titled “Description of Capital Stock” in our Prospectus for further detail on the rights and preferences of our Series E preferred stock.

Sales, directly or indirectly, of a substantial amount of our Class A common stock in the public markets by our existing security holders may cause the price of our Class A common stock to decline.

Sales of a substantial number of shares of our Class A common stock into the public market, and in particular sales by our directors, executive officers, and principal stockholders, or the perception that these sales might occur, could cause the market price of our Class A common stock to decline. Many of our existing security holders have substantial unrecognized gains on the value of the equity they hold and may take steps to sell their shares or otherwise secure or limit their risk exposure to the value of their unrecognized gains on those shares. We are unable to predict the timing or effect of such sales on the market price of our Class A common stock.

All shares of our Class A common stock sold in our IPO are freely tradable without restrictions or further registration under the Securities Act, except that any shares held by our affiliates, as defined in Rule 144 under the Securities Act (“Rule 144”), are only be able to be sold in compliance with Rule 144.

Further, certain holders of shares of our common stock have rights, subject to certain conditions, to require us to file registration statements for the public resale of shares of our Class A common stock or to include such shares in registration statements that we may file for us or other stockholders. We may also issue our shares of common stock or securities convertible into shares of our common stock from time to time in connection with a financing, acquisition, investment, or otherwise. Any further issuance could result in substantial dilution to our existing stockholders and cause the market price of our Class A common stock to decline.

We cannot guarantee that our share repurchase program will be fully consummated or that it will enhance long-term stockholder value.

On November 10, 2025, our board of directors authorized the share repurchase program, under which we may repurchase up to $250.0 million of shares of our outstanding Class A common stock. As of December 31, 2025, we had completed $65.0 million of repurchases under the program. The actual timing and amount of any repurchases will depend on a variety of factors, including stock price, trading volume, market and business conditions, regulatory requirements, and other considerations, all of which may be impacted by factors outside of our control. The share repurchase program could affect the trading price of our common stock, increase volatility, and any repurchases under the program could diminish our cash and cash equivalents and marketable securities available to fund working capital, capital expenditures, strategic acquisitions, investments, or business opportunities, and other general corporate purposes. The share repurchase program may be suspended, terminated or modified at any time for any reason, and we cannot guarantee that the share repurchase program will be fully consummated, or that it will enhance long-term stockholder value.

Anti-takeover provisions contained in our amended and restated certificate of incorporation and amended and restated bylaws, as well as provisions of Delaware law, could impair a takeover attempt.

Our amended and restated certificate of incorporation and amended and restated bylaws contain, and Delaware law contains, provisions which could have the effect of rendering more difficult, delaying, or preventing an acquisition deemed undesirable by our board of directors. The provisions in our amended and restated certificate of incorporation or amended and restated bylaws provide for the following:

- a dual class common stock structure which provides our holders of Class B common stock and our holders of Series E preferred stock with the ability to significantly influence the outcome of matters requiring stockholder approval, even if they own significantly less than a majority of the shares of our outstanding Class A common stock;
- a classified board of directors with three-year staggered terms, who can only be removed for cause, which may delay the ability of stockholders to change the membership of a majority of our board of directors;
- no cumulative voting in the election of directors, which limits the ability of minority stockholders to elect director candidates;
- the exclusive right of our board of directors to set the size of the board of directors and to elect a director to fill a vacancy, however occurring, including by an expansion of the board of directors, which prevents stockholders from being able to fill vacancies on our board of directors;
- the ability of our board of directors to authorize the issuance of shares of preferred stock and to determine the price and other terms of those shares, including voting or other rights or preferences, without stockholder approval, which could be used to significantly dilute the ownership of a hostile acquiror;
- the ability of our board of directors to adopt, amend, or repeal our amended and restated bylaws without obtaining stockholder approval;
- in addition to our board of director's ability to adopt, amend, or repeal our amended and restated bylaws, our stockholders may adopt, amend, or repeal our amended and restated bylaws only with the affirmative vote of the holders of at least 66 2/3% of the voting power of all our then-outstanding shares of capital stock entitled to vote generally in the election of our directors, voting together as a single class;
- the required approval of at least 66 2/3% of the voting power of the outstanding shares of capital stock entitled to vote generally in the election of directors, voting together as a single class, to adopt, amend, or repeal certain provisions of our amended and restated certificate of incorporation;
- the requirement that a special meeting of stockholders may be called only by a majority of our board of directors, the chairperson of our board of directors, or our CEO;

- advance notice procedures that stockholders must comply with in order to nominate candidates to our board of directors or to propose matters to be acted upon at a stockholders' meeting, which may discourage or deter a potential acquiror from conducting a solicitation of proxies to elect the acquiror's own slate of directors or otherwise attempting to obtain control of us; and
- the limitation of liability of, and provision of indemnification to, our directors and officers.

These provisions, alone or together, could delay or prevent hostile takeovers and changes in control or changes in our management.

As a Delaware corporation, we are also subject to provisions of Delaware law, including Section 203 of the General Corporation Law of the State of Delaware ("DGCL"), which prevents some stockholders holding more than 15% of our outstanding common stock from engaging in certain business combinations without approval of the holders of substantially all of our outstanding common stock.

Any provision of our amended and restated certificate of incorporation, amended and restated bylaws or Delaware law that has the effect of delaying or deterring a change in control could limit the opportunity for our stockholders to receive a premium for their shares of our common stock, and could also affect the price that some investors are willing to pay for our common stock.

Claims for indemnification by our directors and officers may reduce our available funds to satisfy successful third-party claims against us and may reduce the amount of money available to us.

Our amended and restated certificate of incorporation and amended and restated bylaws provide that we will indemnify our directors and officers, in each case to the fullest extent permitted by Delaware law.

In addition, as permitted by Section 145 of the DGCL, our amended and restated bylaws and our indemnification agreements that we have entered or may enter into with our directors and officers provide that:

- we will indemnify our directors and officers to the fullest extent permitted by the DGCL. The DGCL provides that a corporation may indemnify such person if such person acted in good faith and in a manner such person reasonably believed to be in or not opposed to the best interests of the registrant and, with respect to any criminal proceeding, had no reasonable cause to believe such person's conduct was unlawful;
- we may, in our discretion, indemnify employees and agents in those circumstances where indemnification is permitted by applicable law;
- we are required to advance expenses, as incurred, to our directors and officers in connection with defending a proceeding, except that such directors or officers will undertake to repay such advances if it is ultimately determined that such person is not entitled to indemnification;
- the rights conferred in our amended and restated bylaws are not exclusive, and we are authorized to enter into indemnification agreements with our directors, officers, employees, and agents and to obtain insurance to indemnify such persons; and
- we may not retroactively amend our amended and restated bylaw provisions to reduce our indemnification obligations to directors, officers, employees, and agents.

While we have procured directors' and officers' liability insurance policies, such insurance policies may not be available to us in the future at a reasonable rate, may not cover all potential claims for indemnification, and may not be adequate to indemnify us for all liability that may be imposed. Additionally, given the significant increase in the costs of directors' and officers' insurance policies recently, we may subsequently decide to select lower overall policy limits or forgo insurance altogether that we would otherwise rely upon to cover applicable defense costs, settlements, and damages awards.

Our amended and restated certificate of incorporation and amended and restated bylaws provide that the Court of Chancery of the State of Delaware will be the exclusive forum for certain disputes between us and our stockholders, and that the federal district courts of the U.S. will be the exclusive forum for the resolution of any complaint asserting a cause of action under the Securities Act.

Our amended and restated certificate of incorporation and amended and restated bylaws provide that: (i) unless we consent in writing to the selection of an alternative forum, the Court of Chancery of the State of Delaware (or, if such court does not have jurisdiction thereof, the federal district court of the State of Delaware or other state courts of the State of Delaware) will, to the fullest extent permitted by law, be the sole and exclusive forum for: (A) any derivative action, suit or proceeding brought on our behalf of us, (B) any action, suit or proceeding asserting a claim of breach of a fiduciary duty owed by any of our directors, officers or stockholders to us or our stockholders, (C) any action, suit or proceeding arising pursuant to any provision of the DGCL or our amended and restated certificate of incorporation or amended and restated bylaws (as either may be amended from time to time), or (D) any action, suit or proceeding asserting a claim against us that is governed by the internal affairs doctrine; and (ii) unless we consent in writing to the selection of an alternative forum, the federal district courts of the U.S. will, to the fullest extent permitted by law, be the exclusive forum for the resolution of any complaint asserting a cause or causes of action arising under the Securities Act, including all causes of action asserted against any defendant to such complaint, although there is uncertainty as to whether a court would enforce this provision. Our amended and restated certificate of incorporation also provides that any person or entity purchasing or otherwise acquiring any interest in any security of us will be deemed to have notice of and consented to these provisions. Nothing in our amended and restated certificate of incorporation or amended and restated bylaws precludes stockholders that assert claims solely under the Exchange Act, from bringing such claims in federal court to the extent that the Exchange Act confers exclusive federal jurisdiction over such claims, subject to applicable law.

The choice of forum provisions may limit a stockholder's ability to bring a claim in a judicial forum that it finds favorable for disputes with us or any of our current or former directors, officers or stockholders, which may discourage such claims against us or any of our current or former directors, officers or stockholders and result in increased costs for investors to bring such a claim. We believe these provisions may benefit us by providing increased consistency in the application of the DGCL and federal securities laws by chancellors and judges, as applicable, particularly experienced in resolving corporate disputes, efficient administration of cases on a more expedited schedule relative to other forums, and protection against the burdens of multi-forum litigation. If a court were to find the choice of forum provision contained in our amended and restated certificate of incorporation or our amended and restated bylaws to be inapplicable or unenforceable in an action, we may incur additional costs associated with resolving such action in other jurisdictions, which could adversely affect our business, results of operations, financial condition, and prospects.

General Risk Factors

Our estimates of market opportunity and forecasts of market growth as well as the calculation of certain operational metrics may prove to be inaccurate, and even if the markets in which we compete achieve the forecasted growth, our business could fail to grow at similar rates, or at all.

From time to time we may provide estimates of market opportunity and forecasts of market growth, which may prove to be inaccurate. Market opportunity estimates and growth forecasts are subject to significant uncertainty and are based on assumptions and estimates that may not prove to be accurate, including as a result of any of the risks described in this Annual Report.

The variables that go into the calculation of our market opportunity are subject to change over time, and there is no guarantee that any particular number or percentage of addressable clients covered by our market opportunity estimates will purchase our platform and programs at all or generate any particular level of revenue for us. Even if the markets in which we compete meet the size estimates and growth forecasted, our business could fail to grow at similar rates, or at all. Our growth is subject to many factors, including our success in implementing our business strategy, which is subject to many risks and uncertainties. Accordingly, the forecasts of market growth should not be taken as indicative of our future growth.

Additionally, we calculate operational metrics using internal systems and tools that are not independently verified by any third party. These metrics may differ from estimates or similar metrics published by third parties or other companies due to differences in sources, methodologies, or the assumptions on which we rely. Our internal systems and tools have a number of limitations, and our methodologies for tracking these metrics may change over time, which could result in unexpected changes to our metrics, including the metrics we publicly disclose on an ongoing basis. If the internal systems and tools we use to track these metrics undercount or overcount performance or contain algorithmic or other technical errors, the data we present may not be accurate. In addition, limitations or errors with respect to how we measure data or with respect to the data that we measure may affect our understanding of certain details of our business, which would affect our long-term strategies. If our operating metrics or our estimates are not accurate representations of our business, or if investors do not perceive our operating metrics to be accurate, or if we discover material inaccuracies with respect to these figures, our reputation may be significantly harmed, and our results of operations, and financial condition could be adversely affected.

Uncertain or unfavorable conditions in our industry or the global economy, including those caused by inflation, fluctuations in interest rates, tariffs, ongoing conflicts around the world, natural disasters, or other catastrophic events could limit our ability to grow our business and negatively affect our results of operations.

Our results of operations may vary based on the impact of changes in our industry or the global economy on us or our clients or potential clients. Negative conditions in the general economy both in the U.S. and abroad, including conditions resulting from changes in gross domestic product growth, financial and credit market fluctuations, inflation and efforts to control further inflation, fluctuations in interest rates, liquidity concerns at financial institutions, international trade relations, tariffs, political turmoil, including the conflicts in Ukraine and the Middle East, natural catastrophes, warfare and terrorist attacks in the U.S., Europe, the Asia Pacific region, or elsewhere, could cause a decrease in business investments by existing or potential clients and negatively affect the growth of our business. To the extent there is a sustained general economic downturn, our revenue, business, and results of operations may be affected by reductions in overall spending on healthcare technology and elective healthcare. Competitors, many of whom are larger and have greater financial resources than we do, may respond to challenging market conditions by lowering prices in an attempt to attract clients for whom we compete. We cannot predict the timing, strength, or duration of any economic slowdown, instability, or recovery, generally or within any particular industry.

Additionally, natural disasters or other catastrophic events may also cause damage or disruption to our operations, international commerce and the global economy and could have an adverse effect on our business, results of operations, and financial condition. Our business operations are subject to interruption by natural disasters, fire, power shortages, and other events beyond our control. In addition, our global operations expose us to risks associated with public health crises, such as pandemics and epidemics, which could materially adversely affect our business, results of operations, and financial condition. Further, acts of terrorism, labor activism, or unrest and other geopolitical unrest could cause disruptions in our business or the global economy as a whole. In the event of a natural disaster, including a major earthquake, blizzard, hurricane, or a catastrophic event such as a fire, power loss or telecommunications failure, we may be unable to continue our operations and may endure system interruptions, reputational and brand harm, delays in development, lengthy interruptions in service, breaches of data security and loss of critical data, all of which could have a material adverse effect on our business, results of operations, and financial condition.

Natural catastrophic events and man-made problems such as power disruptions, computer viruses, global pandemics, data security breaches and terrorism may disrupt our business.

We rely heavily on our network infrastructure and IT systems for our business operations. An online attack, damage as a result of civil unrest, earthquake, fire, terrorist attack, power loss, global pandemics, telecommunications failure or other similar catastrophic events could cause system interruptions, delays in accessing our service, reputational harm and loss of critical data. Such events could prevent clients and members from accessing our platform and programs. A catastrophic event that results in the destruction or disruption of our data centers, or our network infrastructure or IT systems, including any errors, defects, or failures in third-party hardware, could affect our ability to conduct normal business operations and adversely affect our results of operations.

In addition, as computer malware, viruses, computer hacking, fraudulent use attempts, and phishing attacks have become more prevalent, we face increased risk from these activities. These activities threaten the performance, reliability, security, and availability of our platform and programs. Any computer malware, viruses, computer hacking, fraudulent use attempts, phishing attacks, or other data security breaches to our systems could, among other things, harm our reputation and our ability to retain existing clients and attract new clients.

Our corporate headquarters are located in the San Francisco Bay Area, which has experienced both severe earthquakes and wildfires. We do not carry earthquake insurance. Furthermore, integral parties in our supply chain are similarly vulnerable to natural disasters or other sudden, unforeseen, and severe adverse events. If such an event were to affect our supply chain, it could have a material adverse effect on our business, results of operations, and financial condition.

Our insurance strategy may not be adequate to protect us from all business risks.

In the ordinary course of business, we may be subject to losses resulting from general liability, consumer actions, accidents, acts of God and other claims against us, for which we may have no insurance coverage. While we currently carry commercial general liability, excess liability, workers' compensation, employment practices liability, cyber security, and directors' and officers' insurance policies, we may not maintain as much insurance coverage as other competitors do, and in some cases, we may not maintain any at all. Additionally, the policies that we do have may include significant deductibles, and we cannot be certain that our insurance coverage will be sufficient to cover all future claims against us. A loss that is uninsured or exceeds policy limits may require us to pay substantial amounts, which could adversely affect our business, results of operations, and financial condition.

Our management has limited experience in operating a public company.

Certain of our executive officers have limited, or no, experience in the management of a publicly traded company. Our management team may not successfully or effectively manage our transition to a public company that will be subject to significant regulatory oversight and reporting obligations under federal securities laws. Their limited experience in dealing with the increasingly complex laws pertaining to public companies could be a significant disadvantage in that it is likely that an increasing amount of their time may be devoted to these activities which will result in less time being devoted to the management and growth of our business. We may not have adequate personnel with the appropriate level of knowledge, experience, and training in the accounting policies, practices or internal controls over financial reporting required of public companies in the U.S. The development and implementation of the standards and controls necessary for us to achieve the level of accounting standards required of a public company in the U.S. may require costs greater than expected. It is possible that we will be required to expand our employee base and hire additional employees to support our operations as a public company, which will increase our operating costs in future periods.

We will incur significant additional costs and are subject to additional regulations and requirements as a result of being a public company, and our management is required to devote substantial time to compliance with our public company responsibilities and corporate governance practices.

As a public company, we have and will incur significant legal, accounting, and other expenses that we did not incur as a private company. We are subject to the reporting requirements of the Exchange Act, the applicable requirements of the Sarbanes-Oxley Act, the Dodd-Frank Act, the rules and regulations of the SEC, and the listing rules of the NYSE. Stockholder activism and the level of government intervention and regulatory reform may lead to substantial new regulations and disclosure obligations, which may lead to additional significant compliance costs and impact the manner in which we operate our business in ways we cannot currently anticipate. The increased costs will increase our net loss or decrease our net income and may require us to reduce costs in other areas of our business. For example, we expect these rules and regulations to make it more difficult and more expensive for us to obtain director and officer liability insurance. The impact of these requirements could also make it more difficult for us to attract and retain qualified persons to serve on our board of directors, on our board committees or as executive officers.

Furthermore, if we are unable to satisfy our obligations as a public company, we could be subject to delisting of our Class A common stock, fines, sanctions and other regulatory action and potentially civil litigation.

We cannot predict or estimate the amount of additional costs we will incur as a public company or the timing of such costs. In addition, our management team will need to devote substantial attention to transitioning to interacting with public company analysts and investors and complying with the increasingly complex laws pertaining to public companies, which may divert attention away from the day-to-day management of our business, including operational, research and development, and sales and marketing activities. Increases in costs incurred or diversion of management's attention as a result of becoming a publicly traded company may adversely affect our business, results of operations, and financial condition.

A failure to establish and maintain an effective system of disclosure controls and procedures and internal control over financial reporting, could adversely affect our ability to produce timely and accurate financial statements or comply with applicable regulations.

We are required to maintain disclosure controls and procedures and internal control over financial reporting and to report weaknesses in such internal controls. The Sarbanes-Oxley Act requires, among other things, that we maintain effective disclosure controls and procedures and internal control over financial reporting. We are continuing to develop and refine our disclosure controls and other procedures that are designed to ensure that information required to be disclosed by us in the reports that we will file with the SEC is recorded, processed, summarized, and reported within the time periods specified in SEC rules and forms and that information required to be disclosed in reports under the Exchange Act is accumulated and communicated to our principal executive and financial officers. We are also continuing to improve our internal control over financial reporting. The process of designing, implementing, and testing the internal control over financial reporting required to comply with this obligation is time-consuming, costly, and complicated.

In order to maintain and improve the effectiveness of our disclosure controls and procedures and internal control over financial reporting, we have expended, and anticipate that we will continue to expend, significant resources, including accounting-related costs and investments to strengthen our accounting systems. If any of these new or improved controls and systems do not perform as expected, we may experience material weaknesses in our controls. Further, we may not have adequate personnel with the appropriate level of knowledge, experience, and training in the accounting policies, practices or internal controls over financial reporting required of public companies in the U.S. It is possible that we will be required to expand our employee base and hire additional employees to support our operations as a public company, which will increase our operating costs in future periods. The development and implementation of the standards and controls necessary for us to achieve the level of accounting standards required of a public company in the U.S. may require costs greater than expected.

Additionally, current controls and any new controls that we develop may become inadequate because of changes in conditions in our business. Further, weaknesses in our disclosure controls and internal control over financial reporting may be discovered in the future. Any failure to develop or maintain effective controls or any difficulties encountered in their implementation or improvement could materially adversely affect our results of operations or cause us to fail to meet our reporting obligations and may result in a restatement of our consolidated financial statements for prior periods. Any failure to implement and maintain effective internal control over financial reporting also could materially adversely affect the results of periodic management evaluations and annual independent registered public accounting firm attestation reports regarding the effectiveness of our internal control over financial reporting that we may be required to include in our periodic reports that will be filed with the SEC. Ineffective disclosure controls and procedures and internal control over financial reporting could also cause investors to lose confidence in our reported financial and other information, which would likely have a negative effect on the trading price of our Class A common stock. In addition, if we are unable to continue to meet these requirements, we may not be able to remain listed on the NYSE. We are not currently required to comply with the SEC rules that implement Section 404 of the Sarbanes-Oxley Act and are therefore not required to make a formal assessment of the effectiveness of our internal control over financial reporting for that purpose. We will be required to provide an annual management report on the effectiveness of our internal control over financial reporting commencing with our second annual report on Form 10-K following the IPO.

Our independent registered public accounting firm is not required to formally attest to the effectiveness of our internal control over financial reporting until after we are no longer an “emerging growth company” as defined in the JOBS Act. At such time, our independent registered public accounting firm may issue a report that is adverse if it is not satisfied with the level at which our internal control over financial reporting is documented, designed, or operating. Any failure to maintain effective disclosure controls and internal control over financial reporting could materially adversely affect our business, results of operations, and financial condition and could cause a decline in the trading price of our Class A common stock.

We are an "emerging growth company" and our compliance with the reduced reporting and disclosure requirements applicable to emerging growth companies may make our Class A common stock less attractive to investors.

We are an "emerging growth company," as defined in the JOBS Act, and we have elected to take advantage of certain exemptions and relief from various reporting requirements that are applicable to other public companies that are not emerging growth companies. These provisions include, but are not limited to: being exempt from compliance with the auditor attestation requirements of Section 404(b) of the Sarbanes-Oxley Act; being exempt from any rules that could be adopted by the Public Company Accounting Oversight Board requiring mandatory audit firm rotations or a supplement to the auditor's report on financial statements; being subject to reduced disclosure obligations regarding executive compensation in our periodic reports and proxy statements; and not being required to hold nonbinding advisory votes on executive compensation or on any golden parachute payments not previously approved.

In addition, while we are an emerging growth company, we have elected not to be required to comply with any new financial accounting standard until such standard is generally applicable to private companies. As a result, our financial statements may not be comparable to companies that are not emerging growth companies or elect not to avail themselves of this provision.

We will remain an emerging growth company until the earlier to occur of: (1) the last day of the fiscal year in which we have more than $1.235 billion in total annual revenue, which threshold is subject to adjustment; (2) the date we qualify as a "large accelerated filer," with $700.0 million or more of equity securities held by non-affiliates as of the last business day of our most recently completed second fiscal quarter; (3) the date on which we have issued, in any three-year period, more than $1.0 billion in non-convertible debt securities; and (4) the last day of the fiscal year ending after the fifth anniversary of the completion of our IPO.

The exact implications of the JOBS Act are still subject to interpretations and guidance by the SEC and other regulatory agencies, and we cannot assure you that we will be able to take advantage of all of the benefits of the JOBS Act. In addition, investors may find our Class A common stock less attractive to the extent we rely on the exemptions and relief granted by the JOBS Act. If some investors find our Class A common stock less attractive as a result, there may be a less active trading market for our Class A common stock and our stock price may decline or become more volatile.

Item 1B. Unresolved Staff Comments

None

Item 1C. Cybersecurity

Risk Management and Strategy

The nature of our business as a digital clinic, including the collection and processing of sensitive personal health information, makes us susceptible to cybersecurity attacks. To address this, we work to integrate security into every aspect of our business and maintain a cybersecurity risk management program with safeguards, certifications, policies and controls designed to protect our systems from cyber threats. Our cybersecurity risk management program is designed to protect the confidentiality, integrity, and availability of our critical systems and information. We design and assess our cybersecurity risk management program based on the National Institute of Standards and Technology Cybersecurity Framework ("NIST CSF") 2.0, applicable privacy and data security laws, and regulations, including HIPAA and applicable state health privacy laws, and remain informed by industry standards and industry-recognized practices. In addition, our cyber security program is regularly evaluated by external auditors and we are currently SOC 2 Type 2, Health Information Trust Alliance Common Security Framework ("HITRUST CSF"), and ISO/IEC 27001:2022 certified.

Our cybersecurity risk management program is integrated into our overall enterprise risk management program, and shares common methodologies, reporting channels, and governance processes that apply across our enterprise risk management program.

Our cybersecurity risk management program includes:

- risk assessments designed to help identify material cybersecurity risks to our critical systems, information, products, services, and our broader enterprise IT environment;

- a dedicated security team principally responsible for managing (1) our cybersecurity risk assessment processes, (2) our security controls, and (3) our response to cybersecurity incidents;
- the use of external advisors and service providers, such as third-party penetration testing firms, bug bounty programs, or auditors, to advise on, assess, test, or otherwise assist with aspects of our security controls;
- cybersecurity awareness training of our employees, incident response personnel, and senior management, including onboarding sessions and annual refresher training to address evolving threats;
- a cybersecurity incident response plan that follows recognized frameworks (e.g., NIST CSF 2.0), outlines procedures for investigating and resolving incidents, and is supported by automated tools for threat triage and resolution; and
- a third-party risk management process for service providers, suppliers, and vendors incorporating evaluations such as SOC 2 reports, HITRUST certifications, annual reviews, security questionnaires, and business associate agreement compliance to ensure risks are understood and addressed.

While we have not identified risks from known cybersecurity incidents, including as a result of any prior cybersecurity incidents, that have materially affected us, we face risks from cybersecurity threats that, if realized, are reasonably likely to materially impact us, including our business, operations, results of operations, or financial condition. For additional information about these risks, see the risk factor titled — "We depend on our information technology systems, and those of our third-party vendors, contractors, and consultants, and any failure or significant disruptions of these systems, security breaches, or loss of data could expose us to liability or materially adversely affect our business, results of operations, and financial condition".

Cybersecurity Governance

Our board of directors considers cybersecurity risk as part of its risk oversight function and has delegated to the Audit Committee oversight of cybersecurity, data privacy, and other information technology risks. The Audit Committee oversees management's implementation of our cybersecurity risk management program.

The Audit Committee receives quarterly reports from management on our cybersecurity risks, including threat landscape updates and the status of key security initiatives. In addition, management updates the Audit Committee, as necessary, regarding any material cybersecurity incidents, as well as regarding any incidents with lesser impact potential and regarding overall trends in the cybersecurity risks we face.

The Audit Committee reports to our board of directors regarding its activities, including those related to cybersecurity. The full board of directors also receives quarterly briefings from management on our cyber risk management program. Board members receive presentations on cybersecurity topics from our Chief Information Security Officer ("CISO"), internal security staff, or external experts as part of the board of directors' continuing education on topics that impact public companies.

Our CISO, Hassan Asghar, has over twenty years of experience in information security, engineering, and other technology-related roles, including experience in healthcare and other highly regulated industries. Mr. Asghar oversees our Enterprise Security and IT teams, which is responsible for assessing and managing our material risks from cybersecurity threats. Our Enterprise Security team has primary responsibility for our overall cybersecurity risk management program and supervises both our internal cybersecurity personnel and our retained external cybersecurity consultants. Our Enterprise Security team supervises efforts to prevent, detect, mitigate, remediate, and appropriately report cybersecurity risks and incidents through various means, which may include briefings from internal security personnel; threat intelligence and other information obtained from governmental, public, or private sources, including external consultants engaged by us; and alerts and reports produced by security tools deployed in the IT environment.

Item 2. Properties

Our corporate headquarters is located in San Francisco, California, where we lease approximately 53,000 square feet for office space, pursuant to a lease agreement that expires in September 2027, subject to the terms thereof. We also lease approximately 10,000 square feet of office space in Montreal, that expires in October 2030, and we lease co-working office spaces in Bangalore and Minneapolis, as well as on-demand co-working office spaces in Seattle, New York City, Denver, Austin and Chicago, which are used as needed.

We believe that our facilities are suitable to meet our current needs. We intend to expand our facilities or add new facilities as we grow, and we believe that suitable additional or alternative spaces will be available on commercially reasonable terms, if required.

Item 3. Legal Proceedings

From time to time, we may be involved in various legal proceedings or subject to claims and investigations in the ordinary course of business. We are not presently a party to any litigation to which the outcome, we believe, if determined adversely to us, would individually or taken together have a material adverse effect on our business, results of operations, or financial condition. Future litigation may be necessary to defend ourselves and our clients by determining the scope, enforceability, and validity of third-party proprietary rights, to establish our proprietary rights, or for other matters. Involvement in such proceedings is costly and can impose a significant burden on management and employees. We cannot predict the results of any such proceedings, claims, or investigations, and despite the potential outcomes, the existence thereof may have a material adverse impact on us due to diversion of management time and attention as well as the financial costs related to resolving such matters.

Item 4. Mine Safety Disclosures

Not applicable.

Part II

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

Market Information for Common Stock

Our Class A common stock has been listed on the NYSE under the symbol “HNGE” since May 22, 2025. Prior to that date, there was no public trading market for our Class A common stock.

Our Class B common stock is neither listed nor publicly traded.

Holders of Record

As of the close of business on February 23, 2026, there were 52 registered holders of record of our Class A common stock. The actual number of stockholders is greater than this number of record holders and includes an indeterminate number of stockholders who are beneficial owners but whose shares are held in street name by brokers and other nominees.

As of the close of business on February 23, 2026, there were 17 registered holders of record of our Class B common stock.

Dividend Policy

We have never declared or paid cash dividends on our capital stock. We currently intend to retain all available funds and future earnings and do not anticipate declaring or paying any cash dividends in the foreseeable future. Any future determination regarding the declaration and payment of dividends will be at the discretion of our board of directors and will depend on then-existing conditions, including our financial condition, operating results, contractual restrictions, capital requirements, business prospects, and other factors our board of directors may deem relevant.

Recent Sales of Unregistered Securities

None.

Use of Proceeds from Initial Public Offering of Class A Common Stock

In May 2025, we completed our initial public offering (our “IPO”), in which we issued and sold an aggregate of 8,522,528 shares of our Class A common stock, and certain of our stockholders sold 7,193,372 shares of Class A common stock at a public offering price of $32.00 per share. The offer and sale of all of the shares in the IPO were registered under the Securities Act pursuant to a registration statement on Form S-1 (File No. 333-285682), which was declared effective by the SEC on May 21, 2025. We received aggregate proceeds of $255.7 million, net of underwriting discounts and commissions before deducting offering expenses payable by us. There has been no material change in the expected use of the net proceeds from our IPO as described in the final prospectus, dated May 21, 2025 and filed with the SEC on May 23, 2025 pursuant to Rule 424(b) of the Securities Act.

Purchases of Equity Securities by the Issuer and Affiliated Purchasers

During the three months ended December 31, 2025, stock repurchases were as follows:

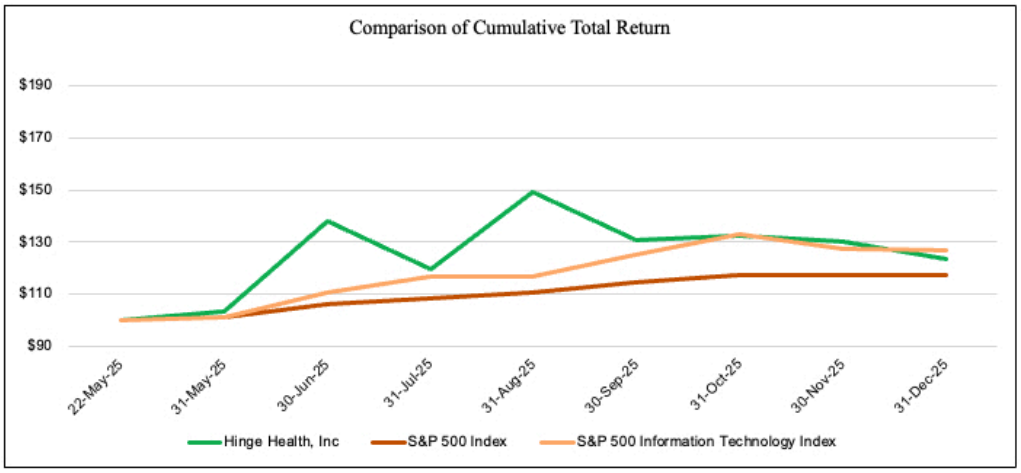
	Total number of shares purchased	Average price paid per share	Total number of shares purchased as part of publicly announced programs	Approximate dollar value of shares that may yet be purchased under the program ($ stated in thousands)
October 1, 2025 - October 31, 2025	—	$ —	—	$ —
November 1, 2025 - November 30, 2025	797,002	$ 45.59	797,002	$ 213,664
December 1, 2025 - December 31, 2025	587,483	$ 48.78	587,483	$ 185,000
	1,384,485	$ 46.95	1,384,485	

On November 10, 2025, our board of directors approved a share repurchase program with authorization to purchase up to $250.0 million of our outstanding Class A Common Stock. Repurchases under the program may be made in the open market, in privately negotiated transactions or by other methods, with the amount and timing of repurchases to be determined at our discretion, depending on market conditions and corporate needs. As of December 31, 2025, we had repurchased an aggregate of 1,384,485 shares of our Class A common stock under the share repurchase program and we had a remaining authorization of approximately $185.0 million for future share repurchases.

Stock Performance Graph

This performance graph shall not be deemed "soliciting material" or to be "filed" with the SEC for purposes of Section 18 of the Exchange Act, or otherwise subject to the liabilities under that Section, and shall not be deemed to be incorporated by reference into any of our other filings under the Securities Act or the Exchange Act.

The graph below compares the cumulative total stockholder return on our Class A common stock with the cumulative total return on the S&P 500 Index and the S&P 500 Information Technology Index through December 31, 2025, assuming an initial investment of $100 at the market close price on May 22, 2025, the date our Class A stock commenced trading on the NYSE. Data for the S&P 500 Index and the S&P 500 Information Technology Index assumes reinvestment of dividends.



The comparisons in the graph above are based upon historical data and are not indicative of, nor intended to forecast, future performance of our Class A common stock.

Item 6. [Reserved]

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

The following discussion and analysis of our financial condition and results of operations should be read in conjunction with the condensed consolidated financial statements and related notes included elsewhere in this Annual Report. This discussion contains forward-looking statements that involve risks and uncertainties and our actual results, events or circumstances could differ materially from those described in forward-looking statements. Factors that could cause or contribute to such differences include those identified below and those discussed in the section titled "Risk Factors" and other parts of this Annual Report. Our historical results are not necessarily indicative of the results that may be expected for any period in the future. Unless the context otherwise requires, all references in this Annual Report to "we," "us," "our," "our company," and "Hinge Health" refer to Hinge Health, Inc. and its consolidated subsidiaries, and references to our "common stock" include our Class A common stock and Class B common stock. Our fiscal year ends on December 31.

Overview

Our vision is to build a new health system that transforms outcomes, experience and costs by using technology to scale and automate the delivery of care.

Hinge Health leverages software, including AI, to automate care for joint and muscle health, delivering an outstanding member experience, improved member outcomes, and cost reductions for our clients. We have designed our platform to address a broad spectrum of MSK care—from acute injury, to chronic pain, to post-surgical rehabilitation. Members receive personalized and automated MSK care through our AI-powered motion tracking technology and a proprietary electrical nerve stimulation wearable device, all designed and monitored by our AI-supported care team of licensed physical therapists, physicians, and board-certified health coaches. Our platform can help to ease members' pain, improve their function, and reduce their need for surgeries, all while driving health equity by allowing members to engage in their exercise therapy sessions from anywhere and embrace movement as a way of life.

We have developed an efficient go-to-market model by working directly with our partners and clients. We seek to be the most validated and the easiest to buy solution on the market. Our clients are primarily self-insured employers and include many of the nation's leading enterprises across a broad range of industries and sizes. Within this segment, we also serve many public sector self-insured employers, such as state and local city governments and labor unions. In most instances, for our self-insured clients, we partner with clients' health plans, TPAs, PBMs, or other ecosystem entities to reduce the friction of contracting, procurement, security and IT reviews, onboarding, and billing. We also serve health plans' fully-insured and Medicare Advantage populations and federal insurance plans.

We believe that we grow efficiently because of our scalable, repeatable go-to-market model. We sell through our direct sales force and our partners. Once we contract with a client, we are most often the sole digital MSK care provider offered to their contracted lives for an average contract term of three years. For the term of each contract, we are able to enroll, engage, and re-engage the client's eligible lives, driving a recurring, repeatable revenue model. As of December 31, 2025, we had over 60 partners. Our partners include the five largest national health plans by self-insured lives, and the top three PBMs by market share.

Our software-led, AI-powered delivery model not only aims to provide a better experience for our members and a less expensive alternative for our clients, but also allows us to innovate and continuously improve our platform. Our AI-powered motion tracking technology, TrueMotion, allows us to deliver highly scalable care remotely and reduce the human hours associated with traditional physical therapy. According to our estimates based on data from 2025, our platform reduced the number of human care team hours associated with traditional physical therapy by approximately 97%. We have done this while improving our high member satisfaction over time.

We are a research-led organization and routinely expand our platform with new programs, capabilities, and features. Over the last four years, we launched new programs to address six additional affected areas; launched Enso to deliver a non-addictive, non-invasive alternative for pain relief; developed HingeConnect for real-time targeted care support and external provider coordination; and integrated TrueMotion, our proprietary AI-powered motion tracking technology, to replace wearable sensors for our members. In 2022, we launched women's pelvic health, a specialized care program within our chronic program, and, in 2023, we launched and began selling a fall prevention program for eligible lives in our Medicare Advantage population. In 2025, we launched our high-performance in-person provider network for MSK care, HingeSelect, which allows us to now provide members with end-to-end MSK care while further reducing costs for members, employers, and health plans.

Recent Developments

Initial Public Offering

In May 2025, we completed our IPO, in which we issued and sold an aggregate of 8,522,528 shares of our Class A common stock, and certain of our stockholders sold 7,193,372 shares of Class A common stock at a public offering price of $32.00 per share. We received aggregate proceeds of $255.7 million, net of underwriting discounts and commissions before deducting offering expenses payable by us. We used substantially all of the proceeds from the IPO to pay employee taxes for the settlement of RSUs and PRSUs. Immediately prior to the completion of the IPO, we amended and restated our certificate of incorporation to provide for (i) the reclassification of all outstanding shares of our common stock (other than those held by our Founders and their affiliates) into an equal number of shares of Class A common stock, (ii) the reclassification of all shares of our common stock underlying outstanding equity awards under our 2017 Equity Incentive Plan (the "2017 Plan") (other than those held by our Founders) into shares of Class A common stock pursuant to an amendment to the 2017 Plan, (iii) the reclassification of all outstanding common stock held by our Founders and their affiliates into an equal number of shares of Class B common stock, (iv) the reclassification of all shares of the Company's common stock underlying outstanding equity awards under our 2017 Plan held by our Founders into shares of Class B common stock pursuant to an amendment to the 2017 Plan, (v) the amendment of the terms of the outstanding Series E preferred stock, to provide that such shares are initially convertible into shares of Class B common stock, (vi) the automatic conversion and reclassification of 42,986,472 of outstanding shares of our redeemable convertible preferred stock, or all outstanding shares of Series A-1, Series A-2, Series B, Series C, Series C-1, and Series D redeemable convertible preferred stock, into an aggregate of 42,986,472 shares of Class B common stock, and (vii) the voluntary conversion of 1,748,504 outstanding shares of Series E preferred stock into the same amount of shares of Class B common stock.

Upon the effectiveness of the registration statement on Form S-1 relating to our IPO (the "IPO Registration Statement"), the time based and performance vesting condition of certain RSUs and PRSUs was met, and we recognized $571.4 million of stock-based compensation expense for the portion of the service period completed by employees and service providers from the grant date through the effectiveness of the IPO Registration Statement, as further described in Note 9, *Common Stock, Equity Incentive Plans and Stock-Based Compensation* to the consolidated financial statements included elsewhere in this Annual Report.

Our Business Model

Go-to-Market Motion—Revenue Generation Process

We have rapidly grown our client base, expanding to 2,830 clients as of December 31, 2025, compared to 2,256 clients as of December 31, 2024, compared to 1,657 clients as of December 31, 2023. This expansion has given us access to an increased number of contracted lives, which grew to approximately 25 million as of December 31, 2025 from 20 million as of December 31, 2024, and 16 million as of December 31, 2023. There are two ways we increase our contracted lives: through new client additions and through accessing additional contracted lives within a current client.

The majority of our revenue is generated from clients who are self-insured employers. We are increasingly diversifying our revenue through our partners into the fully-insured employers and Medicare Advantage markets (whereby the health plan is the client and purchasing entity). Our typical sales cycle is five months between initial engagement and entering into a signed contract with a client; however, our sales cycle can be more than 12 months for larger enterprise clients and fully-insured and Medicare Advantage plans. We sell an annual subscription model, whereby clients only pay for members that engage with our programs. We primarily recognize revenue ratably over the 12 months after an eligible life becomes a member, and as such our revenue has historically been highly predictable.

Depending on a client's needs, we have the ability to contract directly or through one of our many partners. Similarly, we are able to invoice a client directly or submit via claims through a client's health plan. If a client chooses to pay via claims through a health plan, the cost typically comes directly out of their medical budget for the year and is embedded in their medical costs, rather than a separate discretionary budget. Allocation of the spend on Hinge Health to the client's existing healthcare budget enables faster implementation as it avoids a potentially lengthy approval process. Our agreements with partners help us simplify contracting and implementation with clients. In 2025, the vast majority of our contracts were completed via our partners, negating the need for many clients to contract directly with us since many clients can leverage existing contracts through our partners. This is a significant strategic advantage for us as it enables implementation and launch of our platform as quickly as a few weeks after entering into a contract. As a result, most implementations are completed in a 40-100 day period.

Once our platform is launched, clients only pay for the members that engage with our programs. We typically provide various performance guarantees to our clients that may include engagement thresholds, member reported outcomes, and return on investment, where we put a portion of our fees at risk. We have historically paid an immaterial amount related to these performance guarantees. Upon onboarding, a member's paid subscription is for one year. To increase awareness within our clients' employee bases, we have an enrollment marketing team that engages with our partners and our clients' human resources benefits team in targeted marketing campaigns to encourage eligible lives who would benefit from our platform to enroll.

We are able to bill our clients once an eligible life enrolls in our platform and performs a billable activity, in accordance with our clients' billing arrangements. Some of our clients are billed for the entirety of the members' annual subscriptions, and some are billed in milestone-based payments, based on a subscription fee per member per year. We also offer an engagement-based pricing model in which clients are billed based on an annual upfront platform fee per member plus a fee per each completed session.

The majority of new clients enter into contracts with us in the second half of each calendar year, which aligns with the typical employee benefit enrollment period. We launch our platform for most of these clients in the first half of the following calendar year. We have seen varying levels of intra-year launches since our inception. While some clients choose to sign and launch within the same year, these are generally a much smaller percentage of our business. Due to these patterns and our annual subscription-based model, the timing of our revenue has generally been predictable. Our calculated billings, however, show seasonality with fluctuations based on the timing of new client launches and number of intra-year launches. Historically, our calculated billings are highest in the second quarter of the year, as this is when we are able to bill the majority of clients who entered into contracts in the preceding year. Consequently, our free cash flow is typically highest in the second or third quarter and is usually lowest in the first quarter due to increased new client onboarding expenses preceding cash inflows in the first quarter, and slowing billings associated with the holidays in the prior fourth quarter. We anticipate that this seasonality will continue, though may fluctuate year to year, and therefore focus on LTM calculated billings as a result. Given the annual subscription model and ratable revenue recognition, however, our quarterly revenue stream has historically been highly predictable and has not displayed the same seasonality trends.

Key Factors Affecting Our Performance

Our business model delivers value for our clients by lowering MSK care costs and driving positive member outcomes. We believe that our business performance and results of operations have been, and will continue to be, affected by many factors, including those below. While these key factors present significant opportunities, they also represent challenges that we must successfully address in order to sustain and grow our business and improve our results of operations.

Ability to Grow and Retain our Client Base and Contracted Lives

Adding new clients is one of the key pillars of our growth strategy. Our partners are a key part of this effort as they assist in the self-insured employer sales process with Hinge Health as their preferred partner. This partnership model allows for simplicity and speed in the contracting and implementation of new clients, including security and IT compliance, billing, and payments, and provides for efficiency in our sales motion as well. While these partnerships are important and enhance our operational efficiency, we can and do engage directly with clients. In addition to self-insured employers, which currently make up the majority of our business, we also serve the fully-insured employers market and the Medicare Advantage and federal insurance plans markets. Our growth and financial results will depend on our ability to efficiently expand access to or acquire more contracted lives in the market segments where we plan to focus our growth efforts, as well as retain our existing clients.

Retaining our existing clients is also integral to our success. Our software-led, AI-powered delivery model aims to provide a better experience for our members and a less expensive alternative for our clients. Once we contract with a client, we are typically the sole digital MSK care provider to their contracted lives for an average contract term of three years. Our 12-month client retention rate was 97% as of December 31, 2025.

Expansion of Members within Existing Clients

We also intend to grow by expanding the number of enrollments of eligible lives within our launched clients. The long-term value of our platform to our clients increases as our clients' eligible lives increase adoption and usage of our platform. We focus on new product adoption, targeted interventions, brand awareness and marketing, and leverage our partnerships and referrals as methods of reaching more of our eligible lives.

Innovation and Client Product Adoption

We are committed to continuous innovation at Hinge Health. We believe the market for digital MSK care is still in its early stages and intend to continue investing for long-term growth. We enable positive member outcomes and proven cost reductions by pairing AI-powered motion tracking technology and wearable pain relief and have continually driven innovations in MSK care since 2014.

These innovations include TrueMotion, our proprietary AI-powered motion tracking technology, Enso, our FDA-cleared, wearable device for lasting pain relief, and HingeConnect, our proprietary AI-driven database for real-time care interventions and external provider coordination. We also launched specialized care for women's pelvic health and a fall prevention program to help adults aged 65 and older improve their physical abilities. In 2025, we launched HingeSelect, our high performance in-person provider network for MSK care. All of our programs are available in use from a single application, with members having the ability to treat multiple indications at one point.

Expansion of Client Base in New Markets

We see opportunities to expand beyond our current markets of self-insured and fully-insured employers, Medicare Advantage plans, and federal insurance plans. We currently primarily cover eligible lives within the U.S. and we are in the early stages of our global expansion. We offer our global program in multiple international countries, focused on clients that are U.S.-based multinational corporations. We are also looking to expand into additional government agencies and government healthcare programs such as Medicare and Medicaid.

Sales Cycle and Intra-Year Launches

Given our typical sales cycle, we experience seasonality in our business that has historically resulted in higher calculated billings and related costs during certain periods. A majority of clients enter contracts with us in the second half of each calendar year, in line with the typical employee benefit enrollment period. Most of these clients are launched in the first half of the following calendar year. We have seen varying levels of intra-year launches since our inception. While some clients choose to sign and launch within the same year, these clients represent a much smaller percentage of our clients. We believe that any improvements in the speed at which we can sign and launch new clients can increase our revenue in a given year. Through strategic partnerships with health plans, PBMs, TPAs, and other ecosystem entities, we have streamlined our implementation process to enable activation in a 40–100 day period compared to what we believe is a typically much longer implementation period in healthcare.

Successful Management of Changes to Macroeconomic Conditions

We believe our business is resilient even in difficult macroeconomic conditions given our focus on delivering positive outcomes for our members and ROI for our clients. In tougher economic periods, our business continued to see substantial growth as cost management became an even higher priority for clients. Our cost base is mostly variable, and we maintain strong operational focus with efficiency improvement targets for every function within the company.

In April 2024, we announced a restructuring plan (the "2024 Restructuring Plan") to reduce our workforce by approximately 160 people, or approximately 10% of our workforce, to simplify our operations and better align resources with priorities. Restructuring charges were $7.5 million, which consisted of employee transition, severance payments, and employee benefits. The execution of the 2024 Restructuring Plan was completed by December 31, 2024.

Key Metrics

We monitor the following key metrics to help us evaluate our business, identify trends affecting our business, formulate business plans and make strategic decisions. We believe the following metrics are useful in evaluating our business. We present clients and LTM calculated billings on a quarterly basis. We present members and LTM average eligible lives on an annual basis as these metrics may create an inaccurate picture of our business on a quarterly basis primarily due to timing of launches and member enrollments in a given period.

	December 31,		
	2025	2024	2023
Members	782,890	532,326	370,526
LTM average eligible lives (in thousands)	20,105	15,747	12,181
Clients	2,830	2,256	1,657
LTM calculated billings (in thousands)	$ 671,418	$ 467,504	$ 328,827

Members: Growth in the number of members is an indicator of penetration of our platform and programs within clients and expansion of our client base. This metric is a key driver of our calculated billings and provides an indication of our future revenue performance. We calculate the number of members at the end of a particular period based on the total number of eligible lives who have engaged with our platform in the last 12 months and whose engagements have been billed or are contractually eligible to be billed.

LTM Average Eligible Lives: This represents the population to whom we can market and offer our solutions. As eligible lives can fluctuate throughout the year given changes in our clients' populations, we take the average of the clients who are live in the first quarter to those who are live at the end of the last quarter in a given 12-month period to best determine the number of lives we had access to convert into members. Our management uses LTM average eligible lives to model the business and measure the enrollment we are able to achieve within our client base.

Clients: We view this number as an important metric to assess the performance of our business as an increased number of clients drives growth, increases brand awareness, and helps provide scale to our business. Clients are defined as businesses or organizations, which we call entities, that have at least one active agreement with us at the end of a particular period. Entities that procure our platform through our partners are counted as individual clients. We do not count our partners as clients, unless they also separately have at least one active client agreement with us. When a partner has an agreement with us for their fully-insured population, that partner is deemed to be one client, despite there being multiple fully-insured employers within that entity that have access to our platform.

LTM Calculated Billings: We believe calculated billings on a last 12-months basis helps investors better understand our performance for a particular period given the seasonality in our model due to quarterly fluctuations based on the timing of new client launches and number of intra-year launches. We anticipate that this seasonality will continue and therefore focus on LTM calculated billings. Our revenue generally does not reflect this seasonality and these quarterly fluctuations given that we recognize revenue ratably over the term that members have access to our platform. LTM calculated billings are defined as total revenue, plus the change in deferred revenue, less the change in contract assets for a given 12-month period.

Components of Results of Operations

Revenue

Revenue is the income generated from member subscription fees paid to access our technology platform to treat and prevent MSK pain. Revenue recognition begins once a billable activity is completed and is typically ratable over the 12-month member subscription period. Due to the timing of our sales cycle, revenue from new clients contracted in a given year is largely recognized in the following year.

Cost of Revenue

Cost of revenue consists of costs that are related to the delivery of our platform. These costs primarily include personnel-related costs, including employee salaries, stock-based compensation, and other related expenses for our care team, support operations personnel, and site reliability engineering personnel. Cost of revenue also includes inventory costs, which are amortized over the member's subscription period, provisions for excess and obsolete inventory, and technology support costs, which include hosting and information technology costs and amortization of internal-use software. In order to support the growth of our business and serve our members and clients, we expect our cost of revenue to increase on an absolute dollar basis as our revenue increases, and we expect our cost of revenue to fluctuate on a quarterly basis and grow on an annual basis.

Gross Profit and Gross Margin

Gross profit represents revenue less cost of revenue. Gross margin is gross profit expressed as a percentage of revenue and is affected by several factors, including the timing of the acquisition of new clients and launch of our programs, our introduction of new programs, and the extent to which we can increase the efficiency of our technology through ongoing improvements, cost reduction, and operational efficiency. We expect our gross profit to increase on an absolute dollar basis over time primarily due to an increase in revenue and we expect gross margin to fluctuate from quarter to quarter.

Research and Development

Research and development expenses consist primarily of personnel-related costs, including employee salaries, stock-based compensation, and other related expenses for our engineering and product teams that are responsible for enhancing our platform and developing new or enhanced programs. Research and development expenses also include costs for third-party services and contractors and software-related costs. We capitalize internal-use software development costs that qualify for capitalization and appropriately reduce research and development expenses. We expect research and development expenses will increase on an absolute dollar basis as we continue to enhance our platform and develop new and enhanced programs.

Sales and Marketing

Sales and marketing expenses consist primarily of personnel-related costs, including employee salaries, stock-based compensation, and other related expenses, internal and third-party sales commissions, and marketing and promotional expenses. We amortize third-party sales commissions and amortize a portion of internal sales commissions over the respective benefit periods. We expect sales and marketing expenses will increase on an absolute dollar basis as we continue to grow our business and expand into new markets, and we expect sales and marketing expenses will fluctuate on a quarterly basis to align with our member enrollment trends.

General and Administrative

General and administrative expenses consist primarily of personnel-related costs, including employee salaries, stock-based compensation, and other related expenses for finance, legal, human resources, and other administrative related teams. General and administrative expenses also include third-party professional services for outside legal and accounting services, information technology and software related costs, and other corporate related expenses. We expect general and administrative expenses will increase as we continue to grow our business and incur compliance costs associated with being a publicly-traded company, including legal, audit, insurance, and consulting fees.

Other Income, Net

Other income, net consists primarily of income earned from our cash deposits held in interest-bearing accounts.

Provision For (Benefit From) Income Taxes

Provision for (benefit from) income taxes consists primarily of income taxes in U.S. federal, state, and local jurisdictions and certain foreign jurisdictions in which we conduct business. We maintain a full valuation allowance on our U.S. federal and state net deferred tax assets as we have concluded that it is not more likely than not that the deferred tax assets will be realized.

Results of Operations

For a discussion of our consolidated statement of operations data for the year ended December 31, 2024 compared to December 31, 2023, refer to the section titled “Management’s Discussion and Analysis of Financial Condition and Results of Operations” in our Prospectus filed with the SEC pursuant to Rule 424(b)(4) under the Securities Act of 1933, as amended, on May 23, 2025.

The following tables set forth selected consolidated statements of operations data and such data as a percentage of revenue for each of the periods indicated.

	Year Ended December 31,		
	2025	2024	2023
		(in thousands)	
Revenue	$ 587,860	$ 390,404	$ 292,730
Cost of revenue [1]	119,638	90,502	98,551
Gross profit	468,222	299,902	194,179
Operating expenses:			
Research and development [1]	368,137	100,839	110,058
Sales and marketing [1]	316,951	167,058	147,619
General and administrative [1]	329,505	63,915	67,016
Total operating expenses	1,014,593	331,812	324,693
Loss from operations	(546,371)	(31,910)	(130,514)
Other income:			
Other income, net	19,108	20,654	21,968
Net loss before income taxes	(527,263)	(11,256)	(108,546)
Provision for (benefit from) income taxes	998	677	(405)
Net loss	$ (528,261)	$ (11,933)	$ (108,141)

(1) Includes stock-based compensation expense as follows:

	Year Ended December 31,		
	2025	2024	2023
		(in thousands)	
Cost of revenue	$ 18,969	$ 97	$ 166
Research and development	264,587	202	495
Sales and marketing	106,043	223	511
General and administrative	253,410	217	473
Total stock-based compensation	$ 643,009	$ 739	$ 1,645

	Year Ended December 31,		
	2025	2024	2023
	(as percentage of revenue)		
Revenue	100 %	100 %	100 %
Cost of revenue	20 %	23 %	34 %
Gross profit	80 %	77 %	66 %
Operating expenses:			
Research and development	63 %	26 %	38 %
Sales and marketing	54 %	43 %	50 %
General and administrative	56 %	16 %	23 %
Total operating expenses	173 %	85 %	111 %
Loss from operations	(93)%	(8)%	(45)%
Other income:			
Other income, net	3 %	5 %	8 %
Net loss before income taxes	(90)%	(3)%	(37)%
Provision for (benefit from) income taxes	— %	— %	— %
Net loss	(90)%	(3)%	(37)%

Note: Totals of percentage of revenue may not sum due to rounding.

Comparison of the Year Ended December 31, 2025 and 2024

Revenue

	Year Ended December 31,		Change	
	2025	2024	$	%
	(in thousands, except percentages)			
Revenue	$ 587,860	$ 390,404	$ 197,456	51 %

Revenue for the year ended December 31, 2025 increased by $197.5 million, or 51%, compared to the year ended December 31, 2024. The increase was primarily due to revenue growth from existing clients. Due to the timing of our sales cycle, revenue from new clients contracted in a given year is largely recognized in the following year. As such, the majority of our revenue growth during the year ended December 31, 2025 came from existing clients that were contracted in 2024 or prior. The increase within existing clients was the result of retaining members within, and adding more members to, our existing client base.

Cost of Revenue

	Year Ended December 31,		Change	
	2025	2024	$	%
	(in thousands, except percentages)			
Cost of revenue	$ 119,638	$ 90,502	$ 29,136	32 %

Cost of revenue for the year ended December 31, 2025 increased by $29.1 million, or 32%, compared to the year ended December 31, 2024. The increase was due to an increase of $18.9 million in stock-based compensation expense, which was primarily related to the satisfaction of certain vesting criteria achieved with the IPO. The increase was also due to an increase of $4.3 million in inventory costs, $4.1 million in hosting costs and $1.7 million in personnel-related costs.

Gross Profit and Gross Margin

	Year Ended December 31,		Change	
	2025	2024	$	%
	(in thousands, except percentages)			
Gross profit	$ 468,222	$ 299,902	$ 168,320	56 %
Gross margin	80 %	77 %		

Gross margin for the year ended December 31, 2025 increased by 3 percentage points compared to the year ended December 31, 2024. The increase was primarily due to an increase in efficiencies related to our care team and supply chain operations, partially offset by an increase in stock-based compensation expense.

Operating Expenses

Research and Development

	Year Ended December 31,		Change	
	2025	2024	$	%
	(in thousands, except percentages)			
Research and development	$ 368,137	$ 100,839	$ 267,298	265 %

Research and development expenses for the year ended December 31, 2025 increased by $267.3 million, or 265%, compared to the year ended December 31, 2024. The increase was due to an increase of $264.4 million in stock-based compensation expense, which was primarily related to the satisfaction of certain vesting criteria achieved with the IPO. In addition, there was an increase of $11.5 million in employer payroll taxes related to stock-based compensation, which was partially offset by a decrease of $6.0 million in personnel-related costs and a decrease of $3.4 million in restructuring expenses as compared to the year ended December 31, 2024 when we incurred restructuring expenses related to the 2024 Restructuring Plan.

Sales and Marketing

	Year Ended December 31,		Change	
	2025	2024	$	%
	(in thousands, except percentages)			
Sales and marketing	$ 316,951	$ 167,058	$ 149,893	90 %

Sales and marketing expenses for the year ended December 31, 2025 increased by $149.9 million, or 90%, compared to the year ended December 31, 2024. The increase was due to an increase of $105.8 million in stock-based compensation expense, which was primarily related to the satisfaction of certain vesting criteria achieved with the IPO. In addition, there was an increase of $19.4 million in commissions, $18.7 million in marketing, promotion and enrollment costs, $3.8 million in payroll-related costs and $3.0 million in employer payroll tax expense related to stock-based compensation expense, which were partially offset by a decrease of $1.9 million in restructuring expenses as compared to the year ended December 31, 2024 when we incurred restructuring expenses related to the 2024 Restructuring Plan.

General and Administrative

	Year Ended December 31,		Change	
	2025	2024	$	%
	(in thousands, except percentages)			
General and administrative	$ 329,505	$ 63,915	$ 265,590	416 %

General and administrative expenses for the year ended December 31, 2025 increased by $265.6 million, or 416%, compared to the year ended December 31, 2024. The increase was due to an increase of $253.2 million in stock-based compensation expense, which was primarily related to the satisfaction of certain vesting criteria achieved with the IPO. In addition, there was an increase of $7.3 million from employer payroll taxes related to stock-based compensation expense and $4.9 million in professional related expenses due to compliance activities, which were partially offset by a decrease of $1.5 million in expenses as compared to the year ended December 31, 2024 when we incurred restructuring expenses related to the 2024 Restructuring Plan.

Other Income, Net

	Year Ended December 31,		Change	
	2025	2024	$	%
	(in thousands, except percentages)			
Other income, net	$ 19,108	$ 20,654	$ (1,546)	(7)%

Other income, net for the year ended December 31, 2025 decreased $1.5 million, compared to the year ended December 31, 2024. The decrease was primarily due to lower interest earned on our cash, cash equivalents, and marketable securities held in interest-bearing accounts.

Provision for Income Taxes

	Year Ended December 31,		Change	
	2025	2024	$	%
	(in thousands, except percentages)			
Provision for income taxes	$ 998	$ 677	$ 321	47 %

Provision for income taxes for the year ended December 31, 2025, increased by $0.3 million, or 47%, compared to the year ended December 31, 2024. This increase was primarily due to an increase in state and foreign taxes.

Non-GAAP Financial Measures

In addition to our results prepared in accordance with GAAP, we believe the following non-GAAP financial measures, including non-GAAP gross profit and gross margin, non-GAAP income (loss) from operations and operating margin, and free cash flow and free cash flow margin included in this Annual Report, provide users of our financial information with additional useful information in evaluating our performance and liquidity and allows them to more readily compare our results across periods without the effect of non-cash and other items as detailed below. Additionally, our management and board of directors use our non-GAAP financial measures to evaluate our performance and liquidity, identify trends and make strategic decisions.

There are limitations to the use of the non-GAAP financial measures presented in this Annual Report. For example, our non-GAAP financial measures may not be comparable to similarly titled measures of other companies. Other companies, including companies in our industry, may calculate non-GAAP financial measures differently than we do, limiting the usefulness of those measures for comparative purposes. Our non-GAAP financial measures should not be considered in isolation or as alternatives to gross profit, gross margin, income (loss) from operations, net cash provided by (used in) operating activities or any other measure of financial performance calculated and presented in accordance with GAAP.

Non-GAAP Gross Profit and Gross Margin

We define non-GAAP gross profit as gross profit presented in accordance with GAAP, adjusted to exclude non-cash, non-operational and non-recurring items, including excess and obsolete inventory charges related to our AI-powered motion tracking technology transition, stock-based compensation expense, employer payroll tax expense related to stock-based compensation, amortization of intangible assets, and restructuring and other expenses. We define non-GAAP gross margin as non-GAAP gross profit divided by revenue.

The principal limitation of non-GAAP gross profit and non-GAAP gross margin is that they exclude significant expenses that are required by GAAP to be recorded in our consolidated financial statements, including non-cash expenses, and the impact of non-recurring charges that we do not consider to be indicative of our ongoing core operations.

The following table provides a reconciliation of non-GAAP gross profit and non-GAAP gross margin to gross profit and gross margin, which are the most directly comparable financial measures presented in accordance with GAAP:

	Year Ended December 31,	
	2025	2024
	(in thousands, except percentages)	
GAAP gross profit	$ 468,222	$ 299,902
GAAP gross margin	80 %	77 %
Non-GAAP adjustments:		
Excess and obsolete inventory charges [1]	—	1,812
Stock-based compensation expense [2]	18,969	97
Employer payroll tax expense related to stock-based compensation	1,080	—
Amortization of intangible assets	854	378
Restructuring and other expenses	—	691
Non-GAAP gross profit	$ 489,125	$ 302,880
Non-GAAP gross margin	83 %	78 %

(1) Reflects our strategic decision in the first half of 2023 to shift away from providing kits with tablets and wearable sensors. As part of this shift, we began to provide access to our platform through our app on members' personal smartphones or tablets and replaced all sensors for members with our proprietary AI-powered motion tracking technology.

(2) For further stock-based compensation expense details, see the section titled "Non-GAAP Income (Loss) From Operations and Operating Margin" below.

Non-GAAP Income (Loss) From Operations and Operating Margin

We define non-GAAP income (loss) from operations as income (loss) from operations presented in accordance with GAAP, adjusted to exclude non-cash, non-operational and non-recurring items, including excess and obsolete inventory charges related to our AI-powered motion tracking technology transition, stock-based compensation expense, employer payroll tax expense related to stock-based compensation, amortization of intangible assets, restructuring and other expenses and acquisition-related expenses. We define non-GAAP operating margin as non-GAAP income (loss) from operations divided by revenue.

The principal limitation of non-GAAP income (loss) from operations and non-GAAP operating margin is that they exclude significant expenses that are required by GAAP to be recorded in our consolidated financial statements, including non-cash expenses, and the impact of non-recurring charges that we do not consider to be indicative of our ongoing core operations.

The following table provides a reconciliation of non-GAAP income (loss) from operations and operating margin to income (loss) from operations and operating margin, the most directly comparable financial measures presented in accordance with GAAP:

	Year Ended December 31,	
	2025	2024
	(in thousands, except percentages)	
GAAP income (loss) from operations	$ (546,371)	$ (31,910)
GAAP operating margin	(93)%	(8)%
Non-GAAP adjustments:		
Excess and obsolete inventory charges [1]	—	1,812
Stock-based compensation expense [2]	643,009	739
Employer payroll tax expense related to stock-based compensation	16,612	(6,253)
Amortization of intangible assets	854	378
Restructuring and other expenses	—	8,495
Acquisition-related expenses	5,351	643
Non-GAAP income (loss) from operations	$ 119,455	$ (26,096)
Non-GAAP operating margin	20 %	(7)%

(1) Reflects our strategic decision in the first half of 2023 to shift away from providing kits with tablets and wearable sensors. As part of this shift, we began to provide access to our platform through our app on members' personal smartphones or tablets and replaced all sensors for members with our proprietary AI-powered motion tracking technology.

(2) Stock-based compensation expense:

	Year Ended December 31,	
	2025	2024
	(in thousands)	
Cost of revenue	$ 18,969	$ 97
Research and development	264,587	202
Sales and marketing	106,043	223
General and administrative	253,410	217
	$ 643,009	$ 739

Free Cash Flow and Free Cash Flow Margin

We define free cash flow as net cash provided by (used in) operating activities plus cash used for employer payroll taxes at IPO related to stock-based compensation and less purchases of property, equipment and software (including capitalized internal-use software). We believe that free cash flow is a helpful indicator of liquidity that provides information to management and investors about the amount of cash generated or used by our operations that, after taking into account the employer payroll taxes paid as part of the vesting of shares at IPO as well as investments in property, equipment and software (including capitalized internal-use software), can be used for strategic initiatives, including investing in our business and strengthening our financial position. The principal limitation of free cash flow is that it does not represent the total increase or decrease in our cash balance for a given period. We define free cash flow margin as free cash flow divided by revenue.

The following table provides a reconciliation of free cash flow and free cash flow margin to net cash provided by (used in) operating activities and operating cash flow margin, the most directly comparable financial measures presented in accordance with GAAP:

	Year Ended December 31,	
	2025	2024
	(in thousands, except percentages)	
Net cash provided by operating activities	$ 171,441	$ 49,002
Operating cash flow margin	29 %	13 %
Adjustment for employer taxes at IPO related to stock-based compensation	14,227	—
Less purchases of property, equipment and software (including capitalized internal use software)	(6,064)	(3,773)
Free cash flow	$ 179,604	$ 45,229
Free cash flow margin	31 %	12 %

Liquidity and Capital Resources

We have historically financed our operations primarily through net proceeds from the sale of our redeemable convertible preferred stock and payments received from our clients. In May 2025 we completed our IPO and received aggregate proceeds of $255.7 million, net of underwriting discounts and commissions before deducting offering expenses payable by us. We used substantially all of the proceeds from the IPO to pay employee taxes for the settlement of RSUs and PRSUs.

As of December 31, 2025, our principal sources of liquidity were cash and cash equivalents of $208.0 million, and marketable securities of $269.0 million. Our cash and cash equivalents consist of cash in bank accounts, money market accounts, and other highly liquid investments with original maturities of 90 days or less from the date of purchase. Our marketable securities consist of U.S. treasury securities, investment-grade corporate bonds, government agency securities, and commercial paper. Our primary uses of cash are personnel-related, inventory and selling, marketing and related costs.

We believe our existing cash, cash equivalents, and marketable securities will be sufficient to meet our working capital and capital expenditure needs for at least the next 12 months, though we may require additional capital resources in the future. Our future capital requirements will depend on many factors, including our growth rate, headcount, sales and marketing activities, research and development activities, the introduction of new features and programs, and acquisitions. If we require additional capital, we may not be able to raise such capital on reasonable terms, or at all.

Cash Flows

The following table summarizes our cash flows for the periods indicated:

	Year Ended December 31,	
	2025	2024
	(in thousands)	
Net cash provided by operating activities	$ 171,441	$ 49,002
Net cash (used in) provided by investing activities	(113,763)	18,312
Net cash used in financing activities	(150,468)	(2,202)

Operating Activities

Net cash provided by operating activities was $171.4 million for the year ended December 31, 2025. This primarily related to our net loss of $528.3 million and net cash outflows of $2.0 million due to changes in operating assets and liabilities, adjusted for non-cash charges of $701.7 million. The change in operating assets and liabilities was driven by an increase in deferred commissions of $63.6 million, an increase in accounts receivable of $26.6 million, an increase in prepaid expenses and other current assets of $15.8 million, and an increase in inventory of $4.8 million, partially offset by an increase in deferred revenue of $83.2 million and an increase in accounts payable and accrued liabilities of $29.4 million. The changes were primarily due to the growth of our business, timing of cash receipts from clients, and timing of cash payments to our vendors.

Net cash provided by operating activities was $49.0 million for the year ended December 31, 2024. This primarily related to our net loss of $11.9 million and net cash inflows of $13.5 million due to changes in operating assets and liabilities, adjusted for non-cash charges of $47.4 million. The change in operating assets and liabilities was driven by an increase in deferred revenue of $77.2 million, partially offset by an increase in deferred commissions of $38.5 million, a decrease in accounts payable and accrued liabilities of $11.0 million, an increase in prepaid and other assets of $9.2 million, and a decrease in lease liabilities of $4.7 million. The changes in our operating assets and liabilities were primarily due to the growth of our business, timing of cash receipts from clients, and timing of cash payments to our vendors.

Investing Activities

Net cash used in investing activities was $113.8 million for the year ended December 31. 2025, driven by net purchases of marketable securities of $103.7 million, $6.1 million used for purchases of property, equipment and capitalized internal-use software and $4.0 million used to purchase a business.

Net cash provided by investing activities was $18.3 million for the year ended December 31, 2024, driven by net proceeds from marketable securities of $22.1 million, offset in part by $3.8 million used for purchases of property, equipment and capitalized internal-use software

Financing Activities

Net cash used in financing activities was $150.5 million for the year ended December 31, 2025, consisting of $295.2 million used for employee taxes related to the net settlement of RSUs and PRSUs, $65.0 million related to the Share Repurchase Program described below, $50.0 million related to the repurchase of Series E preferred stock and payments of deferred offering costs of $10.3 million, partially offset by proceeds of $255.7 million from the issuance of common stock in connection with the IPO, net of issuance costs, $8.1 million in proceeds from our employee share purchase plan, $4.9 million in proceeds related to the repayment of non-recourse loans and $1.4 million in proceeds from the exercise of employee stock options.

Net cash used in financing activities was $2.2 million for the year ended December 31, 2024, consisting of $2.8 million paid for deferred offering costs related to our pending initial public offering, partially offset by $0.6 million of proceeds from the exercise of employee stock options.

Cash Management

We manage our operating cash activities through banking relationships with our domestic and international subsidiaries. We diversify our cash deposits across well-established financial institutions to reduce our exposure to counterparty and concentration risk.

We expect a continued increase in our cash balances as our business continues to grow. We expect to maintain a diversified cash management strategy to primarily include money market funds, highly-liquid debt instruments such as U.S. treasury securities, investment-grade corporate bonds, government agency securities, and commercial paper to reduce our exposure on banking deposits.

Share Repurchase Program

On November 10, 2025, our board of directors approved a Share Repurchase Program with authorization to purchase up to $250.0 million of our Class A Common Stock. As of December 31, 2025, we had repurchased an aggregate of 1,384,485 shares of our Class A common stock under the share repurchase program and had a remaining authorization of approximately $185.0 million for future share repurchases.

Repurchases under the Share Repurchase Program may be made in the open market, in privately negotiated transactions, or by other methods, with the amount and timing of repurchases to be determined at our discretion, depending on market conditions and corporate needs. Open market repurchases will be structured to occur in accordance with applicable federal securities laws, including within the pricing and volume requirements of Rule 10b-18 under the Exchange Act. We may also, from time to time, enter into Rule 10b5-1 plans to facilitate repurchases of our shares under this authorization. The Share Repurchase Program does not obligate us to acquire any particular amount of Class A Common Stock, and may be modified, suspended, or terminated at any time at the discretion of our board of directors. We expect to fund repurchases with existing cash and cash equivalents and cash from operations.

Lease Obligations

We enter into various non-cancellable lease agreements for certain office space in the normal course of business. Our non-cancellable lease obligations as of December 31, 2025 were $8.0 million, of which $4.2 million is payable within 12 months.

Other Contractual Obligations

We enter into various non-cancellable agreements with marketing vendors and various service providers. Our noncancellable obligations as of December 31, 2025 and December 31, 2024 were not material for disclosure purposes.

Off-Balance Sheet Arrangements

We did not have during the years presented, and we do not currently have, any off-balance sheet financing arrangements or any relationships with unconsolidated entities or financial partnerships, including entities sometimes referred to as structured finance or special purpose entities, that were established for the purpose of facilitating off-balance sheet arrangements or other contractually narrow or limited purposes.

Critical Accounting Policies and Estimates

Our audited consolidated financial statements and the related notes thereto included elsewhere in this Annual Report are prepared in accordance with GAAP. The preparation of consolidated financial statements requires us to make estimates and assumptions that affect the reported amounts of assets, liabilities, revenue, costs and expenses and related disclosures. We base our estimates on historical experience and on various other assumptions that we believe to be reasonable under the circumstances. Actual results could differ significantly from our estimates.

An accounting policy is deemed critical if it is both important to the portrayal of our financial condition and results and requires us to make difficult, subjective, or complex judgments, often as a result of the need to make estimates about the effects of matters that are inherently uncertain. An accounting estimate is deemed critical where the nature of the estimate is material due to the levels of subjectivity and judgment necessary to account for highly uncertain matters or the susceptibility of such matters to change, and the impact of the estimate on our financial condition or operating performance is material.

We believe that the accounting policies described below involve a significant degree of judgment and complexity. Accordingly, we believe these are the most critical to aid in fully understanding and evaluating our consolidated financial condition and results of operations. For further information of the below critical accounting policies and estimates and our other significant accounting policies, see Note 2 to our audited consolidated financial statements included elsewhere in this Annual Report.

Revenue Recognition

We earn revenue from subscription fees by providing access to our platform and programs to treat and prevent MSK pain. We currently sell our subscriptions to our clients and we generate substantially all of our revenue primarily in the U.S.

We recognize revenue in accordance with ASC 606, *Revenue from Contracts with Customers*. ASC 606 establishes a principle for recognizing revenue upon the transfer of promised goods or services to customers, in an amount that reflects the expected consideration received in exchange for those goods or services. The core principle of ASC 606 is to recognize revenue to depict the transfer of promised goods or services to our customers, which primarily consists of businesses, organizations or partners that have an agreement (collectively, "clients"), in an amount that reflects the consideration the entity expects to be entitled to in exchange for those goods or services. Further, our members represent an eligible life who has engaged with our platform at any point and whose engagement has been billed or is contractually eligible to be billed.

We apply the principles of ASC 606 and determines revenue recognition by applying the following five steps:

- Identification of the contract, or contracts, with a customer;
- Identification of the performance obligations in the contract;
- Determination of the transaction price;
- Allocation of the transaction price to the performance obligations in the contract; and
- Recognition of revenue when, or as, we satisfy a performance obligation.

We determine that we have a contract with a customer: (1) when the contract has been approved by us and the client; (2) we can identify each party's rights regarding the services to be transferred and the payment terms for the services; and (3) we have determined that the client has the ability and intent to pay, and (4) our members have engaged with the platform. We apply judgment in determining the client's ability and intent to pay, which is based on a variety of factors, including the client's payment history or, new client reputation and relationship with a health plan partner, as applicable. Our typical contracts have a stated contractual term of three years, however for revenue recognition purposes, the contractual period is one year to align with the member subscription period as there are no enforceable rights and obligations until a subscription period for a member commences upon a first billable activity. After the initial stated contractual term, our contracts renew automatically for additional one-year terms unless notice of termination is given by the customer or by us.

The contracts contain a number of promised goods and services, including access to our platform, technical support, as well as our peripheral products, which includes the Enso device. We have determined our contracts contain three performance obligations which are provided to members; (1) access to the platform that is delivered over time; (2) technical support which is delivered in the same pattern using the output method; and (3) the peripheral products, when and if sent as a part of its platform. As the platform and technical support are provided to the client concurrently over the contract term and have the same pattern of transfer, we have concluded that these performance obligations represent one performance obligation consisting of a series of distinct services over the contract term.

We may provide the Enso device as part of its platform, which remains the legal property of us during the contract term. We determine whether the Enso device is sent to members based on criteria that it controls. If the Enso device is sent to a member as part of our platform, it constitutes a lease component as this device remains the property of us and the member has the right to direct the use of the device during the contract term. Delivery of the device causes a change to the scope of the contract, as both our and our clients' rights have changed. We account for this change as a contract modification resulting in the termination of the old contract and the start of a new contract. Our Enso device qualifies to be accounted for as an operating lease and the pattern of delivery from contract modification date to contract termination is consistent with the timing for non-lease components in the contract. For these client arrangements where the Enso device is leased in combination with services, we consider the arrangement to be predominately a service and thus a combined single performance obligation for purposes of revenue recognition.

The transaction price is a fixed annual fee or a variable fee based on member engagement activity during a service period. Our contracts are billed either (a) after a member's first completed billing activity for fixed annual fee contracts, (b) throughout the service period upon the achievement of cohort milestones, or (c) throughout the service period based upon member engagement activity. When the billable volume varies based upon the achievement of cohort milestones or member engagement activity, the consideration is variable at the time the contract is entered into. When the billable amount varies we estimate the variable consideration per member using the expected value method. The estimate is based on our historical experience with average member usage and cohort milestone achievement and is refreshed quarterly to ensure that a significant reversal in revenue will not occur and the estimates of billable amounts and constraints are adjusted for changes in member behavior over time. To the extent we cannot estimate with reasonable certainty the likelihood that the variable consideration will be achieved, we constrain this portion of the transaction price and recognize it when or as the uncertainty is resolved. Based on historical achievement or member engagement experience and quarterly lookbacks, we adjust revenue when the uncertainty has been resolved. If the actual amounts of consideration received differ from its estimates, we adjust reported revenue in the period such variances become known. For the years ended December 31, 2025, 2024 and 2023 changes to estimated variable consideration were not material.

Members have access to our platform for a 12-month subscription term that begins after the individual has completed their first billable activity on the platform. We do not earn any fees until this point. We recognize revenue for each member ratably over the 12-month member subscription period in order to match the pattern of revenue recognition to the pattern of costs incurred in delivering its platform.

Timing of revenue recognition may differ from the timing of billing. A majority of our clients are billed upfront or throughout the first quarter of the member's subscription period. Our performance obligations are satisfied within 12 months of the member's first billable activity. Our contracts do not contain significant financing components.

Additionally, certain performance guarantees are included in most contracts and are estimated at each reporting period based on our historical performance or other available information. We recognize any estimated adjustments to the contract price for not achieving the performance guarantees as an adjustment to revenue. Payouts on these performance guarantees have been immaterial to date.

Stock-Based Compensation

We measure stock-based compensation awards, including stock options and RSUs, PRSUs and restricted stock awards ("RSAs") based on the estimated fair value of the awards on the date of grant. We record stock-based compensation expense for awards issued to employees and non-employees at fair value with a corresponding increase in additional paid-in capital. Post IPO, we recognize compensation expenses on a straight-line attribution or accelerated attribution method. We recognize forfeitures when they occur. We have not granted stock options since March 2021.

Prior to the completion of the IPO, RSUs vested upon the occurrence of both a service-based condition and a liquidity event. Post IPO, RSUs vest upon the occurrence of a service condition. We started recognizing compensation cost on May 22, 2025, when our registration statement became effective and we recorded the expense for these awards using the accelerated attribution method over the remaining service period because the liquidity-based vesting condition was determined to be probable. The fair value of each RSU grant is based on the fair value of our common stock on the date of grant.

Prior to the completion of the IPO, PRSUs granted are subject to not only a service-based, but also a performance-based vesting condition. Post IPO, PRSUs granted are subject to vest upon achieving a performance condition. The performance condition includes various milestones based on market capitalization thresholds or revenue targets as well as the occurrence of a liquidity event. We started recognizing compensation cost on May 22, 2025, when our registration statement became effective and we recorded the expense for these awards using the accelerated attribution method over the remaining service period because the liquidity-based vesting condition was determined to be probable. The fair market value of the market condition PRSU grants are based on the Monte Carlo simulation model, which incorporates multiple valuation assumptions, including the probability of achieving the market condition, the term of the awards, and the expected common share volatilities. The fair value of each PRSU grant with no market condition is based on the fair value of the Company's common stock on the date of the grant.

The RSAs are considered issued because they are legally issued and have voting and dividends rights. The shares are included in the outstanding common stock on the statement of redeemable convertible preferred stock and stockholders' deficit in the consolidated balance sheets but are excluded in the calculation of basic net loss per share attributable to common stockholders in the consolidated statements of operations and comprehensive loss prior to 2025 because the shares are considered to be contingently returnable shares for accounting purposes.

Prior to our Class A common stock trading on the NYSE, we were required to estimate the fair value of the common stock underlying our stock awards. Significant judgment was required in determining the fair value of our common stock. Given the absence of an active market for our common stock prior to the IPO, management was required to estimate the fair value of our common stock at the time of each grant of a stock-based compensation award. We utilized various valuation methodologies in accordance with the framework of the American Institute of Certified Public Accountants' Technical Practice Aid, Valuation of Privately Held Company Equity Securities Issued as Compensation to estimate the fair value of our common stock. Each valuation methodology includes estimates and assumptions that require our judgment. These estimates and assumptions include a number of objective and subjective factors in determining the value of our common stock at each grant date, including the following factors:

- Prices paid for our capital stock, which we have sold to outside investors in arm's-length transactions, considering the rights and privileges of the securities sold relative to the common stock;
- Prices paid for shares of our common stock sold in secondary market transactions;
- Valuation performed by an independent valuation specialist;
- Our stage of development and revenue growth;
- The market performance of comparable publicly traded companies;
- Adjustments necessary to recognize a lack of marketability for the common stock underlying the granted RSUs, PRSUs and RSAs;
- The likelihood of achieving a liquidity event for common stock underlying the stock-based awards, such as an IPO or sale of us, given prevailing market conditions; and
- The U.S. and global economic and capital market conditions and outlook.

Common Stock Valuation

Prior to our Class A common stock trading on the NYSE, we were required to estimate the fair value of the common stock underlying our stock awards. Because our common stock was not publicly traded, our management exercised significant judgment in determining the fair value of our common stock on the date of each grant. In determining the fair market value of our common stock, our management considered several objective and subjective factors, as noted above, with input from management and assistance from an independent third-party valuation firm.

In valuing our common stock, we first determined the equity value using both the income and market approach valuation methods. In addition, we also considered values implied by sales of preferred and common stock, if applicable. We then allocated the equity value to our classes of stock using an option pricing method.

The income approach estimated equity value based on the expectation of future cash flows that we will generate. These future cash flows, and an assumed terminal value, are discounted to their present values using a discount rate based on a weighted-average cost of capital that reflects the risks inherent in the cash flows. The market approach estimated equity value based on a comparison of the subject company to comparable public companies in a similar line of business as us. From the comparable companies, a representative market value multiple was determined and then applied to our financial forecasts.

Once we determined an equity value, we used a combination of approaches to allocate the equity value to each of our classes of stock. We have used an option pricing model, which allocates values to each equity class by creating a series of call options on our equity value, with exercise prices based on the liquidation preferences, participation rights, and strike prices of the equity instruments. In determining the estimated fair value of our common stock, we considered the fact that our stockholders could not freely trade our common stock in the public markets. Accordingly, we also applied a lack of marketability discount to the equity value.

Recent Accounting Pronouncements

See Note 2 to our consolidated financial statements included elsewhere in this Annual Report for more information about recent accounting pronouncements, the timing of their adoption, and our assessment, to the extent we have made one yet, of their potential impact on our financial condition of results of operations.

JOBS Act Accounting Election

We are an emerging growth company, as defined in the JOBS Act, and, for so long as we continue to be an emerging growth company, we may take advantage of certain exemptions from various reporting requirements that would have been applicable were we a public company that was not an emerging growth company. Such exemptions include, but are not limited to, the exemption to comply with the auditor attestation requirements of Section 404 of the Sarbanes-Oxley Act, reduced disclosure obligations regarding executive compensation in our periodic reports and proxy statements, the exemption from holding a non-binding advisory vote on executive compensation, and the exemption from stockholder approval of any golden parachute payments not previously approved. In addition, pursuant to Section 107 of the JOBS Act, as an emerging growth company, we have elected to take advantage of the extended transition period for complying with new or revised accounting standards until those standards would otherwise apply to private companies. If we cease to be an emerging growth company, we will no longer be able to take advantage of these exemptions or the extended transition period for complying with new or revised accounting standards.

Item 7A. Quantitative and Qualitative Disclosures About Market Risk

We are exposed to market risk in the ordinary course of our business. Market risk represents the risk of loss that may impact our financial position because of adverse changes in financial market prices and rates. Our market risk exposure is primarily a result of exposure resulting from potential changes in interest rates or exchange rates.

Interest Rate Risk

As of December 31, 2025, we had $208.0 million in cash and cash equivalents and $269.0 million of marketable securities. Our cash, cash equivalents, and marketable securities consist of cash held in readily available checking, money market accounts, U.S. treasury securities, investment-grade corporate bonds, government agency securities, and commercial paper. As of December 31, 2025, we did not hold any financial instruments for trading or speculative purposes. Our primary exposure to market risk is interest rate sensitivity, which is affected by changes in the general level of U.S. interest rates. The effect of a hypothetical 10% change in interest rates would have a $1.0 million impact on our consolidated statement of operations for the year ended December 31, 2025.

Foreign Currency

We have employees and contract with vendors in foreign countries, primarily in India and Canada. We are therefore subject to fluctuations in foreign currency rates in connection with these agreements. Given our exposure to these fluctuations is only applicable to a small portion of our expenses, we do not hedge our foreign currency exchange rate risk, but we may do so in the future if our exposure to foreign currency becomes more significant.

We report gains and losses from foreign currency transactions in other income in the statement of operations. The impact of foreign currency costs on our operations has been immaterial for all periods presented, but we may experience material foreign exchange gains or losses in the future. As of December 31, 2025, a 10% increase or decrease in current exchange rates would not have a material impact on our consolidated financial statements.

Item 8. Financial Statements and Supplementary Data

INDEX TO CONSOLIDATED FINANCIAL STATEMENTS

REPORT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

To the stockholders and the Board of Directors of Hinge Health, Inc.

Opinion on the Financial Statements

We have audited the accompanying consolidated balance sheets of Hinge Health, Inc. and subsidiaries (the "Company") as of December 31, 2025 and 2024, the related consolidated statements of operations and comprehensive loss, redeemable convertible preferred stock and stockholders' equity (deficit), and cash flows, for each of the three years in the period ended December 31, 2025, and the related notes (collectively referred to as the "financial statements"). In our opinion, the financial statements present fairly, in all material respects, the financial position of the Company as of December 31, 2025 and 2024, and the results of its operations and its cash flows for each of the three years in the period ended December 31, 2025, in conformity with accounting principles generally accepted in the United States of America.

Basis for Opinion

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

We conducted our audits in accordance with the standards of the PCAOB. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether due to error or fraud. The Company is not required to have, nor were we engaged to perform, an audit of its internal control over financial reporting. As part of our audits, we are required to obtain an understanding of internal control over financial reporting but not for the purpose of expressing an opinion on the effectiveness of the Company's internal control over financial reporting. Accordingly, we express no such opinion.

Our audits included performing procedures to assess the risks of material misstatement of the financial statements, whether due to error or fraud, and performing procedures that respond to those risks. Such procedures included examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements. Our audits also included evaluating the accounting principles used and significant estimates made by management, as well as evaluating the overall presentation of the financial statements. We believe that our audits provide a reasonable basis for our opinion.

/s/ DELOITTE & TOUCHE LLP

San Francisco, California

March 3, 2026

We have served as the Company's auditor since 2021.

HINGE HEALTH, INC.
CONSOLIDATED BALANCE SHEETS
(in thousands, except share and par value data)

	December 31,	
	2025	**2024**
Assets		
Current assets:		
Cash and cash equivalents	$ 207,995	$ 300,785
Short-term marketable securities	155,867	165,787
Accounts receivable, net of allowance for credit losses of $6,092 and $6,470 as of December 31, 2025 and 2024, respectively	66,061	42,495
Deferred commissions	31,344	18,615
Inventory	15,636	10,873
Prepaid expenses and other current assets	57,001	44,891
Total current assets	533,904	583,446
Long-term marketable securities	113,172	—
Goodwill	64,096	61,607
Intangible assets, net	2,512	1,807
Property, equipment and software, net	10,490	7,380
Operating lease right-of-use assets	6,861	9,607
Other assets	13,726	9,412
Total assets	$ 744,761	$ 673,259
Liabilities, redeemable convertible preferred stock and stockholders' equity (deficit)		
Current liabilities:		
Accounts payable and accrued liabilities	$ 57,331	$ 27,853
Operating lease liabilities	4,223	3,814
Deferred revenue	300,855	217,632
Total current liabilities	362,409	249,299
Operating lease liabilities, noncurrent	3,816	7,258
Total liabilities	366,225	256,557
Commitments and contingencies (Note 6)		
Redeemable convertible preferred stock:		
Redeemable convertible preferred stock, $0.00001 par value; 4,330,341 shares of Series E authorized, 2,581,837 shares of Series E preferred stock issued and outstanding as of December 31, 2025, 48,190,771 shares authorized and 48,150,146 shares issued and outstanding as of December 31, 2024; aggregate liquidation preference of $200,000 and $845,478 as of December 31, 2025 and 2024, respectively	199,874	851,272
Stockholders' equity (deficit):		
Class A common stock, $0.00001 par value: 1,000,000,000 shares authorized as of December 31, 2025; 55,883,690 shares issued and outstanding as of December 31, 2025	—	—
Class B common stock, $0.00001 par value: 120,000,000 shares authorized as of December 31, 2025; 23,287,614 shares issued and outstanding as of December 31, 2025	—	—
Common stock, $0.00001 par value: 0 and 98,109,595 authorized as of December 31, 2025 and 2024, respectively; 0 and 16,379,906 shares issued and outstanding as of December 31, 2025 and 2024, respectively	—	—
Additional paid-in capital	1,229,678	88,097
Accumulated other comprehensive gain (loss)	(20)	68
Accumulated deficit	(1,050,996)	(522,735)
Total stockholders' equity (deficit)	178,662	(434,570)
Total liabilities, redeemable convertible preferred stock and stockholders' equity (deficit)	$ 744,761	$ 673,259

The accompanying notes are an integral part of these consolidated financial statements.

HINGE HEALTH, INC.
CONSOLIDATED STATEMENTS OF OPERATIONS AND COMPREHENSIVE LOSS
(in thousands, except per share data)

	Year Ended December 31,		
	2025	**2024**	**2023**
Revenue	$ 587,860	$ 390,404	$ 292,730
Cost of revenue	119,638	90,502	98,551
Gross profit	468,222	299,902	194,179
Operating expenses:			
Research and development	368,137	100,839	110,058
Sales and marketing	316,951	167,058	147,619
General and administrative	329,505	63,915	67,016
Total operating expenses	1,014,593	331,812	324,693
Loss from operations	(546,371)	(31,910)	(130,514)
Other income:			
Other income, net	19,108	20,654	21,968
Net loss before income taxes	(527,263)	(11,256)	(108,546)
Provision for (benefit from) income taxes	998	677	(405)
Net loss	$ (528,261)	$ (11,933)	$ (108,141)
Adjustment to reflect deemed contribution from Series D and Series E redeemable convertible preferred stock extinguishment	104,174	—	—
Net loss attributable to common stockholders	$ (424,087)	$ (11,933)	$ (108,141)
Net loss attributable to common stockholders per share, basic and diluted	$ (7.77)	$ (0.88)	$ (8.31)
Weighted average shares used in computing net loss per share attributable to common stockholders, basic and diluted	54,577	13,558	13,017
Other comprehensive loss:			
Unrealized gain (loss) on marketable securities, net of taxes	(88)	8	135
Comprehensive loss	$ (528,349)	$ (11,925)	$ (108,006)

The accompanying notes are an integral part of these consolidated financial statements.

HINGE HEALTH, INC.
CONSOLIDATED STATEMENTS OF REDEEMABLE CONVERTIBLE PREFERRED STOCK AND STOCKHOLDERS' EQUITY (DEFICIT)
(in thousands, except share amounts)

	Redeemable Convertible Preferred Stock		Common Stock		Additional Paid-in Capital	Other Comprehensive Income (Loss)	Accumulated Deficit	Total Stockholders' Deficit
	Shares	Amount	Shares	Amount				
Balances at December 31, 2022	48,150,146	$ 851,272	15,505,638	$ —	$ 84,611	$ (75)	$ (402,661)	$ (318,125)
Issuance of common stock upon exercise of options	—	—	694,673	—	492	—	—	492
Restricted stock award forfeiture	—	—	(243,795)	—	—	—	—	—
Stock-based compensation	—	—	—	—	1,645	—	—	1,645
Unrealized gain on marketable securities	—	—	—	—	—	135	—	135
Net loss	—	—	—	—	—	—	(108,141)	(108,141)
Balances at December 31, 2023	48,150,146	$ 851,272	15,956,516	$ —	$ 86,748	$ 60	$ (510,802)	$ (423,994)
Issuance of common stock upon exercise of options	—	—	423,390	—	610	—	—	610
Stock-based compensation	—	—	—	—	739	—	—	739
Unrealized gain on marketable securities	—	—	—	—	—	8	—	8
Net loss	—	—	—	—	—	—	(11,933)	(11,933)
Balances at December 31, 2024	48,150,146	$ 851,272	16,379,906	$ —	$ 88,097	$ 68	$ (522,735)	$ (434,570)
Issuance of common stock upon exercise of options	—	—	1,503,985	—	1,416	—	—	1,416
Issuance of common stock in connection with the employee stock purchase plan	—	—	298,019	—	8,113	—	—	8,113
Proceeds from issuance of recourse loans for settlement of restricted stock awards	—	—	—	—	4,934	—	—	4,934
Adjustment to reflect deemed contribution from Series D and Series E redeemable convertible preferred stock extinguishment	—	(104,174)	—	—	104,174	—	—	104,174
Settlement of repurchase agreement	(4,983,533)	(200,694)	4,150,200	—	150,694	—	—	150,694
Conversion of redeemable convertible preferred stock to Class B common stock in connection with initial public offering	(40,584,776)	(346,530)	40,584,776	—	346,530	—	—	346,530
Stock-based compensation	—	—	—	—	644,335	—	—	644,335
Issuance of Class A common stock pursuant to the initial public offering net of issuance of offering costs	—	—	8,522,528	—	241,641	—	—	241,641
Issuance of common stock upon settlement of restricted stock units and performance-based restricted stock units	—	—	18,174,281	—	—	—	—	—
Repurchase and retirement of common stock	—	—	(1,384,485)	—	(65,028)	—	—	(65,028)
Tax withholdings on settlement of restricted stock units and performance-based stock units	—	—	(9,057,906)	—	(295,228)	—	—	(295,228)
Unrealized loss on marketable securities	—	—	—	—	—	(88)	—	(88)
Net loss	—	—	—	—	—	—	(528,261)	(528,261)
Balances at December 31, 2025	**2,581,837**	**$ 199,874**	**79,171,304**	**$ —**	**$ 1,229,678**	**$ (20)**	**$ (1,050,996)**	**$ 178,662**

The accompanying notes are an integral part of these consolidated financial statements.

HINGE HEALTH, INC.
CONSOLIDATED STATEMENTS OF CASH FLOWS
(in thousands)

	Year Ended December 31,		
	2025	**2024**	**2023**
Operating activities			
Net loss	$ (528,261)	$ (11,933)	$ (108,141)
Adjustments to reconcile net loss to net cash provided by (used in) operating activities:			
Depreciation and amortization	5,133	5,950	5,627
Stock-based compensation	643,009	739	1,645
Amortization of deferred commissions	46,667	29,914	20,339
Accretion of discounts and amortization of premiums on marketable securities, net	361	537	(10,759)
Excess and obsolete inventory charge	—	1,812	10,264
Non-cash operating lease expense	3,431	3,649	3,257
Provision for credit losses	3,061	5,410	4,857
Deferred income taxes	53	(585)	(473)
Other	1	7	65
Changes in operating assets and liabilities:			
Accounts receivable	(26,627)	(1,340)	(23,126)
Deferred commissions	(63,579)	(38,513)	(27,773)
Inventory	(4,763)	608	10,565
Prepaid expenses and other current assets	(15,775)	(9,155)	5,651
Other assets	(181)	377	677
Accounts payable and accrued liabilities	29,407	(10,975)	11,558
Operating lease liabilities	(3,719)	(4,659)	(4,111)
Deferred revenue	83,223	77,159	35,969
Net cash provided by (used in) operating activities	171,441	49,002	(63,909)
Investing activities			
Purchase of property and equipment	(708)	(1,039)	(1,976)
Capitalized internal use software	(5,356)	(2,734)	(2,639)
Purchases of marketable securities	(472,288)	(324,543)	(453,335)
Maturities of marketable securities	368,589	346,628	459,451
Acquisition of a business	(4,000)	—	—
Net cash (used in) provided by investing activities	(113,763)	18,312	1,501
Financing activities			
Proceeds from exercise of common stock options	1,416	610	492
Issuance of common stock in connection with the employee stock purchase plan	8,113	—	—
Proceeds from issuance of common stock in initial public offering, net of issuance costs	255,675	—	—
Tax withholdings on settlement of restricted stock units and performance-based restricted stock units	(295,229)	—	—
Payment on Repurchase Agreement with Coatue	(50,000)	—	—
Proceeds from repayment of non-recourse loans to employees	4,934	—	—
Repurchase and retirement of common stock	(65,028)	—	—
Cash paid on settlement of acquisition related holdback	—	—	(2,847)
Payments for deferred offering costs	(10,349)	(2,812)	(645)
Net cash used in financing activities	(150,468)	(2,202)	(3,000)
Net increase (decrease) in cash	(92,790)	65,112	(65,408)
Cash, cash equivalents, and restricted cash, beginning of year	302,586	237,474	302,882
Cash, cash equivalents, and restricted cash, end of year	$ 209,796	$ 302,586	$ 237,474
Reconciliation of cash, cash equivalents, and restricted cash to the consolidated balance sheets:			
Cash and cash equivalents	$ 207,995	$ 300,785	$ 234,952
Restricted cash	1,801	1,801	2,522
Total cash, cash equivalents, and restricted cash	$ 209,796	$ 302,586	$ 237,474
Supplemental cash flow information			
Cash paid for income taxes	$ 1,556	$ —	$ —
Supplemental disclosures of noncash investing and financing activities			
Property and equipment purchased and unpaid at end of year	$ —	$ —	$ 36
Stock-based compensation capitalized in internal-use software	$ 1,325	$ —	$ —
Unpaid deferred offering costs at year end	$ 20	$ 210	$ 389
Right-of-use assets obtained in exchange for lease obligations	$ 686	$ —	$ 1,010
Conversion of redeemable convertible preferred stock for Coatue in connection with initial public offering	$ 150,694	$ —	$ —
Conversion of redeemable convertible preferred stock for all other in connection with initial public offering	$ 346,530	$ —	$ —
Adjustment to reflect deemed contribution from Series D and E redeemable convertible preferred stock extinguishment	$ 104,174	$ —	$ —

The accompanying notes are an integral part of these consolidated financial statements.

Hinge Health Inc.
Notes to Consolidated Financial Statements

1. Description of Business

Hinge Health, Inc. and its subsidiaries and consolidated professional corporations (collectively, "Hinge Health" or the "Company") is focused on scaling and automating the delivery of health care, starting with musculoskeletal conditions. Leveraging an AI-powered care model, wearable devices, and access to expert clinicians, Hinge Health delivers personalized, evidence-based care that helps people move beyond pain, improving member outcomes and experiences and reducing costs for clients. The Company's clients are primarily self-insured employers. The Company's members represent an eligible life who has engaged with the Company's platform at any point and whose engagement has been billed or is contractually eligible to be billed.

The Company was incorporated in Delaware in March 2016 and is headquartered in San Francisco, California. The Company has wholly-owned subsidiaries in Canada, India and the UK that provide research and development support.

Completion of Initial Public Offering

In May 2025, the Company completed its initial public offering ("IPO") of shares of Class A common stock. Immediately prior to the completion of the IPO, the Company amended and restated its certificate of incorporation which provided for (i) the reclassification of all outstanding shares of the Company's common stock (other than those held by Daniel Perez and Gabriel Mecklenburg ("Founders") and their affiliates) into an equal number of shares of Class A common stock, (ii) the reclassification of all shares of the Company's common stock underlying outstanding equity awards under the Company's 2017 Equity Incentive Plan ("2017 Plan") (other than those held by the Founders) into shares of Class A common stock pursuant to an amendment to the 2017 Plan, (iii) the reclassification of all outstanding common stock held by the Founders and their affiliates into an equal number of shares of Class B common stock, (iv) the reclassification of all shares of the Company's common stock underlying outstanding equity awards under the 2017 Plan held by the Founders into shares of Class B common stock pursuant to an amendment to the 2017 Plan, (v) the amendment of the terms of the Company's outstanding Series E redeemable convertible preferred stock, par value $0.00001 per share ("Series E preferred stock"), to provide that such shares are initially convertible into shares of Class B common stock (collectively, referred to as the "Common Stock and Series E Preferred Stock Reclassification"), (vi) the automatic conversion and reclassification of 42,986,472 of outstanding shares of the Company's redeemable convertible preferred stock, or all outstanding shares of Series A-1, Series A-2, Series B, Series C, Series C-1, and Series D redeemable convertible preferred stock, into an aggregate of 42,986,472 shares of Class B common stock (collectively, referred to as the "General Preferred Stock Conversion and Reclassification"), and (vii) the voluntary conversion of 1,748,504 outstanding shares of Series E preferred stock into the same amount of shares of Class B common stock (together with the General Preferred Stock Conversion and Reclassification, referred to as the "Preferred Stock Conversion"). The Company used substantially all of the proceeds from the IPO to pay employee taxes on the RSUs and performance restricted stock unit settlement.

Prior to the IPO, deferred offering costs, which consisted of accounting, legal and other fees directly related to the IPO, were capitalized as other non-current assets on the consolidated balance sheets. In connection with the IPO, $14.0 million of deferred offering costs were reclassified to stockholders' equity (deficit) as a reduction of the net proceeds received from the IPO.

2. Summary of Significant Accounting Policies

The accompanying consolidated financial statements reflect the application of certain significant accounting policies as described below and elsewhere in these notes to the consolidated financial statements.

Basis of Presentation

The accompanying consolidated financial statements have been prepared in conformity with accounting principles generally accepted in the U.S. ("GAAP") and applicable rules and regulations of the SEC regarding financial reporting. The Company's consolidated financial statements include the accounts of the Company, its wholly-owned subsidiaries and its affiliated professional medical corporations. The Company's affiliated professional medical corporations are collectively, referred to as Hinge Health Digital P.C.

Hinge Health Digital P.C. contracts with or otherwise employs physicians, physical therapists and other licensed health professionals in order to provide services to the Company's clients, and under certain management services agreements, the Company serves as the exclusive manager and administrator of Hinge Health Digital P.C.'s non-clinical functions and services. Hinge Health Digital P.C. is considered a variable interest entity ("VIE") for which the Company is the primary beneficiary. The Company has the rights and power to control the activities of Hinge Health Digital P.C. and as a result the Company consolidates the activities of Hinge Health Digital P.C.

As of December 31, 2025 and December 31, 2024, total assets of the VIE, all of which are current, were $3.8 million and $4.0 million, respectively, and total liabilities, all of which are current, were $1.3 million and $6.3 million, respectively, after the elimination of intercompany transaction balances.

All intercompany transactions and balances have been eliminated upon consolidation.

Any reference in these notes to applicable guidance is meant to refer to authoritative GAAP as found in the Accounting Standards Codification ("ASC") and Accounting Standards Update ("ASUs") of the Financial Accounting Standards Board ("FASB").

Certain prior period amounts in the consolidated financial statements have been reclassified to conform to current year presentation.

Use of Estimates

The preparation of the consolidated financial statements in accordance with GAAP requires management to make estimates and assumptions that affect the amounts reported in the Company's consolidated financial statements. Significant items that require estimates include, but are not limited to, variable consideration to recognize revenue, inventory valuation, estimated credit losses, income taxes, capitalized internal-use software development costs, the period of benefit for deferred commissions, the valuation of the Company's common stock prior to the IPO and stock-based compensation. Despite the Company's intention to establish accurate estimates and use reasonable assumptions, actual results may vary from the Company's estimates.

Emerging Growth Company Status

The Company is an emerging growth company, as defined by the JOBS Act. Under the JOBS Act, emerging growth companies can delay adopting new or revised accounting standards that have different effective dates to public and private companies until the earlier of the date that (i) the company is no longer an emerging growth company or (ii) the company affirmatively and irrevocably opts out of the extended transition period provided in the JOBS Act. As a result, these consolidated financial statements may not be comparable to companies that comply with the new or revised accounting pronouncements as of public company effective dates. The Company expects to use the extended transition period for any other new or revised accounting standards during the period in which it remains an emerging growth company.

Concentration of Credit Risk

Financial instruments that potentially subject the Company to concentrations of credit risk consist principally of cash and cash equivalents, marketable securities and trade accounts receivable. The primary focus of the Company's investment strategy is to preserve capital and meet liquidity requirements. The Company's investment policy addresses the level of credit exposure by limiting the concentration in any one corporate issuer and establishing a minimum allowable credit rating. To manage risk exposure, the Company invests cash equivalents and marketable securities in a variety of fixed income securities, including government and investment-grade debt securities and money market funds. The Company places its cash primarily in checking and money market accounts with reputable financial institutions. Deposits held with these financial institutions may exceed the amount of insurance provided on such deposits, if any.

The Company monitors accounts receivable for uncollectible accounts on an ongoing basis. No client represented greater than 10% of the Company's accounts receivable as of December 31, 2025 or December 31, 2024. Additionally, no client represented greater than 10% of the Company's revenue for the years ended December 31, 2025, 2024, or 2023. For the purpose of assessing the concentration of credit risk for significant clients, the Company defines a client as a business or organization that purchases access to the Company's platform directly from the Company or indirectly through one of the Company's partners.

The Company is subject to supplier concentration risk from third-party suppliers that supply its inventory. The Company relies and expects to continue to rely on a small number of third-party suppliers to supply its inventory requirements. The Company's inventory and ability to provide its peripheral Enso device product to members could be adversely affected by a significant interruption from these third-party suppliers.

Foreign Currency Transactions

The Company has subsidiaries in Canada, India and the UK that provide research and development support. The functional currency of the Company's foreign subsidiaries is the U.S. dollar. Accordingly, assets and liabilities of the Company's foreign subsidiaries are remeasured into U.S. dollars at the exchange rates in effect at the reporting date with differences recorded as transaction gains and losses within other income, net. Foreign currency transaction gains and losses were immaterial for the years presented.

Fair Value of Financial Instruments

Certain assets and liabilities are carried at fair value in accordance with ASC 820, *Fair Value Measurement*. The accounting guidance for fair value provides a framework for measuring fair value, clarifies the definition of fair value, and expands disclosures regarding fair value measurements. Fair value is defined as the price that would be received to sell an asset or paid to transfer a liability (an exit price) in an orderly transaction between market participants at the reporting date. A financial instrument's categorization within the valuation hierarchy is based upon the lowest level of input that is significant to the fair value measurement. The accounting guidance establishes a three-tiered hierarchy, which prioritizes the inputs used in the valuation methodologies in measuring fair value as follows:

Level 1 inputs: Quoted prices in active markets for identical assets or liabilities.

Level 2 inputs: Observable inputs (other than Level 1 quoted prices), such as quoted prices in active markets for similar assets or liabilities, or other inputs that are observable or can be corroborated by observable market data.

Level 3 inputs: Unobservable inputs that are supported by little or no market activity and that are significant to determining the fair value of the assets or liabilities, including pricing models, discounted cash flow methodologies and similar techniques.

To the extent the valuation is based on models or inputs that are less observable or unobservable in the market, the determination of fair value requires more judgment. Accordingly, the degree of judgment exercised by the Company in determining fair value is greatest for instruments categorized in Level 3.

Cash and Cash Equivalents

Cash and cash equivalents include cash on hand, demand deposits, money market funds and credit and debit card transactions. The Company's cash balance at financial institutions may exceed the Federal Deposit Insurance Corporation ("FDIC") insurance coverage limit. Cash equivalents are recorded at cost, which approximates fair value. The Company does not hold or issue financial instruments for trading purposes.

Restricted Cash

Restricted cash consisted of cash used as collateral to a letter of credit issued by a bank in favor of the Company in connection with a lease agreement, which totaled $1.8 million as of both December 31, 2025 and 2024. The restricted cash is included in other assets in the accompanying consolidated balance sheets.

Marketable Securities

Marketable securities consist of U.S. treasury securities, investment-grade corporate bonds, government agency securities, and commercial paper. The Company has designated all marketable securities as available-for-sale and, therefore, marketable securities are subject to periodic impairment under the available-for-sale debt security impairment model. Unrealized holding gains and losses for available-for-sale securities (including those classified as current assets) shall be excluded from earnings and reported in other comprehensive loss until realized, except when available-for-sale debt securities in an unrealized loss position are written down to fair value through a charge to interest income if the Company intends to sell the security or it is more likely than not that the Company will be required to sell the security before recovery of its amortized cost basis. The Company evaluates the remaining securities to determine what amount of the excess, if any, is caused by expected credit losses. A decline in fair value attributable to expected credit losses is recorded to other income, net, while any portion of the loss related to non-credit factors is recorded in unrealized gain (loss) on marketable securities.

Purchase premiums and discounts are amortized or accreted using the effective interest method over the life of the related security and such amortization and accretion are included in other income, net on the consolidated statements of operations and comprehensive loss.

For securities sold prior to maturity, the cost of the securities sold is based on the specific identification method. Realized gains and losses on the sale of marketable securities, are recorded in other income, net in the accompanying consolidated statements of operations and comprehensive loss.

Accounts Receivable and Allowance for Credit Losses

Accounts receivable are stated at the amount management expects to collect from outstanding balances, net of allowances for credit losses. The Company records accounts receivable when it has the unconditional right to bill and receive payment regardless of whether revenue has been recognized. Unbilled receivables include contractually billable invoices that are not yet billed. Amounts that the Company has a contractual right to bill or has billed are non-refundable, unless certain performance conditions are not met per the contract.

Accounts receivable, net as of December 31, 2025 and December 31, 2024 was composed of the following (in thousands):

	December 31,	
	2025	**2024**
Billed accounts receivable	$ 51,037	$ 37,658
Unbilled accounts receivable	21,116	11,307
Allowance for credit losses	(6,092)	(6,470)
Total accounts receivable, net	$ 66,061	$ 42,495

Allowances for credit losses are provided for those outstanding balances considered to be uncollectible based on the age of each outstanding invoice, historical collection history and the client's expected ability to pay. Balances that are still outstanding after management has made reasonable collection efforts are written off through a charge to the allowance for credit losses.

Allowance for credit losses during the years ended December 31, 2025 and 2024 were composed of the following (in thousands):

	Year Ended December 31,		
	2025	**2024**	**2023**
Balance, beginning of year	$ 6,470	$ 3,439	$ 983
Provision for credit losses	3,061	5,410	4,857
Write-off for credit losses, net	(3,439)	(2,379)	(2,401)
Balance, end of year	$ 6,092	$ 6,470	$ 3,439

Inventory

Inventory consists of peripheral products, which primarily includes the Company's kits and Enso device. Inventory is stated at the lower-of-cost or net realizable value. The cost of inventory is based on a standard cost method, which approximates the actual cost on a first-in first-out basis. Inventory that is obsolete or in excess of forecasted demand is written down to its estimated net realizable value. Inherent in the estimates of market value in determining inventory valuation are estimates related to market and economic conditions, technology changes, new product introductions and changes in strategic direction. Inventory write-downs are recognized as cost of revenue in the accompanying consolidated statements of operations and comprehensive loss.

Deferred Inventory Costs

Deferred inventory costs are primarily comprised of the Company's kits and Enso device, which are sent to members. The Company amortizes the costs associated with the kits and devices over the member subscription period, consistent with the transfer to the member of the service to which the kits and devices relate. These costs are amortized ratably over the member subscription period and are included in cost of revenue in the accompanying consolidated statement of operations and comprehensive loss. Deferred inventory costs as of December 31, 2025 and 2024 were $19.6 million and $14.0 million, respectively, which were recorded to prepaid expenses and other current assets in the consolidated balance sheets.

Deferred Offering Costs

The Company capitalizes deferred offering costs related to its IPO, which consists of direct incremental legal, professional, accounting, and other third-party fees. Deferred offering costs of $14.0 million were initially deferred in prepaid expenses and other current assets in the accompanying consolidated balance sheets and upon the completion of the IPO were reclassified to stockholders' equity (deficit) against the proceeds from the IPO.

Deferred Commissions

The Company has determined that certain sales incentives provided to the Company's sales team and payments related to partnership agreements are required to be capitalized when the Company expects to generate future economic benefits from the related revenue-generating contracts subsequent to the initial sales transaction. When determining the economic life of the deferred commission assets recognized, the Company considers historical renewal rates, expectations of future client renewals of contracts, and other factors that could impact the economic benefits that the Company expects to generate from the relationship with its clients. Deferred commissions are amortized over the 12-month member subscription period for partner commissions and estimated five-year client period of benefit for sales commissions and are included in sales and marketing expense in the accompanying consolidated statements of operations and comprehensive loss.

A summary of the activity of the Company's deferred commission balances during the years ended December 31, 2025 and 2024 were as follows (in thousands):

	December 31,	
	2025	2024
Balance, beginning of year	$ 24,078	$ 15,479
Capitalized costs	63,579	38,512
Amortized costs	(46,667)	(29,913)
Balance, end of year	$ 40,990	$ 24,078
Classified as:		
Deferred commissions	$ 31,344	$ 18,615
Other assets	9,646	5,463
Balance	$ 40,990	$ 24,078

Property, Equipment, and Software, Net

Property, equipment, and software are recorded at cost and depreciated over the estimated useful lives of the related assets using the straight-line basis. Expenditures for maintenance and repairs are charged to expense as incurred, whereas major improvements are capitalized as additions to property and equipment. The estimated useful lives for machinery and equipment and furniture and fixtures span over five years and computer software and equipment over three years. The estimated useful lives for leasehold improvements span over the lesser of the lease term or useful life.

The Company classifies internal-use software in property, equipment, and software. Internal-use software is capitalized during the application development stage and includes eligible employee salaries and compensation related costs as well as costs incurred in developing new features and enhancements when the costs will result in additional functionality. Capitalized internal-use software development costs are amortized on a straight-line basis over their estimated useful life of three years and are included in cost of revenue in the accompanying consolidated statements of operations and comprehensive loss.

Capitalization begins when (1) the preliminary project stage is complete, (2) management with appropriate authority, authorizes and commits to the funding of the software project, (3) it is probable the project will be completed, (4) the software will be used to perform the functions intended, and (5) certain functional and quality standards have been met. Costs related to planning and post implementation activities are expensed as incurred.

Goodwill and Long-Lived Assets

Goodwill represents the excess of the purchase price of an acquired business over the fair value of the underlying net tangible and intangible assets. Goodwill amounts are not amortized, but rather tested for impairment at least annually, and more frequently when changes in circumstances indicate that the carrying value may not be recoverable. The Company has determined that it operates its business as one reporting unit and the Company completes its annual impairment test in the fourth quarter. In the event that the Company determines that the fair value of the reporting unit is less than the reporting unit's carrying value, a goodwill impairment charge will be incurred for the amount of the difference during the period in which the determination is made.

The Company evaluates long-lived assets for possible impairment in the fourth quarter of each year or whenever events or changes in circumstances indicate that the carrying amount of such assets may not be recoverable. Recoverability of these assets is measured by comparison of the carrying amount of each asset or asset group to the future undiscounted cash flows the asset or asset group is expected to generate. In the event that the Company determines that the fair value of a long-lived asset is less than the carrying value, the Company will incur an impairment charge.

The Company did not record any impairment on goodwill or long-lived asset during the years ended December 31, 2025, 2024, and 2023.

Leases

Leases are accounted for under ASC 842, *Leases*. The Company determines if an arrangement is a lease at inception. The Company's lease agreements generally contain lease and non-lease components. Payments under its lease arrangements are primarily fixed. Non-lease components primarily include payments for maintenance and utilities. The Company combines fixed payments for non-lease components with lease payments and accounts for them together as a single lease component, which increases the amount of the Company's right-of use ("ROU") assets and lease liabilities. Certain lease agreements contain variable payments, which are expensed as incurred, and are immaterial and not included in the Company's ROU assets and lease liabilities.

ROU assets and lease liabilities are recognized at the present value of the future lease payments at the lease commencement date. The interest rate used to determine the present value of the future lease payments is the Company's incremental borrowing rate, because the interest rate implicit in its leases is not readily determinable. The Company's incremental borrowing rate is estimated to approximate the interest rate on a collateralized basis with similar terms and payments, and in economic environments where the leased asset is located. The Company's lease terms include a period with options to extend or terminate the lease when it is reasonably certain that it will either exercise the option to extend the lease or not exercise the option to terminate the lease. The Company generally uses the base, non-cancelable, lease term when determining the ROU assets and lease liabilities. ROU assets are adjusted for any prepaid lease payments and lease incentives.

Lease expense is recognized on a straight-line basis over the lease term. The Company has elected not to record leases with an original term of 12 months or less on its consolidated balance sheet and recognizes those lease payments in operating expenses in the consolidated statements of operations and comprehensive loss.

The ROU assets are assessed for impairment in accordance with the Company's accounting policy for long-lived assets.

Deferred Revenue

Deferred revenue primarily consists of amounts which the Company has billed or can contractually bill from subscription services and is recognized as the revenue recognition criteria is met.

The following table summarizes the changes in the balances of deferred revenue during the years ended December 31, 2025 and 2024 (in thousands):

	December 31,	
	2025	**2024**
Balance, beginning of year	$ 217,632	$ 140,473
Add: billings during the year	671,083	467,563
Less: revenue recognized	(587,860)	(390,404)
Balance, end of year	$ 300,855	$ 217,632

The Company's performance obligations are satisfied within 12 months of a member performing their first billable activity. As of December 31, 2025 and December 31, 2024, the deferred revenue balance was composed entirely of noncancellable performance obligations that will be satisfied within 12 months.

The Company recognized revenue of $216.0 million and $138.5 million during the years ended December 31, 2025 and 2024, respectively, which was included in deferred revenue balances at the beginning of the respective periods.

Revenue

The Company earns revenue from subscription fees by providing access to its platform and programs to treat and prevent MSK pain. The Company currently sells all its subscriptions to its clients and generates substantially all of its revenue in the U.S.

The Company recognizes revenue in accordance with ASC 606, *Revenue from Contracts with Customers*. ASC 606 establishes a principle for recognizing revenue upon the transfer of promised goods or services to customers, in an amount that reflects the expected consideration received in exchange for those goods or services. The core principle of ASC 606 is to recognize revenue to depict the transfer of promised goods or services to the Company's customers, which primarily consists of businesses, organizations or partners that have an agreement (collectively, "clients"), in an amount that reflects the consideration the entity expects to be entitled to in exchange for those goods or services. Further, the Company's members represent an eligible life who has engaged with the Company's platform at any point and whose engagement has been billed or is contractually eligible to be billed.

The Company applies the principles of ASC 606 and determines revenue recognition by applying the following five steps:

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

The Company determines it has a contract with a customer: (1) when the contract has been approved by the Company and the client; (2) it can identify each party's rights regarding the services to be transferred and the payment terms for the services; (3) it has determined that the client has the ability and intent to pay, and (4) its members have engaged with the platform. The Company applies judgment in determining the client's ability and intent to pay, which is based on a variety of factors, including the client's payment history or, new client reputation and relationship with a health plan partner, as applicable. The Company's typical contracts have a stated contractual term of three years, however for revenue recognition purposes, the contractual period is one year to align with the member subscription period as there are no enforceable rights and obligations until a subscription period for a member commences upon a first billable activity. After the initial stated contractual term, the Company's contracts renew automatically for additional one-year terms unless notice of termination is given by the client or the Company.

The contracts contain a number of promised goods and services, including access to the Company's platform, technical support, as well as the Company's peripheral products, which includes the Enso device. The Company has determined its contracts contain three performance obligations which are provided to members; (1) access to the platform that is delivered over time; (2) technical support which is delivered in the same pattern using the output method; and (3) the peripheral products, when and if sent as a part of its platform. As the platform and technical support are provided to the client concurrently over the contract term and have the same pattern of transfer, the Company has concluded that these performance obligations represent one performance obligation consisting of a series of distinct services over the contract term.

The Company may provide the Enso device as part of its platform, which remains the legal property of the Company during the contract term. The Company determines whether the Enso device is sent to members based on criteria that it controls. If the Enso device is sent to a member as part of the Company's platform, it constitutes a lease component as this device remains the property of the Company and the member has the right to direct the use of the device during the contract term. Delivery of the device causes a change to the scope of the contract, as both the Company's and clients' rights have changed. The Company accounts for this change as a contract modification resulting in the termination of the old contract and the start of a new contract. The Company's Enso device qualifies to be accounted for as an operating lease and the pattern of delivery from contract modification date to contract termination is consistent with the timing for non-lease components in the contract. For these client arrangements where the Enso device is leased in combination with services, the Company considers the arrangement to be predominately a service and thus a combined single performance obligation for purposes of revenue recognition.

The transaction price is a fixed annual fee or a variable fee based on member engagement activity during a service period. The Company's contracts are billed either (a) after a member's first completed billing activity for fixed annual fee contracts, (b) throughout the service period upon the achievement of cohort milestones, or (c) throughout the service period based upon member engagement activity. When the billable volume varies based upon the achievement of cohort milestones or member engagement activity, the consideration is variable at the time the contract is entered into. When the billable amount varies the Company estimates the variable consideration per member using the expected value method. The estimate is based on the Company's historical experience with average member usage and cohort milestone achievement and is refreshed quarterly to ensure that a significant reversal in revenue will not occur and the estimates of billable amounts and constraints are adjusted for changes in member behavior over time. To the extent the Company cannot estimate with reasonable certainty the likelihood that the variable consideration will be achieved, the Company constrains this portion of the transaction price and recognizes it when or as the uncertainty is resolved. Based on historical achievement or member engagement experience and quarterly lookbacks, the Company adjusts revenue when the uncertainty has been resolved. If the actual amounts of consideration received differ from its estimates, the Company adjusts reported revenue in the period such variances become known. During the years ended December 31, 2025, 2024 and 2023 changes to estimated variable consideration were not material.

Members have access to the Company's platform for a 12-month subscription term that begins after the individual has completed their first billable activity on the platform. The Company does not earn any fees until this point. The Company recognizes revenue for each member ratably over the 12-month member subscription period in order to match the pattern of revenue recognition to the pattern of costs incurred in delivering its platform.

Timing of revenue recognition may differ from the timing of billing. A majority of the Company's clients are billed upfront or throughout the first quarter of the member's subscription period. The Company's performance obligations are satisfied within 12 months of the member's first billable activity. The Company's contracts do not contain significant financing components.

Additionally, certain performance guarantees are included in most contracts and are estimated at each reporting period based on the Company's historical performance or other available information. The Company recognizes any estimated adjustments to the contract price for not achieving the performance guarantees as an adjustment to revenue. Payouts on these performance guarantees have been immaterial to date.

Cost of Revenue

Cost of revenue consists of costs that are related to the delivery of the Company's platform. These costs primarily include personnel-related costs, including employee salaries, stock-based compensation and other related expenses for the Company's care team, support operations personnel, and site reliability engineering personnel. Cost of revenue also includes inventory costs, which are amortized over the member's subscription period, provisions for excess and obsolete inventory, and technology support costs, which include hosting and information technology costs, and amortization of internal-use software.

Research and Development

Research and development expenses consist primarily of personnel-related costs, including employee salaries, stock-based compensation and other related expenses for the Company's engineering and product teams that are responsible for enhancing its platform and developing new or enhanced programs. Research and development expenses also include costs for third-party services and contractors and software-related costs. The Company capitalizes internal-use software development costs that qualify for capitalization and appropriately reduces research and development expenses.

Sales and Marketing

Sales and marketing expenses consist primarily of personnel-related costs, including employee salaries, stock-based compensation and other related expenses, internal and third-party sales commissions, and marketing and promotional expenses. The Company amortizes third-party sales commissions and a portion of internal sales commissions over the respective benefit periods.

Advertising costs, which are expensed and included in sales and marketing expenses during the years ended December 31, 2025, 2024, and 2023 were $53.6 million, $37.3 million, and $23.8 million, respectively.

General and Administrative

General and administrative expenses consist primarily of personnel-related costs, including employee salaries, stock-based compensation and other related expenses for finance, legal, human resources, and other administrative related teams. General and administrative expenses also include third-party professional services for outside legal and accounting services, information technology and software related costs, and other corporate related expenses.

Stock-Based Compensation

The Company measures stock-based compensation awards, including stock options and RSUs, performance-based restricted stock units ("PRSUs") and restricted stock awards ("RSAs") based on the estimated fair value of the awards on the date of grant. Stock-based compensation expense is recorded for awards issued to employees and non-employees at fair value with a corresponding increase in additional paid-in capital. Post IPO, the Company recognizes compensation expense on a straight-line attribution or accelerated attribution method. Forfeitures are recognized when they occur. The Company has not granted stock options since March 2021.

Prior to the completion of the IPO, RSUs vested upon the occurrence of both a service-based condition and a liquidity event. Post IPO, RSUs vest upon the occurrence of a service condition. The Company started recognizing compensation cost on May 22, 2025, when its registration statement became effective and it recorded the expense for these awards using the accelerated attribution method over the remaining service period because the liquidity-based vesting condition was determined to be probable. The fair value of each RSU grant is based on the fair value of the Company's common stock on the date of approval.

Prior to the completion of the IPO, PRSUs granted are subject to not only a service-based, but also a performance-based vesting condition. Post IPO, PRSUs granted are subject to vest upon achieving a performance condition. The performance condition includes various milestones based on market capitalization thresholds or revenue targets as well as the occurrence of a liquidity event. The Company started recognizing compensation cost on May 22, 2025, when its registration statement became effective and it recorded the expense for these awards using the accelerated attribution method over the remaining service period because the liquidity-based vesting condition was determined to be probable. The fair market value of market condition PRSU grants are based on the Monte Carlo simulation model, which incorporates multiple valuation assumptions, including the probability of achieving the market condition, the term of the awards, and the expected common share volatilities. The fair value of the non market based PRSU grant is based on the fair value of the Company's common stock at the date of approval.

RSAs are considered issued because they are legally issued and have voting and dividend rights. The underlying shares are included in the Company's outstanding common stock on the statement of redeemable convertible preferred stock and stockholders' deficit in the consolidated balance sheet but are excluded in the calculation of basic net loss per share attributable to common stockholders in the consolidated statement of operations and comprehensive loss because the shares are considered to be contingently returnable shares for accounting purposes.

Given the absence of an active market for the Company's common stock, prior to completion of the IPO, management was required to estimate the fair value of the Company's common stock at the time of each grant of a stock-based compensation award. The Company utilized various valuation methodologies in accordance with the framework of the American Institute of Certified Public Accountants' Technical Practice Aid, Valuation of Privately Held Company Equity Securities Issued as Compensation to estimate the fair value of its common stock. Each valuation methodology includes estimates and assumptions that required the Company's judgment. These estimates and assumptions included a number of objective and subjective factors in determining the value of the Company's common stock at each grant date, including the following factors:

- Prices paid for the Company's capital stock, which we have sold to outside investors in arm's-length transactions, considering the rights and privileges of the securities sold relative to the common stock;
- Prices paid for shares of the Company's common stock sold in secondary market transactions;
- Valuation performed by an independent valuation specialist;
- The Company's stage of development and revenue growth;
- The market performance of comparable publicly traded companies;
- Adjustments necessary to recognize a lack of marketability for the common stock underlying the granted RSUs, PRSUs and RSAs;
- The likelihood of achieving a liquidity event for common stock underlying the stock-based awards, such as an IPO or sale of the Company, given prevailing market conditions; and
- The U.S. and global economic and capital market conditions and outlook.

Income Taxes

The Company uses the asset and liability method of accounting for income taxes. Under this method, deferred tax assets and liabilities are determined based on temporary differences between the financial statement and tax basis of assets and liabilities using enacted tax rates in effect for the year in which the differences are expected to reverse. The effect on deferred tax assets and liabilities of a change in tax laws is recognized in the consolidated statements of operations and comprehensive loss in the period that includes the enactment date.

Valuation allowances are established when necessary to reduce deferred tax assets to the amounts that are more likely than not expected to be realized based on the weighting of positive and negative evidence. Future realization of deferred tax assets ultimately depends on the existence of sufficient taxable income of the appropriate character (for example, ordinary income or capital gain) within the carryback or carryforward periods available under the applicable tax law. The Company regularly reviews the deferred tax assets for recoverability based on historical taxable income, projected future taxable income, the expected timing of the reversals of existing temporary differences and tax planning strategies. The Company's judgments regarding future profitability may change due to many factors, including future market conditions and the ability to successfully execute its business plans. Should there be a change in the ability to recover deferred tax assets, the tax provision would increase or decrease in the period in which the assessment is changed.

The Company's tax positions are subject to income tax audits in the U.S. and certain foreign jurisdictions. The Company recognizes the tax benefit of an uncertain tax position only if it is more likely than not that the position is sustainable upon examination by the taxing authority, solely based on its technical merits. The tax benefit recognized is measured as the largest amount of benefit which is greater than 50 percent likely to be realized upon settlement with the taxing authority. The Company recognizes interest accrued and penalties related to unrecognized tax benefits in the income tax provision.

Contingencies

From time to time, the Company has become involved in claims and other legal matters arising in the ordinary course of business. The Company investigates these claims as they arise. The Company records a loss contingency when it is probable that an asset has been impaired or a liability has been incurred and the amount of the loss can be reasonably estimated. The Company also discloses material contingencies when it is believed a loss is not probable but reasonably possible. Accounting for contingencies requires the Company to use judgment related to both the likelihood of a loss and the estimate of the amount or range of loss.

Redeemable Convertible Preferred Stock

The Company has elected to apply the qualitative approach in determining whether an amendment to, or exchange of, an equity-classified redeemable convertible preferred stock ("Preferred Stock") constitutes a modification or extinguishment when the Preferred Stock is not reclassified as a liability.

On February 18, 2025, the Company entered into a stock repurchase agreement ("Stock Repurchase Agreement") with Coatue US 70 LLC and Coatue Growth Fund IV LP (collectively, "Coatue"), a holder of more than 5% of the Company's outstanding capital stock. Pursuant to the Stock Repurchase Agreement, immediately prior to the completion of the Company's IPO, the Company repurchased shares of Series E preferred stock from Coatue US 70 LLC for an aggregate purchase price of $50.0 million ("Series E Repurchase"). The closing of the IPO was not conditioned upon the completion of the Series E Repurchase. Concurrently with the Stock Repurchase Agreement, the Company entered into a participation letter with Coatue, pursuant to which Coatue had the right, but not the obligation, to purchase from the Company at the IPO price an aggregate number of shares of Class A common stock in the Company's IPO up to 5% of the shares of Class A common stock offered in the IPO. Additionally, Coatue voluntarily converted all of its remaining shares of Series E preferred stock into shares of Class B common stock immediately prior to the completion of the IPO and consented to convert and reclassify its shares of Series D Preferred Stock into shares of Class B common stock effective immediately prior to the completion of the IPO.

During the first quarter of 2025, the Company recorded a deemed contribution of $104.2 million upon the extinguishment of Series D and E Preferred Stock charged to additional paid-in-capital in the consolidated balance sheets. During the second quarter of 2025 the Company repurchased 833,333 shares and paid Coatue $50.0 million which is reflected as a conversion from preferred stock to common stock in the consolidated statements of redeemable convertible preferred stock and stockholders' equity (deficit).

Net Loss Per Share Attributable to Common Stockholders

Basic and diluted net loss per share attributable to common stockholders is presented in conformity with the two-class method required for participating securities. The Company considers all series of redeemable convertible preferred stock to be participating securities as the holders of such stock are entitled to receive non-cumulative dividends on an as-converted basis, in the event that a dividend is paid on common stock. Under the two-class method, the net loss attributable to common stockholders is not allocated to the redeemable convertible preferred stock as the holders of the Company's redeemable convertible preferred stock do not have a contractual obligation to share in the losses of the Company. Under the two-class method, net income is attributed to common stockholders and participating securities based on their participation rights.

Basic net loss per share attributable to common stockholders is computed by dividing the net loss attributable to common stockholders by the weighted-average number of shares of common stock outstanding during the period. As the Company has reported net losses for all periods presented, all potentially dilutive securities are antidilutive and, accordingly, basic net loss per share equals diluted net loss per share.

Recently Adopted Accounting Pronouncements

In December 2023, the FASB issued ASU No. 2023-09, *Income Taxes (Topic 740): Improvement to Income Tax Disclosures.* The ASU enhances the transparency and decision usefulness of income tax disclosures through expansion of disclosures in an entity's income tax rate reconciliation table and cash taxes paid both in the U.S. and foreign jurisdictions. The new standard is effective for annual periods beginning after December 15, 2024 on a prospective basis with early adoption permitted. The Company adopted the guidance, prospectively, in the financial statements and the related disclosures. For additional information, see Note 10, *Income Taxes*.

Recent Accounting Pronouncements Not Yet Adopted

In December 2025, the FASB issued ASU No. 2025-11, *Interim Reporting (Topic 270): Narrow-Scope Improvements.* The ASU results in a comprehensive list of interim disclosures that are required by GAAP. The objective of the amendments is to provide clarity about the current requirements, rather than evaluate whether to expand or reduce interim disclosure requirements. The amendments in this ASU are effective for fiscal years beginning after December 15, 2027 with early adoption permitted. The Company is currently evaluating the impact of this guidance on its consolidated financial statements and related disclosures.

In September 2025, the FASB issued ASU No. 2025-06, *Intangible - Goodwill and Other - Internal-Use Software (Subtopic 350-40): Targeted Improvements to the Accounting for Internal-Use Software.* The ASU removes all references to prescriptive and sequential software development stages. The ASU requires entities to begin capitalizing software costs when management authorizes and commits to funding the software project, and it is probable that the project will be completed and the software will be used for its intended purpose. The amendments in this ASU are effective for fiscal years beginning after December 15, 2027. Early adoption is permitted. The Company is currently evaluating the impact of this guidance on its consolidated financial statements and related disclosures.

In July 2025, the FASB issued ASU No. 2025-05, *Financial Instruments - Credit Losses (Topic 326): Measurement of Credit Losses for Accounts Receivable and Contract Assets*, which amends ASC 326-20 to provide a practical expedient related to the estimation of expected credit losses for current accounts receivable and current contract assets that arise from transactions accounted for under ASC 606. The practical expedient permits all entities to assume that current conditions as of the balance sheet date do not change for the remaining life of the asset. The amendments in this ASU are effective for fiscal years beginning after December 15, 2027. The Company is currently evaluating the impact of this guidance on its consolidated financial statements and related disclosures.

In November 2024, the FASB issued ASU No. 2024-04, *Debt—Debt with Conversion and Other Options (Subtopic 470-20)*. The ASU intends to improve the relevance and consistency in application of the induced conversion guidance in Subtopic 470-20, Debt—Debt with Conversion and Other Options, providing clarifying guidance on how to determine whether a settlement of convertible debt (particularly, cash convertible instruments) at terms that differ from the original conversion terms should be accounted for under the induced conversion or extinguishments guidance. The new standard is effective for the Company for the annual period beginning after December 15, 2025. The Company is currently evaluating the impact of this guidance on its consolidated financial statements and related disclosures.

In November 2024, the FASB issued ASU No. 2024-03, *Income Statement—Reporting Comprehensive Income—Expense Disaggregation Disclosures (Subtopic 220-40)*. The ASU intends to improve the disclosures about a public business entity's expenses and address requests from investors for more detailed information about the types of expenses (including purchases of inventory, employee compensation, depreciation, amortization, and depletion). The new standard is effective for the Company for the annual period beginning after December 15, 2026. The Company is currently evaluating the impact of this guidance on its consolidated financial statements and related disclosures.

3. Cash, Cash Equivalents and Marketable Securities and Fair Value Measurements

The Company's cash equivalents and marketable securities classified as Level 1 financial instruments are composed of U.S. treasury securities and money market funds. Level 1 financial instruments are in active markets using unadjusted quoted market prices for identical instruments.

The Company's marketable securities classified as Level 2 financial instruments are composed of investment-grade corporate and government agency securities and commercial paper. Level 2 financial instruments are not in active markets but are from a primary professional pricing source that uses quoted market prices for identical or comparable instruments, rather than direct observations of quoted prices in active markets. Fair values obtained from this professional pricing source can also be based on pricing models whereby all significant observable inputs, including maturity dates, issue dates, settlement dates, benchmark yields, reported trades, broker-dealer quotes, issue spreads, benchmark securities, bids, offers or other market related data, are observable or can be derived from, or corroborated by, observable market data for substantially the full term of the asset. The Company validates the quoted market prices provided by its primary pricing service by comparing the fair values of its Level 2 marketable securities portfolio balance provided by its primary pricing service against the fair values provided by the Company's marketable security managers.

The Company valued the modification on the Stock Repurchase Agreement, which was accounted for as an extinguishment using Level 3 inputs in the valuation hierarchy due to the presence of significant unobservable inputs and was valued at $104.2 million.

There were no transfers into or out of Level 3 securities during the years ended December 31, 2025 and 2024.

As of December 31, 2025 and December 31, 2024, cash equivalents and marketable securities and the fair value hierarchy level consisted of the following (in thousands):

		December 31, 2025			
	Fair value hierarchy level	Amortized cost	Gross unrealized gains	Gross unrealized losses	Fair value
Assets:					
Cash equivalents:					
Money market funds	Level 1	$ 167,569	$ —	$ —	$ 167,569
Total cash equivalents		167,569	—	—	167,569
Marketable securities:					
Commercial paper	Level 2	105,824	56	—	105,880
U.S. treasury securities	Level 1	30,882	11	—	30,893
Agency bonds	Level 2	14,999	—	(14)	14,985
Corporate bonds	Level 2	4,108	1	—	4,109
Total short-term marketable securities		155,813	68	(14)	155,867
Agency bonds	Level 2	103,380	19	(100)	103,299
Corporate bonds	Level 2	9,866	7	—	9,873
Total long-term marketable securities		113,246	26	(100)	113,172
Total assets		$ 436,628	$ 94	$ (114)	$ 436,608

	Fair value hierarchy level	December 31, 2024			
		Amortized cost	Gross unrealized gains	Gross unrealized losses	Fair value
Assets:					
Cash equivalents:					
Money market funds	Level 1	$ 259,084	$ —	$ —	$ 259,084
Commercial paper	Level 2	4,575	—	—	4,575
Total cash equivalents		263,659	—	—	263,659
Marketable securities:					
Commercial paper	Level 2	100,411	49	(7)	100,453
U.S. treasury securities	Level 1	60,558	30	—	60,588
Corporate bonds	Level 2	4,750	—	(4)	4,746
Total short-term marketable securities		165,719	79	(11)	165,787
Total assets		$ 429,378	$ 79	$ (11)	$ 429,446

As of December 31, 2025 and 2024 the contractual maturities of the marketable securities were as follows (in thousands):

	December 31,			
	2025		2024	
	Amortized Cost	Fair Value	Amortized Cost	Fair Value
Less than one year	$ 155,813	$ 155,867	$ 165,719	$ 165,787
Due in 1-5 years	113,246	113,172	—	—
Total	$ 269,059	$ 269,039	$ 165,719	$ 165,787

The Company does not intend to sell the marketable securities, and it is not more likely than not that the Company will be required to sell the marketable securities before recovery of their amortized cost basis, which may be at maturity.

For the years ended December 31, 2025, 2024, and 2023 interest income earned from cash and cash equivalents and marketable securities included in other income, net in the consolidated statements of operations and comprehensive loss, consisted of the following (in thousands):

	Year Ended December 31,		
	2025	2024	2023
Cash and cash equivalents	$ 9,898	$ 11,606	$ 10,774
Marketable securities	8,785	8,966	10,928
Total	$ 18,683	$ 20,572	$ 21,702

4. Balance Sheet Details

Prepaid Expenses and Other Current Assets

Prepaid expenses and other current assets as of December 31, 2025 and December 31, 2024 was composed of the following (in thousands):

	December 31,	
	2025	2024
Deferred inventory costs	$ 19,595	$ 14,032
Other prepaid expenses	18,196	11,068
Prepaid marketing expenses	12,736	12,845
Other current assets	6,474	6,946
Total prepaid expenses and other current assets	$ 57,001	$ 44,891

Deferred inventory costs for members are amortized ratably over the membership subscription period. The amortization cost for the years ended December 31, 2025, 2024, and 2023 were $34.2 million, $30.1 million, and $40.7 million, respectively. These amortization costs are included in cost of revenue in the consolidated statements of operations and comprehensive loss.

Inventory

Inventory as of December 31, 2025 and December 31, 2024 was composed of the following (in thousands):

	December 31,	
	2025	2024
Raw materials	$ 6,560	$ 4,834
Work in process	116	1,911
Finished goods	8,960	4,128
Total inventory	$ 15,636	$ 10,873

During the year ended December 31, 2024, the Company incurred excess and obsolete inventory charges related to a strategic decision to shift away from providing kits with tablets and wearable sensors of $1.8 million. During the year ended December 31, 2025, there were no excess and obsolete inventory charges related to this transition. As of December 31, 2025 and December 31, 2024 inventory primarily consisted of the Company's Enso device that have not been shipped to members.

Property, Equipment, and Software, Net

Property, equipment, and software, net as of December 31, 2025 and December 31, 2024 was composed of the following (in thousands):

	December 31,	
	2025	2024
Capitalized internal-use software	$ 22,485	$ 16,477
Computers software and equipment	4,879	4,957
Furniture and fixtures	688	331
Machinery and equipment	2,015	1,976
Leasehold improvements	203	203
Total	30,270	23,944
Accumulated depreciation and amortization	(19,780)	(16,564)
Property, equipment and software, net	$ 10,490	$ 7,380

During the years ended December 31, 2025, 2024, and 2023 depreciation expense was $1.3 million, $2.0 million, and $1.8 million, respectively. During the years ended December 31, 2025, 2024, and 2023 the Company capitalized internal-use software costs of $6.7 million (including $1.3 million in capitalized stock-based compensation expense), $2.7 million, and $2.6 million, respectively, and incurred amortization expense of $3.0 million, $3.6 million, and $3.5 million, respectively.

Accounts Payable and Accrued Liabilities

Accounts payable and accrued liabilities as of December 31, 2025 and December 31, 2024 was composed of the following (in thousands):

	December 31,	
	2025	2024
Accrued employee related costs	$ 9,259	$ 4,164
Accrued employee stock purchase plan liability	2,203	—
Accrued commissions	20,856	12,792
Accrued taxes payable	6,168	2,120
Accrued client refunds	6,295	2,414
Accrued other	12,550	6,363
Total accounts payable and accrued liabilities	$ 57,331	$ 27,853

5. Goodwill and Intangible Assets

In February 2025 the Company acquired certain assets of a privately held company in a transaction that qualified as a business combination under ASC 805, *Business Combinations*, for approximately $4.0 million. The acquisition resulted in an increase in goodwill of $2.5 million, which was related to expected synergies of the acquired workforce, and developed technology and other intangible assets of $1.6 million. The business combination was not material to the consolidated financial statements.

There was no change to the goodwill balance during the year ended December 31, 2024. The change in goodwill balance during the year ended December 31, 2025 was as follows (in thousands):

Balance, as of December 31, 2024	$ 61,607
Acquisition	2,489
Balance, as of December 31, 2025	$ 64,096

Intangible assets, net as of December 31, 2025 and December 31, 2024 were as follows (in thousands, except years):

	December 31, 2025			
	Gross Carrying Amount	Accumulated Amortization	Net Carrying Amount	Weighted Average Remaining Term (years)
Developed technology	$ 4,072	$ (1,895)	$ 2,177	2.9
Tradenames	642	(307)	335	5.3
Total	$ 4,714	$ (2,202)	$ 2,512	

	December 31, 2024			
	Gross Carrying Amount	Accumulated Amortization	Net Carrying Amount	Weighted Average Remaining Term (years)
Developed technology	$ 2,512	$ (1,104)	$ 1,408	4.6
Tradenames	642	(243)	399	6.3
Total	$ 3,154	$ (1,347)	$ 1,807	

The useful lives of developed technology generally is between three to eight years and trade names generally is over ten years. Amortization expense for the years ended December 31, 2025, 2024, and 2023 was $0.9 million, $0.4 million, $0.4 million, respectively.

As of December 31, 2025, future amortization expense related to the intangible assets was estimated as follows (in thousands):

2026	$ 898
2027	898
2028	422
2029	216
2030	64
Thereafter	14
Total	$ 2,512

6. Commitments and Contingencies

Legal and Tax Matters

As of December 31, 2025 and 2024 the Company is not subject to any pending or threatened litigation, individually or in the aggregate, for which it is reasonably possible to have a material effect on its consolidated financial position or results of operations. In addition, state, local, and foreign tax jurisdictions have differing rules and regulations governing sales, use, value-added, and other taxes, and these rules and regulations can be complex and are subject to varying interpretations that may change over time. Based on the Company's evaluation under ASC 450, *Contingencies*, a reserve is established for the estimated liability related to these taxes as and when the amounts are considered probable. For taxes that are reasonably possible, such an estimate cannot be made.

Indemnification Obligations

In the normal course of business, the Company may agree to indemnify third parties with whom it enters into contractual relationships, including clients, lessors, and parties to other transactions with the Company, with respect to certain matters. The Company has agreed, under certain conditions, to hold these third parties harmless against specified losses, such as those arising from a breach of representations or covenants, other third-party claims that the Company's platform, programs or devices when used for their intended purposes infringe the intellectual property rights of such other third parties, or other claims made against certain parties. It is not possible to determine the maximum potential amount of liability under these indemnification obligations due to the Company's limited history of prior indemnification claims and the unique facts and circumstances that are likely to be involved in each particular claim.

7. Leases

The Company leases office spaces under non-cancelable operating lease agreements. These leases have remaining lease terms of approximately one to five years, which represent the non-cancellable periods of the leases. Lease payments consist primarily of fixed rental payments for the right to use the underlying leased assets over the lease terms as well as variable payments for common area maintenance and administrative services. Variable lease costs were immaterial for the years ended December 31, 2025, 2024, and 2023. The Company has also received certain incentives from landlords, such as reimbursements for tenant improvements and rent abatement periods, which effectively reduce the total lease payments owed for these leases. The Company's leases are classified as operating leases. The Company entered into an operating lease for 10,287 square feet in Montreal, Canada which commenced on April 1, 2025. This lease terminates in October 2030.

For the years ended December 31, 2025, 2024, and 2023 the Company's operating lease costs consisted of the following (in thousands):

	Year Ended December 31,		
	2025	2024	2023
Operating lease costs	$ 4,705	$ 4,890	$ 4,635
Short-term lease costs	167	137	187
Less sublease income	—	(133)	(132)
Total lease costs	$ 4,872	$ 4,894	$ 4,690

The cash payments made for operating leases, the weighted-average remaining operating lease term and weighted-average discount rate used in the calculation for the Company's lease assets and lease liabilities as of December 31, 2025, 2024, and 2023 were as follows (in thousands, except years and percentages):

	Year Ended December 31,		
	2025	2024	2023
Cash paid for amounts included in the measurement of lease liabilities:			
Operating cash flows from operating leases	$ 4,614	$ 5,722	$ 5,491

	Year Ended December 31,		
	2025	2024	2023
Weighted-average remaining lease term (in years)	2.10	2.19	3.37
Weighted-average discount rate (in percentages)	9.75 %	8.47 %	8.55 %

As of December 31, 2025, remaining future minimum lease payment obligations under the Company's noncancellable operating leases were as follows (in thousands):

Year Ended December 31,	
2026	$ 4,802
2027	3,546
2028	310
2029	317
2030	269
Thereafter	—
Total lease payments	9,244
Less: imputed interest	(1,205)
Present value of lease liabilities	$ 8,039
Classified as:	
Lease liabilities - current	$ 4,223
Lease liabilities - non current	3,816
Total lease liabilities	$ 8,039

8. Redeemable Convertible Preferred Stock

Redeemable convertible preferred stock ("Preferred Stock") outstanding as of December 31, 2025 consisted of the following (in thousands, except share amounts):

Preferred Stock	Authorized Shares	Issued and Outstanding Shares	Net Value	Liquidation Preference
Series E	4,330,341	2,581,837	$ 199,874	$ 200,000

Preferred Stock outstanding as of December 31, 2024 consisted of the following (in thousands, except share amounts):

Preferred Stock	Authorized Shares	Issued and Outstanding Shares	Net Value	Liquidation Preference
Series Seed - 1	3,078,601	3,078,601	$ 1,057	$ 1,057
Series Seed - 2	493,325	493,325	250	206
Series A-1	975,463	975,463	903	808
Series A-2	7,112,809	7,112,809	7,362	7,362
Series B	11,500,586	11,500,586	24,930	26,000
Series C	10,253,027	10,253,027	74,711	75,000
Series C-1	2,258,620	2,258,620	15,856	15,282
Series D	7,354,666	7,314,041	326,457	319,763
Series E	5,163,674	5,163,674	399,746	400,000
	48,190,771	48,150,146	$ 851,272	$ 845,478

The Company recorded the Preferred Stock at the value of proceeds received on the dates of issuance, net of issuance costs. During the first quarter of 2025, the Company recorded an adjustment to the Series D and Series E preferred stock to reflect the deemed contribution from the extinguishment of certain shares of Series D and Series E preferred stock subject to the Stock Repurchase Agreement.

Pursuant to the Stock Repurchase Agreement, immediately prior to the completion of the Company's IPO, the Company recorded the repurchased shares of Series E preferred stock from Coatue for an aggregate purchase price of $50.0 million.

Immediately prior to the completion of the IPO, the Company filed its amended and restated certificate of incorporation, which authorized 4,330,341 shares of Series E preferred stock. As of December 31, 2025, there were 2,581,837 shares of Series E preferred stock issued and outstanding.

The holders of the Series E preferred stock have the following rights, preferences and privileges as of December 31, 2025:

Voting Rights—The holders of the Series E preferred stock initially vote as though their shares of Series E preferred stock had been converted into shares of Class B common stock (which conversion ratio is subject to any anti-dilution adjustment), with fifteen votes per share on all matters submitted to a vote of the stockholders; provided, however, that the Series E preferred stock does not entitle such holder to vote with respect to the election of directors. The holders of the Series E preferred stock retain additional rights, including the requirement that the Series E holders provide their affirmative vote or written consent in order for the Company to (i) amend, alter or repeal of any provision of its amended and restated certificate of incorporation or amended and restated bylaws in a manner that materially adversely affects the holders of the Series E preferred stock, (ii) waive the rights, preferences, and privileges of the Series E preferred stock including any waiver of the anti-dilution adjustment, (iii) waive the classification of a transaction as a "liquidation transaction" or any distribution of proceeds in connection with the Company's liquidation, dissolution or winding up, or with a merger or consolidation or any other liquidation transaction, (iv) amend, alter, or repeal the definition of the threshold for the Series E preferred stock voting rights, or (v) increase or decrease (other than by conversion) the total number of authorized shares of Series E preferred stock. A "liquidation transaction" occurs if the Company (i) sells, conveys, exclusively licenses or otherwise disposes of all or substantially all of its assets, property or business, in one transaction or a series of related transactions, (ii) merges with or into or consolidates with any other corporation, limited liability company or other entity (other than a wholly-owned subsidiary), in one transaction or a series of related transactions, or (iii) effects the Company's liquidation, dissolution or winding up; provided that none of the foregoing will be considered a liquidation transaction if the transaction is: (A) a merger effected exclusively for the purpose of changing the Company's domicile or (B) a bona fide equity financing in which the Company is the surviving corporation.

Dividends—If the Company's board of directors declares a dividend while shares of the Series E preferred stock remain outstanding, then such shares of Series E preferred stock shall first receive, or simultaneously receive, a dividend on each then outstanding share of Series E preferred stock in an amount at least equal to the dividend payable on each share of Series E preferred stock determined as if all shares of such Series E preferred stock had been converted into the applicable series of common stock.

Conversion—The Series E preferred stock has no stated maturity and will remain outstanding until all shares of the Series E preferred stock are converted into common stock. Each share of Series E preferred stock is initially convertible into one share of Class B common stock (subject to any anti-dilution adjustment) at any time at the option of the holder, except that the shares of the Series E preferred stock will automatically convert into an equal number of shares of Class A common stock or Class B common stock, as applicable (subject to any anti-dilution adjustment), upon the sale of the Company's common stock in a firm commitment underwritten public offering pursuant to a registration statement under the Securities Act where the public offering price is at least $77.46420 per share and the Company receives at least $100.0 million in aggregate cash proceeds, net of underwriting discounts and commissions. However, each share of Series E preferred stock will not be convertible into Class B common stock and instead will be convertible into Class A common stock (i) after the Class B Mandatory Conversion Time (as defined in the Company's amended and restated certificate of incorporation), (ii) after the date any person and such person affiliates that beneficially owned shares of Series E preferred stock as of the immediately upon the filing and effectiveness of the Company's amended and restated certificate of incorporation in connection with the IPO ("Effective Time") cease to beneficially own in the aggregate a number of shares of capital stock equal to at least 50% of the capital stock that such person and such person's affiliates beneficially owned in the aggregate as of the Effective Time, or (iii) at any time that such Series E preferred stock is held by any person who was not the beneficial owner of such shares of Series E preferred stock as of the Effective Time. Once converted into common stock, the Series E preferred stock may not be reissued.

Anti-Dilution Adjustments—Subject to certain exceptions, any time the Company issues additional shares of capital stock without consideration or for consideration less than the Series E preferred stock conversion price, which is $77.46420, the Series E preferred stock conversion price will be automatically adjusted downward according to a broad-based weighted average formula, according to which the Series E preferred stock conversion price will be automatically adjusted by a fraction, (x) the numerator of which shall be the number of shares of common stock outstanding and deemed issued according to the Company's amended and restated certificate of incorporation ("Outstanding Common") plus the number of shares of common stock that the aggregate consideration received by the Company for such issuance of the Additional Stock (as defined below) would purchase at such conversion price; and (y) the denominator of which shall be the number of shares of Outstanding Common plus the number of shares of such Additional Stock. "Additional Stock" is any common stock issued or deemed issued by the Company after October 22, 2021, other than (i) securities issued pursuant to stock splits, stock dividends and similar transactions, (ii) securities issuable upon conversion, exchange or exercise of convertible, exchangeable or exercisable securities outstanding as of October 22, 2021, including, without limitation, warrants, notes or options, (iii) common stock issued or issuable pursuant to the Company's stock option plans or restricted stock plans or agreements, (iv) the Company's sale of common stock issued or issuable in a firm commitment underwritten public offering pursuant to a registration statement under the Securities Act, (v) securities issued or issuable as consideration for the acquisition by the Company of another company or business approved by the Company's board of directors, (vi) securities issued or issuable primarily for non-equity financing purposes to financial institutions, equipment lessors, brokers or similar persons in connection with commercial credit arrangements, equipment financings, commercial property lease transactions or similar transactions approved by the board of directors, (vii) securities issued or issuable to an entity as a component of any business relationship with such entity primarily for the purpose of (a) joint venture, technology licensing or development activities, (b) distribution, supply or manufacture of the Company's products or services or (c) any other arrangements involving corporate partners that are primarily for purposes other than raising capital, the terms of which business relationship with such entity are approved by the Company's board of directors, (viii) common stock issued or issuable upon conversion of the Preferred Stock and (ix) securities issued or issuable in any other transaction for a consideration per share of less than the Series E preferred stock conversion price if the holders of the Series E preferred stock provide their affirmative vote.

Fractional Shares—The Company will not issue any fraction of a share of common stock upon any conversion of the Series E preferred stock. If the issuance would result in the issuance of a fraction of a share of common stock, the number of shares of common stock to be issued will be rounded down to the nearest whole share.

Right to Receive Liquidation Distribution—In the event of the Company's liquidation, dissolution, or winding up, the holders of shares of the Series E preferred stock will be entitled to receive out of the net assets legally available for distribution to stockholders, after the payment of all of the Company's debts and other liabilities, prior and in preference to any distribution of any assets to holders of the Company's common stock, an amount of $77.46420 per share for each then outstanding share of Series E preferred stock plus any declared but unpaid dividends on such shares, which amount is equal to $200.0 million as of December 31, 2025. In order to waive any distribution of proceeds in the event of the Company's liquidation, dissolution, or winding up, the holders of the Series E preferred stock must provide their written consent or affirmative vote.

Redemption—The Series E preferred stock is not mandatorily redeemable.

Fully Paid and Non-Assessable—All of the outstanding shares of the Series E preferred stock are fully paid and non-assessable.

9. Common Stock, Equity Incentive Plans and Stock-Based Compensation

Common Stock

Immediately prior to the completion of the IPO, the Company filed its amended and restated certificate of incorporation, which authorized a total of 1,000,000,000 shares of Class A common stock, 120,000,000 shares of Class B common stock, 4,330,341 shares of Series E preferred stock, and 100,000,000 shares of undesignated preferred stock. The amended and restated certificate of incorporation provided for the Common Stock and Series E Preferred Stock Reclassification and the Preferred Stock Reclassification. The rights of the holders of Class A common stock and Class B common stock are identical, except with respect to voting and conversion. Each share of Class A common stock is entitled to one vote per share and is not convertible into any other shares of the Company's capital stock. Each share of Class B common stock is entitled to fifteen votes per share and is convertible into one share of Class A common stock at any time. The Company's Class B common stock also will automatically convert into shares of Class A common stock upon certain transfers and other events.

On November 10, 2025, the Company's board of directors approved a share repurchase program with authorization to purchase up to $250.0 million of its Class A Common Stock. Repurchases under the program may be made in the open market, in privately negotiated transactions, or by other methods, with the amount and timing of repurchases to be determined at the Company's discretion, depending on market conditions and corporate needs. Open market repurchases will be structured to occur in accordance with applicable federal securities laws, including within the pricing and volume requirements of Rule 10b-18 under the Securities Exchange Act of 1934, as amended. The Company may also, from time to time, enter into Rule 10b5-1 plans to facilitate repurchases of its shares under this authorization. This program does not obligate the Company to acquire any particular amount of Class A Common Stock, and may be modified, suspended, or terminated at any time at the discretion of the Company's board of directors. The Company expects to fund repurchases with existing cash and cash equivalents and from cash from operations. During the fourth quarter of 2025, the Company repurchased and cancelled 1,384,485 Class A common shares for $65.0 million. The Company's policy is to record the repurchase to additional paid-in capital in the consolidated balance sheets.

The Inflation Reduction Act of 2022 imposes a 1% excise tax on certain net fair market value of certain stock repurchases. For the year ended December 31, 2025, no excise tax liability was recognized because the fair market value of stock issuances exceeded the fair market value of stock repurchases.

In March 2025, the Company’s board of directors adopted, and the stockholders approved, the 2025 Incentive Award Plan (“2025 Plan”), with an initial share reserve of 12,101,419, which includes any reserved but unissued shares under the 2017 Plan at the time the 2025 Plan became effective. The 2025 Plan became effective on the business day immediately prior to the date of effectiveness of the registration statement on Form S-1 relating to the Company's IPO Registration Statement, and is the successor to and continuation of the 2017 Plan. Stock options and restricted stock units granted generally vest over four years. As of December 31, 2025, there were 12,537,604 shares available to be issued under the 2025 Plan.

2017 Equity Incentive Plan

In 2017, the Company’s board of directors adopted the 2017 Plan. The Company’s board of directors, at its sole discretion, is responsible for the administration of the 2017 Plan. As of December 31, 2024, there were 37,542,593 shares of common stock authorized under the 2017 Plan, with 2,191,805 shares of common stock available to be issued.

In connection with the IPO, the 2017 Plan was terminated. All shares that remained available for future issuance under the 2017 Plan at that time were transferred to the 2025 Plan. To the extent that grants outstanding under the 2017 Plan terminate, cancel or are forfeited, the shares reserved for issuance under such grants are transferred to the 2025 Plan and become available for subsequent grant thereunder.

2025 Employee Purchase Plan

In March 2025, the Company’s board of directors adopted, and the stockholders approved, the Employee Stock Purchase Plan (“ESPP”), which qualifies as an “employee stock purchase plan” under Section 423 of the Internal Revenue Code of 1986, as amended (“Code”), and pursuant to which 2,371,452 shares of Class A common stock were reserved for future issuance. The ESPP became effective on the business day immediately prior to the date of effectiveness of the IPO Registration Statement. The ESPP is designed to enable eligible employees to purchase shares of the Company's Class A common stock at a discount on a periodic basis through payroll deductions. Each offering period under the ESPP is for one year and consists of two six-month purchase periods, except for the first purchase period post-IPO. The purchase price for shares of Class A common stock purchased under the ESPP is 85% of the lesser of the fair market value of the Company’s Class A common stock on the first day of the applicable offering period and the fair market value of the Company’s Class A common stock on the last day of each purchase period. As of December 31, 2025, approximately 298,019 of Class A common shares were issued under this plan and as of December 31, 2025 2,073,433 of Class A common stock were available to be issued.

Stock-Based Compensation Expense

Stock-based compensation expense for the years ended December 31, 2025, 2024, and 2023 were as follows (in thousands):

	Year Ended December 31,		
	2025	2024	2023
Cost of revenue	$ 18,969	$ 97	$ 166
Research and development	264,587	202	495
Sales and marketing	106,043	223	511
General and administrative	253,410	217	473
Total stock-based compensation	$ 643,009	$ 739	$ 1,645

Satisfaction of Performance Vesting Condition in Certain Stock Options and RSUs and PRSUs

During the year ended December 31, 2025, the liquidity event for the RSUs and performance-based restricted stock units ("PRSUs") was met and the Company recognized $400.5 million and $238.6 million, respectively of stock-based compensation expense for the portion of the service period and performance condition completed by employees and non-employees from the grant date through the year ended December 31, 2025.

Restricted Stock Units and Performance-Based Restricted Stock Units

RSUs granted under the 2017 Plan vest upon the satisfaction of both a service condition and were subject to a liquidity event prior to the completion of the Company's IPO. In general, RSUs vest over four years. The fair value of each RSU is based on the estimated fair value of the Company's common stock on the date of grant.

Performance-based awards granted under the 2017 Plan generally include service-based components and performance target, which may include revenue targets or attaining a specific public market valuation of the Company's outstanding common shares. PRSUs are subject to continued employment and were subject to a liquidity event prior to the completion of the Company's IPO. The fair value of each PRSU is based on the estimated fair value of the Company's common stock on the date of grant.

The following is a summary of the Company's RSU and PRSU activity during the year ended December 31, 2025:

	Number of restricted stock units	Weighted average grant-date fair value (per share)	Number of performance-based restricted stock units	Weighted average grant-date fair value (per share)
Outstanding as of December 31, 2024	15,061,414	$ 26.76	11,424,836	$ 20.08
Granted	3,468,652	35.08	1,890,751	25.03
Vested	(12,440,797)	26.65	(5,733,484)	19.95
Forfeited	(1,045,665)	30.37	(1,888,501)	20.11
Outstanding as of December 31, 2025	5,043,604	32.01	5,693,602	21.84

As of December 31, 2025, the Company had $93.0 million of unrecognized stock-based compensation expense related to RSUs that will be recognized over the weighted average period of 2.3 years.

The intrinsic value of the RSUs was $234.3 million as of December 31, 2025.

As of December 31, 2025, the Company had $0.2 million of unrecognized stock-based compensation expense related to PRSUs that will be recognized over the weighted average period of 0.7 years.

The intrinsic value of the PRSUs was $264.5 million as of December 31, 2025.

During the year ended December 31, 2025, the Company granted its Chief Executive Officer ("CEO") 1,888,501 performance-based awards that vest upon the satisfaction of a market condition and liquidity event of the Company's outstanding shares of common stock. The grant date fair value of the PRSUs is based on a Monte Carlo simulation model. The assumptions for the Monte Carlo simulation model include; expected term of 7 years, risk-free rate ranges from 4.3% to 4.6%, discount for lack of marketability of 20%, volatility ranges from 58% to 71%, and expected dividend yield of 0%.

Additionally, the board of directors approved the cancellation of the Executive Chairman's ("EC") 1,888,501 PRSUs that vest upon the satisfaction of a market condition and liquidity event. These awards did not result in recording stock-based compensation expense because such PRSUs were improbable of vesting at the time of cancellation.

Stock Options

Stock options granted under the 2017 Plan generally expire within ten years from the date of grant, generally vest over four years and are exercisable for shares of the Company's common stock. The Company has not issued stock options since March 31, 2021. A summary of the stock options and changes during the year ended December 31, 2025 are presented below:

	Number of options	Weighted-average exercise price per share	Weighted average remaining contractual life (years)	Aggregate intrinsic value (in thousands)
Balances at December 31, 2024	2,905,276	$ 1.28	3.8	$ 101,782
Options exercised	(1,503,985)	0.94		
Options forfeited and expired [1]	(37,296)	1.58		
Balances at December 31, 2025	1,363,995	$ 1.64	3.4	$ 61,121
Options exercisable at December 31, 2025	1,363,995	$ 1.64	3.4	$ 61,121
Options vested at December 31, 2025	1,363,995	$ 1.64	3.4	$ 61,121

(1) 20,636 common stock options expired at a weighted average price of $1.94 per share.

The fair value of the options were expensed over the vesting period, on a straight-line basis, as the services are being provided. The intrinsic value is calculated as the difference between the exercise price of the underlying stock option award and the fair value of the Company's common stock. The total intrinsic values of options exercised during the year ended December 31, 2025 was $68.5 million.

During the year ended December 31, 2025, the Company had fully expensed the stock-based compensation expense and there was no remaining expense.

Employee Stock Purchase Plan

The fair value of each ESPP share is estimated on the enrollment date of the most recent offering period using the Black-Scholes-Merton option-pricing model and the assumptions noted in the following table:

	December 31, 2025	
	Six Months	1 Year
Risk-free interest rate	3.7 %	3.6 %
Expected volatility	71.0 %	71.0 %
Expected term (in years)	0.5	1.0
Expected dividend rate	0 %	0 %

The fair value of stock purchase rights granted under the ESPP during the 6-month and 12-month period from the date of the IPO, May 22, 2025 was $11.65 per share and $13.60 per share, respectively. The fair value of the stock purchase rights granted under the ESPP during the 6-month and 12-month periods from the November 17, 2025 offering period was $15.71 per share and $18.33 per share. As of December 31, 2025, the Company had $3.9 million of unrecognized compensation expense related to the ESPP that will be recognized over a weighted average period of 0.4 years.

Restricted Stock Awards and Partial Recourse Promissory Notes

On February 4, 2025, the Company's EC repaid in full the aggregate principal and interest amount outstanding pursuant to his partial recourse promissory note in the amount of $2.2 million. On February 7, 2025, the Company's CEO repaid in full the aggregate principal and interest amount outstanding pursuant to his partial recourse promissory note in the amount of $2.2 million. On February 26, 2025, the Company's former Chief Financial Officer ("CFO") repaid in full the aggregate principal and interest amount outstanding pursuant to his partial recourse promissory note in the amount of $0.5 million. As of December 31, 2025, all principal and interest was repaid in full on the outstanding balance of all partial recourse promissory notes due to the Company.

10. Income Taxes

The components of loss before income taxes for the years ended December 31, 2025, 2024, and 2023 were as follows (in thousands):

	Year Ended December 31,		
	2025	2024	2023
United States	$ (529,840)	$ (12,396)	$ (99,847)
Foreign	2,577	1,140	(8,698)
Loss before provision for income taxes	$ (527,263)	$ (11,256)	$ (108,545)

The federal and state income tax provision (benefit) for the years ended December 31, 2025, 2024, and 2023 is summarized as follows (in thousands):

	Year Ended December 31,		
	2025	2024	2023
Current			
Federal	$ 58	$ 329	$ —
State	413	295	—
International	474	638	68
Total current tax expense	$ 945	$ 1,262	$ 68
Deferred			
Federal	$ —	$ —	$ —
State	—	—	—
International	53	(585)	(473)
Total deferred tax benefit	$ 53	$ (585)	$ (473)
Total federal	$ 58	$ 329	$ —
Total state	413	295	—
Total international	527	53	(405)
Total tax expense (benefit)	$ 998	$ 677	$ (405)

The Company's U.S. federal statutory income tax rate for the year ended December 31, 2025 was less than the U.S. federal statutory income tax rate of 21% primarily due to the valuation allowance on U.S. and foreign deferred tax assets as follows (in thousands, except percentages):

	Year Ended December 31,	
	2025	
U.S. federal statutory income tax rate	$ (110,725)	21.0 %
Domestic federal		
Tax credits	(10,552)	2.0 %
Nontaxable or nondeductible items		
Excess officer compensation	58,488	(11.1)%
Stock-based compensation	(33,630)	6.4 %
Other	527	(0.1)%
Changes in valuation allowance	96,507	(18.3)%
Other	58	— %
Domestic state and local income taxes, net of federal effect [1]	326	(0.1)%
Foreign tax effects	(1)	— %
Total	$ 998	(0.2)%

(1) Income taxes in Texas make up the majority (greater than 50%) of the tax effect in this category.

The Company's effective tax rate for the years ended December 31, 2024 and 2023 were less than the U.S. federal statutory income tax rate of 21.0% primarily due to the valuation allowance on U.S. and foreign deferred tax assets and permanent differences, offset by state taxes as follows:

	Year Ended December 31,	
	2024	2023
United States federal taxes at statutory rate	21.0 %	21.0 %
State tax	23.7 %	6.8 %
Change in valuation allowance	(87.1)%	(32.3)%
Research Credits	40.7 %	8.8 %
Meals and entertainment	(4.3)%	(0.3)%
Stock-based compensation	(1.2)%	(0.3)%
Foreign rate differential	1.3 %	(5.1)%
Other permanent differences	(0.1)%	1.8 %
Total	(6.0)%	(0.4)%

The Company paid the following cash taxes during the year ended December 31, 2025 (in thousands):

	Year Ended December 31,
	2025
Federal	$ 388
State and local	
Illinois	217
Texas	224
Other	213
	654
Foreign	
India	514
Total	$ 1,556

During the years ended December 31, 2024 and 2023, cash taxes paid were immaterial.

Deferred income taxes reflect the net tax effects of (1) temporary differences between the carrying amounts of assets and liabilities for financial reporting purposes and the amounts used for income tax purposes, (2) operating losses and tax credit carryforwards and (3) foreign withholding taxes.

The tax effects of significant items comprising the Company's deferred tax assets as of December 31, 2025 and 2024 are as follows (in thousands):

	December 31,	
	2025	2024
Deferred tax assets:		
Net operating losses	$ 90,283	$ 76,012
Capitalized research and development costs	108,896	41,220
Research and development credits	33,597	17,521
Lease liability	1,919	2,581
Accruals and reserves	7,471	4,438
Property and equipment and intangibles	6,043	6,819
Foreign credits	3,106	1,724
Stock-based compensation	14,599	85
Other	84	56
Total deferred tax assets	265,998	150,456
Valuation allowance	(263,368)	(147,176)
Deferred tax liabilities:		
Right-of-use deferred tax liability	(1,625)	(2,222)
Total deferred tax liabilities	(1,625)	(2,222)
Net deferred tax assets	$ 1,005	$ 1,058
Classified as:		
Other assets - non-current	$ 1,005	$ 1,058

As of December 31, 2025 and 2024, the Company has not provided foreign withholding taxes on the undistributed earnings of its foreign operations because it intends to permanently reinvest such earnings outside the U.S. Due to a one-time transaction, however, the Company accrued foreign withholding taxes of $0.5 million during 2023.

Based on the cumulative operating losses to date, the Company believes it is more likely than not that the deferred tax assets will not be realized, such that a full valuation allowance has been recorded against its U.S. federal and state next deferred tax assets as of December 31, 2025.

During the years ended December 31, 2025, 2024, and 2023, the valuation allowance increased by $116.2 million, $16.8 million, and $27.4 million respectively.

Net operating losses and tax credit carryforwards as of December 31, 2025 are as follows (in thousands, except for years):

	Amount	Expiration Years
Net operating losses, federal	$ 345,741	N/A
Net operating losses, foreign	15,289	2036-2043
Net operating losses, state	262,887	2026-2045
Tax credits, federal	30,983	2034
Tax credits, state	15,346	N/A

Under Section 382 of the Internal Revenue Code of 1986, as amended (“Code”), the Company’s ability to utilize net operating loss carryforwards or other tax attributes, such as research and development tax credits (under IRC Section 383), in any taxable year may be limited if it experiences an ownership change.

The following table summarizes the activity related to the Company’s unrecognized tax benefits (in thousands):

	Year Ended December 31,		
	2025	2024	2023
Balance, beginning of year	$ 5,890	$ 4,238	$ 481
Tax positions during the current year			
Additions	4,043	1,216	1,525
Tax positions related to the prior year			
Additions	276	436	2,232
Balance	$ 10,209	$ 5,890	$ 4,238

The Company files federal, state and foreign tax returns in jurisdictions with varying statutes of limitations. Due to the Company’s net operating loss carryforwards, income tax returns generally remain subject to examination by federal and most state tax authorities. All tax years since inception remain subject to examination by the tax jurisdictions.

The Company’s policy is to recognize interest and penalties associated with uncertain tax benefits as part of the income tax provision and include accrued interest and penalties with the related income tax liability on the Company’s consolidated balance sheets. To date, the Company does not have any liability for uncertain tax positions.

On July 4, 2025, the One, Big, Beautiful Bill Act ("OBBBA") was signed into law. The OBBBA includes several changes to U.S. federal income tax law, including the repeal of the requirement to capitalize and amortize domestic research and development expenditures under Section 174, modifications to bonus depreciation, and changes to the U.S. international tax regime. The Company will continue to evaluate the impact of OBBBA and related guidance; however, given the Company’s full U.S. valuation allowance, the OBBBA does not have a material impact on the Company’s consolidated financial statements.

11. Net Loss Per Share

The Company computes net loss per share utilizing the two-class method required for participating securities. The two-class method determines net loss per share for each class of common stock and participating securities according to dividends declared or accumulated and participation rights in undistributed income. The rights, including the liquidation and dividend rights, of the holders of the Company’s Class A common stock and Class B common stock are identical, except with respect to voting. As a result, the basic and diluted net loss per share for all shares of Class A common stock and Class B common stock are the same and therefore presented on a combined basis.

The following table presents the reconciliation of the numerator and denominator for calculating basic and diluted net loss per share (in thousands, except per share data):

	Year Ended December 31,		
	2025	2024	2023
Numerator:			
Net loss	$ (528,261)	$ (11,933)	$ (108,141)
Adjustment to reflect deemed contribution from Series D and Series E redeemable convertible preferred stock extinguishment [(1)]	104,174	—	—
Net loss attributable to common stockholders	$ (424,087)	$ (11,933)	$ (108,141)
Denominator:			
Weighted-average number of shares used in computing net loss per share attributable to common stockholders, basic and diluted	54,577	13,558	13,017
Net loss per share attributable to common stockholders, basic and diluted	$ (7.77)	$ (0.88)	$ (8.31)

(1) As discussed in Note 8, Redeemable Convertible Preferred Stock, the Company has concluded that transactions contemplated by the Stock Repurchase Agreement resulted in a modification which should be accounted as an extinguishment transaction. This extinguishment was treated as a deemed contribution for the purpose of calculating net loss attributable to common stockholders.

Certain potentially issuable shares have been excluded from the calculation of diluted net loss per share during the years ended December 31, 2025, 2024, and 2023 because their inclusion would have been anti-dilutive (in thousands):

	Year Ended December 31,		
	2025	2024	2023
Preferred Stock	2,582	48,150	48,150
Stock options	1,364	2,905	3,374
Restricted stock units	5,044	15,062	13,515
Performance restricted stock units	5,694	11,425	11,425
Restricted stock awards	—	2,597	2,597
Total	14,684	80,139	79,061

12. Related Party Transactions

On February 4, 2025, the Company's EC repaid in full the aggregate principal and interest amount outstanding pursuant to his partial recourse promissory note in the amount of $2.2 million. On February 7, 2025, the Company's CEO repaid in full the aggregate principal and interest amount outstanding pursuant to his partial recourse promissory note in the amount of $2.2 million. On February 26, 2025, the Company's former CFO repaid in full the aggregate principal and interest amount outstanding pursuant to his partial recourse promissory note in the amount of $0.5 million. Refer to Note 9, *Common Stock, Equity Incentive Plans and Stock-Based Compensation* for further details.

The Company engages the law firm of Perkins Coie LLP for various legal services. Fees incurred for services provided by Perkins Coie LLP for the year ended December 31, 2025 were $1.7 million, of which $0.7 million were included in accounts payable and accrued liabilities included in the consolidated balance sheets. Fees incurred for services provided by Perkins Coie LLP for the year ended December 31, 2024 were $2.0 million, of which $0.5 million were included in accounts payable and accrued liabilities included in the consolidated balance sheets. A sibling of the CEO is a partner with Perkins Coie LLP.

13. Employee Benefit Plans

The Company sponsors a qualified 401(k) defined contribution plan covering eligible employees. Participants may contribute a portion of their annual compensation limited to a maximum annual amount set by the IRS. Employer contributions to the plan are discretionary. During the years ended December 31, 2025, 2024, and 2023, the Company contributed $3.2 million, $3.2 million, and $3.1 million, respectively, to this plan.

14. Segment Information

Operating segments are defined as components of an enterprise where separate financial information is evaluated regularly by the chief operating decision maker ("CODM"), which the Company has identified as being the CEO, in deciding how to allocate resources and assessing performance. The Company operates in one operating segment and one reportable segment. The Company's CODM allocates resources and assesses performance at the consolidated level.

The CODM uses consolidated net loss as the measure of profit or loss in order to identify underlying trends in the performance of the business and to allocate resources and assess performance. The Company's objective in making resource allocation decisions is to optimize the consolidated financial results. Consolidated financial forecasts and budget to actual results are also used by the CODM to assess performance and allocate resources, make strategic decisions related to headcount and incur capital expenditures.

The CODM reviews total assets as reported on the consolidated balance sheets. The CODM does not review segment assets at a level other than that presented in the Company's consolidated balance sheets.

The table below presents the Company's consolidated loss including significant segment expenses (in thousands):

	Year Ended December 31,		
	2025	2024	2023
Revenue	$ 587,860	$ 390,404	$ 292,730
Less (add):			
Excess and obsolete inventory charge (1)	—	1,812	10,264
Restructuring, acquisition and other expenses (2)	5,351	9,138	—
Stock-based compensation expense (3)	643,009	739	1,645
Other segment expenses (4)	(644)	(25,851)	(21,995)
Cost of revenue (excluding 1,2,3, 4)	98,735	87,524	87,743
Research and development (excluding 2,3,4)	89,709	99,345	109,564
Sales and marketing (excluding 2,3,4)	207,890	164,717	147,108
General and administrative (excluding 2,3,4)	72,071	64,913	66,542
Net loss	$ (528,261)	$ (11,933)	$ (108,141)

(4) Other segment expenses include other income, net, employer taxes related to stock-based compensation expense, amortization of intangible assets and provision for (benefit from) income taxes.

The Company currently sells its subscriptions to its customers and generates substantially all of its revenue in the U.S.

Long-lived assets consisted of intangible assets, property, equipment and software, net and right-of-use assets. Long-lived assets by geographical location are as follows (in thousands):

	December 31,	
	2025	2024
United States	$ 18,679	$ 18,128
Outside the United States	1,184	666
Total	$ 19,863	$ 18,794

15. Subsequent Event

On November 10, 2025, the Company's board of directors approved a Share Repurchase Program with authorization to purchase up to $250.0 million of its Class A Common Stock. Repurchases under the Share Repurchase Program may be made in the open market, in privately negotiated transactions, or by other methods, with the amount and timing of repurchases to be determined at its discretion, depending on market conditions and corporate needs. Subsequent to December 31, 2025, the Company had used $65 million to repurchase additional shares under the program.

Item 9. Changes in and Disagreements With Accountants on Accounting and Financial Disclosures

None.

Item 9A. Controls and Procedures

Evaluation of Disclosure Controls and Procedures

Our management, with the participation of our principal executive officer and principal financial officer, has evaluated the effectiveness of our disclosure controls and procedures, as defined in Rules 13a-15(e) and 15d-15(e) under the Exchange Act, as of the end of the period covered by this Annual Report.

Based on that evaluation, our principal executive officer and principal financial officer concluded that, as of the end of the period covered by this Annual Report, our disclosure controls and procedures were effective to provide reasonable assurance that the information we are required to disclose in reports that we file or submit under the Exchange Act is (i) recorded, processed, summarized, and reported within the time periods specified in SEC rules and forms, and (ii) accumulated and communicated to our management, including our principal executive officer and principal financial officer, as appropriate, to allow timely decisions regarding required disclosure.

Management's Report on Internal Control Over Financial Reporting

This Annual Report does not include a report of management's assessment regarding internal control over financial reporting or an attestation report of our independent registered public accounting firm due to a transition period established by rules of the SEC for newly public companies.

Changes in Internal Control Over Financial Reporting

There were no changes in our internal control over financial reporting identified in connection with the evaluation required by Rules 13a-15(d) and 15d-15(d) of the Exchange Act during the quarter ended December 31, 2025 that have materially affected, or are reasonably likely to materially affect, our internal control over financial reporting.

Limitations on Effectiveness of Controls and Procedures

Our management, including our principal executive officer and principal financial officer, believes that our disclosure controls and procedures and internal control over financial reporting are designed to provide reasonable assurance of achieving their objectives and are effective at the reasonable assurance level. However, the effectiveness of any internal control over financial reporting is subject to inherent limitations, including the exercise of judgment in designing, implementing, operating and evaluating the controls and procedures, and the inability to eliminate misconduct completely. Because of the inherent limitations in all control systems, no evaluation of controls can provide absolute assurance that all control issues and instances of fraud, if any, have been detected. Additionally, controls can be circumvented by the individual acts of some persons, by collusion of two or more people, or by management override of the controls. The design of any system of controls also is based in part upon certain assumptions about the likelihood of future events, and there can be no assurance that any design will succeed in achieving its stated goals under all potential future conditions; over time, controls may become inadequate because of changes in conditions, or the degree of compliance with policies or procedures may deteriorate. Because of the inherent limitations in a cost-effective control system, misstatements due to error or fraud may occur and not be detected.

Item 9B. Other Information

During the three months ended December 31, 2025, none of our directors or "officers" (as defined in Rule 16a-1(f) under the Exchange Act) adopted, modified, or terminated a "Rule 10b5-1 trading arrangement" or "non-Rule 10b5-1 trading arrangement," as each term is defined in Item 408(a) of Regulation S-K, except as follows:

- On December 1, 2025, Gabriel Mecklenburg, the Company's Co-Founder and director, adopted a Rule 10b5-1 trading arrangement intended to satisfy the affirmative defense conditions of Rule 10b5-1(c) for the sale of up to an aggregate of 600,000 shares of our Class A common stock. The trading plan will terminate at the earlier of the execution of all trading orders pursuant to the plan or July 31, 2026.

Item 9C. Disclosure Regarding Foreign Jurisdiction that Prevent Inspections

Not applicable.

Part III

Item 10. Directors, Executive Officers and Corporate Governance

We have adopted a Code of Ethics that applies to our officers, directors and employees, which is available on our website (ir.hingehealth.com) under "Governance." The Code of Ethics is intended to qualify as a "code of ethics" within the meaning of Section 406 of the Sarbanes-Oxley Act of 2002, as amended, and Item 406 of Regulation S-K. In addition, we intend to promptly disclose on our website (ir.hingehealth.com) (1) the nature of any amendment to our Code of Ethics that applies to our directors or our principal executive officer, principal financial officer, principal accounting officer or controller or persons performing similar functions and (2) the nature of any waiver, including an implicit waiver, from a provision of our Code of Ethics that is granted to a director or one of these specified officers, the name of such person who is granted the waiver and the date of the waiver.

We have adopted insider trading policies and procedures governing the purchase, sale and other dispositions of our securities by directors, officers and employees that are designed to promote compliance with insider trading laws, rules and regulations, and applicable NYSE listing standards, as well as procedures designed to further the foregoing purposes. A copy of our insider trading policy is filed with this Annual Report on Form 10-K as Exhibit 19.1.

The remaining information required by this item is incorporated by reference to the definitive Proxy Statement for our 2026 Annual Meeting of Stockholders, which will be filed with the SEC no later than 120 days after December 31, 2025.

Item 11. Executive Compensation

The information required by this item is incorporated by reference to the definitive Proxy Statement for our 2026 Annual Meeting of Stockholders, which will be filed with the SEC no later than 120 days after December 31, 2025.

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

The information required by this item is incorporated by reference to the definitive Proxy Statement for our 2026 Annual Meeting of Stockholders, which will be filed with the SEC no later than 120 days after December 31, 2025.

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

The information required by this item is incorporated by reference to the definitive Proxy Statement for our 2026 Annual Meeting of Stockholders, which will be filed with the SEC no later than 120 days after December 31, 2025.

Item 14. Principal Accounting Fees and Services

The information required by this item is incorporated by reference to the definitive Proxy Statement for our 2026 Annual Meeting of Stockholders, which will be filed with the SEC no later than 120 days after December 31, 2025.

Part IV

Item 15. Exhibits, Financial Statement Schedules

We have filed the following documents as part of this Annual Report on Form 10-K:

1. Consolidated Financial Statements.

   See Index to Consolidated Financial Statements in Part II, Item 8, "Financial Statements and Supplementary Data" in this Annual Report on Form 10-K.

2. Financial Statement Schedules.

   No financial statement schedules are provided because the information called for is not required or is shown in the financial statements or the notes thereto.

3. Exhibits.

   The documents set forth below are filed herewith or incorporated herein by reference to the location indicated.

		Incorporation by Reference				
Exhibit Number	Description	Form	File No.	Exhibit	Filing Date	Provided Herewith
3.1	Amended and Restated Certificate of Incorporation of Hinge Health, Inc.	8-K	001-42657	3.1	May 23, 2025	
3.2	Amended and Restated Bylaws of Hinge Health, Inc.	8-K	001-42657	3.2	May 23, 2025	
4.1	Form of Class A Common Stock Certificate.	S-1/A	333-285682	4.2	April 7, 2025	
4.2	Form of Class B Common Stock Certificate.	S-8	333-287497	4.7	May 22, 2025	
4.3	Description of Securities.					X
4.4	Fourth Amended and Restated Investors' Rights Agreement, dated October 22, 2021, as amended, by and among Hinge Health, Inc. and the investors listed therein.	S-1/A	333-285682	4.3	April 7, 2025	
10.1#	Hinge Health, Inc. 2017 Equity Incentive Plan, as amended, and form of agreement thereunder.	S-1/A	333-285682	10.1	May 5, 2025	
10.2#	Hinge Health, Inc. 2025 Incentive Award Plan and related form agreements.	S-1/A	333-285682	10.2	April 7, 2025	
10.3#	Hinge Health, Inc. 2025 Employee Stock Purchase Plan and related form agreements.	S-1/A	333-285682	10.3	April 7, 2025	
10.4#	Non-Employee Director Compensation Program.	S-1/A	333-285682	10.4	April 7, 2025	
10.5#	Form of Indemnification Agreement between Hinge Health, Inc. and each of its Directors and Executive Officers.	S-1/A	333-285682	10.5	April 7, 2025	
10.6#	Form of Change in Control and Severance Agreement.	S-1/A	333-285682	10.6	May 13, 2025	
10.7#	Form of Change in Control and Severance Agreement - One Year Acceleration.	10-Q	001-42657	10.7	August 11, 2025	
10.8#	Employment Agreement by and between Hinge Health, Inc. and Daniel Perez.					X
10.9#	Employment Agreement by and between Hinge Health, Inc. and Gabriel Mecklenburg.					X
10.10#	Employment Agreement by and between Hinge Health, Inc. and James Budge.	S-1/A	333-285682	10.8	May 13, 2025	
10.11#	Employment Agreement by and between Hinge Health, Inc. and James Pursley.	S-1/A	333-285682	10.9	May 13, 2025	
19.1	Insider Trading Policy.					X
21.1	List of Subsidiaries of Hinge Health, Inc.					X
23.1	Consent of Deloitte and Touche LLP, Independent Registered Public Accounting Firm					X

24.1	Power of Attorney (included in the signature page to this Annual Report on Form 10-K)	X
31.1*	Certification of Principal Executive Officer Pursuant to Rules 13a-14(a) and 15d-14(a) under the Securities Exchange Act of 1934, as Adopted Pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.	X
31.2*	Certification of Principal Financial Officer Pursuant to Rules 13a-14(a) and 15d-14(a) under the Securities Exchange Act of 1934, as Adopted Pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.	X
32.1*	Certification of Principal Executive Officer Pursuant to 18 U.S.C. Section 1350, as Adopted Pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.	X
32.2*	Certification of Principal Financial Officer Pursuant to 18 U.S.C. Section 1350, as Adopted Pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.	X
97.1	Compensation Recovery Policy.	X
101.INS	Inline XBRL Instance Document – the instance document does not appear in the Interactive Data File because XBRL tags are embedded within the Inline XBRL document.	
101.SCH	Inline XBRL Taxonomy Extension Schema With Embedded Linkbase Documents	
104	Cover Page Interactive Data File (embedded within the Inline XBRL document)	

# Indicates management contract or compensatory plan

* The certifications attached as Exhibit 32.1 and 32.2 that accompany this Annual Report on Form 10-K are deemed furnished and not "filed" with the SEC, and shall not be incorporated by reference into any filing of Hinge Health, Inc. under the Securities Act of 1933, as amended, or the Securities Exchange Act of 1934, as amended, whether made before or after the date of this Annual Report on Form 10-K, irrespective of any general incorporation language contained in any such filing.

Item 16. Form 10-K Summary

None.

SIGNATURES

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

HINGE HEALTH, INC.

Date: March 3, 2026 By: /s/ Daniel Perez

Daniel Perez
Chief Executive Officer
(Principal Executive Officer)

Date: March 3, 2026 By: /s/ James Budge

James Budge
Chief Financial Officer
(Principal Financial and Accounting Officer)

POWER OF ATTORNEY

KNOW ALL BY THESE PRESENTS, that each person whose signature appears below constitutes and appoints Daniel Perez and James Budge, and each of them, as his or her true and lawful attorneys-in-fact and agents, each with the full power of substitution, for him or her and in his or her name, place or stead, in any and all capacities, to sign any and all amendments to this report, and to file the same, with exhibits thereto and other documents in connection therewith, with the Securities and Exchange Commission, granting unto said attorneys-in-fact and agents, and each of them, full power and authority to do and perform each and every act and thing requisite and necessary to be done in and about the premises, as fully to all intents and purposes as he might or could do in person, hereby ratifying and confirming all that said attorneys-in-fact and agents, or their or his substitute or substitutes, may lawfully do or cause to be done by virtue hereof.

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

Name	Title	Date
/s/ Daniel Perez Daniel Perez	Chief Executive Officer and Director *(Principal Executive Officer)*	March 3, 2026
/s/ James Budge James Budge	Chief Financial Officer *(Principal Financial Officer)*	March 3, 2026
/s/ Kristina Leslie Kristina Leslie	Director	March 3, 2026
/s/ Gabriel Mecklenburg Gabriel Mecklenburg	Director	March 3, 2026
/s/ Elliott Robinson Elliott Robinson	Director	March 3, 2026
/s/ Teddie Wardi Teddie Wardi	Director	March 3, 2026

Exhibit 4.3

DESCRIPTION OF THE REGISTRANT'S SECURITIES REGISTERED PURSUANT TO SECTION 12 OF THE SECURITIES EXCHANGE ACT OF 1934

Hinge Health, Inc. ("we," "our," or "us") has one class of securities registered under Section 12 of the Securities Exchange Act of 1934, as amended (the "Exchange Act"): our Class A common stock, par value $0.00001 per share. The following summary describes our capital stock and certain provisions of our amended and restated certificate of incorporation, our amended and restated bylaws, the amended and restated investors' rights agreement to which we and certain of our stockholders are parties (the "Investors Rights Agreement"), and of the Delaware General Corporation Law (the "DGCL"). Because the following is only a summary, it does not contain all of the information that may be important to you. For a complete description, you should refer to our amended and restated certificate of incorporation, our amended and restated bylaws, and the Investors' Rights Agreement, copies of which have been filed publicly with the U.S. Securities and Exchange Commission (the "SEC"), and the applicable provisions of the DGCL.

General

Our authorized capital stock consists of 1,000,000,000 shares of Class A common stock, par value $0.00001 per share, 120,000,000 shares of Class B common stock, par value $0.00001 per share, 4,330,341 shares of Series E preferred stock, par value $0.00001 per share, and 100,000,000 shares of undesignated preferred stock, par value $0.00001 per share.

Class A Common Stock and Class B Common Stock

We have two series of authorized common stock: Class A common stock and Class B common stock.

Voting Rights

Each holder of our Class A common stock is entitled to one vote per share and each holder of our Class B common stock is entitled to 15 votes per share on all matters submitted to a vote of the stockholders. The holders of our Class A common stock, Class B common stock and Series E preferred stock generally vote together as a single class on all matters submitted to a vote of our stockholders, unless otherwise required by Delaware law or our amended and restated certificate of incorporation, except that shares of Series E preferred stock are not entitled to vote with respect to election of directors. Delaware law could require either holders of our Class A common stock or Class B common stock to vote separately as a single class in the following circumstances:

- if we were to seek to amend our amended and restated certificate of incorporation to increase or decrease the par value of a class of our capital stock, then that class would be required to vote separately to approve the proposed amendment; and
- if we were to seek to amend our amended and restated certificate of incorporation in a manner that alters or changes the powers, preferences, or special rights of a class of our capital stock in a manner that affected its holders adversely, then that class would be required to vote separately to approve the proposed amendment.

Our amended and restated certificate of incorporation does not provide for cumulative voting for the election of directors. Our amended and restated certificate of incorporation provides for a classified board of directors, divided into three classes with staggered three-year terms. Only one class of directors is elected at each annual meeting of our stockholders, with the other classes continuing for the remainder of their respective three-year terms.

Dividends

Subject to preferences that may be applicable to any then outstanding preferred stock, which includes shares of our Series E preferred stock that remain outstanding and have not been converted into shares of our Class B common stock, holders of our Class A common stock and Class B common stock are entitled to receive dividends as may be declared from time to time by our board of directors out of legally available funds.

Conversion

Each outstanding share of Class B common stock is convertible at any time at the option of the holder into one share of Class A common stock. In addition, each share of Class B common stock converts automatically into one share of Class A common stock upon any transfer, whether or not for value, except for certain permitted transfers further described in our amended and restated certificate of incorporation, including estate planning or charitable transfers where exclusive voting control with respect to the shares of our Class B common stock is retained by the transferring holder, transfers from Daniel Perez or Gabriel Mecklenburg (our "Founders") to the other Founder, and transfers to affiliates or certain other related entities of the transferring holder.

Each share of Class B common stock not held of record or beneficially owned by a Founder or an affiliate of a Founder will automatically convert into one share of our Class A common stock upon the earlier of (i) 5:00 p.m. New York City time on May 21, 2032 (the "Class B Mandatory Conversion Time"), which is the seven-year anniversary of the effectiveness of our registration statement on Form S-1 for our initial public offering (the "Effective Time"), or (ii) 5:00 p.m. New York City time on the date when such holder and its affiliates cease to beneficially own in the aggregate a number of shares of capital stock equal to at least 50% of the capital stock that such holder and its affiliates beneficially owned in the aggregate as of the Effective Time.

In addition, each share of Class B common stock held by our Founders or an affiliate of a Founder will automatically convert into one share of Class A common stock upon the earlier of (i) 5:00 p.m. New York City time on the date when such Founder and such Founder's affiliates cease to beneficially own in the aggregate a number of shares of capital stock equal to at least 50% of the capital stock that such Founder and such Founder's affiliates beneficially owned in the aggregate as of the Effective Time (which initial and subsequent beneficial ownership calculations shall include only the net issuance share amount upon vesting and settlement of RSUs, after giving effect to the withholding of shares by the company to cover all federal and state tax liabilities of such Founder relating to such settlement at the maximum applicable rates) or (b) 5:00 p.m. New York City time on the date that such Founder is no longer an employee or a director of the company.

Once converted into Class A common stock, the Class B common stock may not be reissued.

Right to Receive Liquidation Distributions

In the event of our liquidation, dissolution, or winding up, holders of our Class A common stock and Class B common stock will be entitled to share ratably in the net assets legally available for distribution to stockholders, after the payment of all of our debts and other liabilities, subject to the satisfaction of any liquidation preference granted to the holders of any then outstanding shares of our preferred stock, which will include shares of our Series E preferred stock that remain outstanding and have not been converted into shares of our common stock as of such time.

No Preemptive or Similar Rights

Our Class A common stock and Class B common stock are not entitled to preemptive rights and are not subject to redemption or sinking fund provisions. The rights, preferences, and privileges of the holders of our Class A common stock and Class B common stock are subject to, and may be adversely affected by, the rights of the holders of our Series E preferred stock and the holders of shares of any series of our preferred stock that we may designate in the future.

Fully Paid and Non-Assessable

All of the outstanding shares of our Class A common stock and Class B common stock are fully paid and non-assessable.

Preferred Stock

We have two series of authorized preferred stock: Series E preferred stock and undesignated preferred stock.

Series E Preferred Stock

Voting Rights. The holders of our Series E preferred stock vote as though their shares of Series E preferred stock have been converted into shares of Class B common stock (which conversion ratio is subject to any anti-dilution adjustment), with 15 votes per share on all matters submitted to a vote of the stockholders; provided, however, that the Series E preferred stock does not entitle such holder to vote with respect to the election of directors. The holders of our Series E preferred stock retain additional rights, including the requirement that the Series E holders provide their affirmative vote or written consent in order for us to (i) amend, alter or repeal of any provision of our amended and restated certificate of incorporation or amended and restated bylaws in a manner that materially adversely affects the holders of our Series E preferred stock, (ii) waive the rights, preferences, and privileges of the Series E preferred stock including any waiver of the anti-dilution adjustment, (iii) waive the classification of a transaction as a "liquidation transaction" or any distribution of proceeds in connection with our liquidation, dissolution or winding up, or with a merger or consolidation or any other liquidation transaction, (iv) amend, alter, or repeal the definition of the threshold for the Series E voting rights, or (v) increase or decrease (other than by conversion) the total number of authorized shares of Series E preferred stock. A "liquidation transaction" occurs if we (i) sell, convey, exclusively license or otherwise dispose of all or substantially all of our assets, property or business, in one transaction or a series of related transactions, (ii) merge with or into or consolidate with any other corporation, limited liability company or other entity (other than a wholly-owned subsidiary), in one transaction or a series of related transactions, or (iii) effect our liquidation, dissolution or winding up; provided that none of the foregoing will be considered a liquidation transaction if the transaction is: (A) a merger effected exclusively for the purpose of changing our domicile or (B) a bona fide equity financing in which we are the surviving corporation.

Dividends. If our board of directors declares a dividend while shares of our Series E preferred stock remain outstanding, then such shares of Series E preferred stock shall first receive, or simultaneously receive, a dividend on each then outstanding share of Series E preferred stock in an amount at least equal to the dividend payable on each share of Series E preferred stock determined as if all shares of such Series E preferred stock had been converted into the applicable series of common stock.

Conversion. Our Series E preferred stock has no stated maturity and will remain outstanding until all shares of our Series E preferred stock are converted into common stock. Each share of Series E preferred stock will be initially convertible into one share of Class B common stock (subject to any anti-dilution adjustment) at any time at the option of the holder, except that the shares of our Series E preferred stock will automatically convert into an equal number of shares of our Class A common stock or Class B common stock, as applicable (subject to any anti-dilution adjustment), upon the sale of our common stock in a firm commitment underwritten public offering pursuant to a registration statement under the Securities Act where the public offering price is at least $77.46420 per share and we receive at least $100.0 million in aggregate cash proceeds, net of underwriting discounts and commissions. However, each share of Series E preferred stock will not be convertible into Class B common stock and instead will be convertible into Class A common stock (i) after the Class B Mandatory Conversion Time, (ii) after the date any person and such person affiliates that beneficially owned shares of our Series E preferred stock as of the Effective Time cease to beneficially own in the aggregate a number of shares of capital stock equal to at least 50% of the capital stock that such person and such person's affiliates beneficially owned in the aggregate as of the Effective Time, or (iii) at any time that such Series E preferred stock is held by any person who was not the beneficial owner of such shares of Series E preferred stock as of the Effective Time. Once converted into common stock, the Series E preferred stock may not be reissued.

Anti-Dilution Adjustments. Subject to certain exceptions, any time we issue additional shares of capital stock without consideration or for consideration less than the Series E preferred stock conversion price, the Series E preferred stock conversion price will be automatically adjusted downward according to a broad-based weighted average formula, according to which the Series E preferred stock conversion price will be automatically adjusted by a fraction, (x) the numerator of which shall be the number of shares of common stock outstanding and deemed issued according to our amended and restated certificate of incorporation ("Outstanding Common") plus the number of shares of common stock that the aggregate consideration received by us for such issuance of the Additional Stock (as defined below) would purchase at such conversion price; and (y) the denominator of which shall be the number of shares of Outstanding Common plus the number of shares of such Additional Stock. "Additional Stock" is any common stock issued or deemed issued by us after October 22, 2021, other than (i) securities issued pursuant to stock splits, stock dividends and similar transactions, (ii) securities issuable upon conversion, exchange or exercise of convertible, exchangeable or exercisable securities outstanding as of October 22, 2021, including, without limitation, warrants, notes or options, (iii) common stock issued or issuable pursuant to our stock option plans or restricted stock plans or agreements, (iv) our sale of common stock issued or issuable in a firm commitment underwritten public offering pursuant to a registration statement under the Securities Act, (v) securities issued or issuable as consideration for the acquisition by us of another company or business approved by our board of directors, (vi) securities issued or issuable primarily for non-equity financing purposes to financial institutions, equipment lessors, brokers or similar persons in connection with commercial credit arrangements, equipment financings, commercial property lease transactions or similar transactions approved by the board of directors, (vii) securities issued or issuable to an entity as a component of any business relationship with such entity primarily for the purpose of (a) joint venture, technology licensing or development activities, (b) distribution, supply or manufacture of our products or services or (c) any other arrangements involving corporate partners that are primarily for purposes other than raising capital, the terms of which business relationship with such entity are approved by the board of directors, (viii) common stock issued or issuable upon conversion of the preferred stock and (ix) securities issued or issuable in any other transaction for a consideration per share of less than the Series E preferred stock conversion price if the holders of our Series E preferred stock provide their affirmative vote.

Fractional Shares. We will not issue any fraction of a share of common stock upon any conversion of our Series E preferred stock. If the issuance would result in the issuance of a fraction of a share of common stock, the number of shares of common stock to be issued will be rounded down to the nearest whole share.

Right to Receive Liquidation Distribution. In the event of our liquidation, dissolution, or winding up, the holders of shares of our Series E preferred stock will be entitled to receive out of the net assets legally available for distribution to stockholders, after the payment of all of our debts and other liabilities, prior and in preference to any distribution of any assets to holders of our common stock, an amount of $77.46420 per share for each then outstanding share of Series E preferred stock plus any declared but unpaid dividends on such shares. In order to waive any distribution of proceeds in the event of our liquidation, dissolution, or winding up, the holders of our Series E preferred stock must provide their written consent or affirmative vote.

Redemption. The Series E preferred stock is not mandatorily redeemable.

Fully Paid and Non-Assessable. All of the outstanding shares of our Series E preferred stock are fully paid and non-assessable.

Blank Check Preferred Stock

Our board of directors is authorized, subject to limitations prescribed by Delaware law, to issue preferred stock in one or more series, to establish from time to time the number of shares to be included in each series, and to fix the designation, powers, preferences, and rights of the shares of each series and any of its qualifications, limitations, or restrictions, in each case without further vote or action by our stockholders. Our board of directors can also increase or decrease the number of shares of any series of preferred stock, but not below the number of shares of that series then outstanding, without any further vote or action by our stockholders. Our board of directors may authorize the issuance of preferred stock with voting or conversion rights that could adversely affect the voting power or other rights of the holders of our common stock. The issuance of preferred stock, while providing flexibility in connection with possible acquisitions and other corporate purposes, could, among other things, have the effect of delaying, deferring, or preventing a change in control of our company and might adversely affect the price of our common stock and the voting and other rights of the holders of our common stock. We have no current plans to issue any shares of preferred stock.

Registration Rights

Certain holders of shares of our capital stock or their permitted transferees are entitled to rights with respect to the registration of these shares under the Securities Act of 1933, as amended (the "Securities Act"). These rights are provided under the terms of the Investors' Rights Agreement, which was entered into in connection with our redeemable convertible preferred stock financings, and include Form S-1 and Form S-3 demand registration rights and piggyback registration rights. In any registration made pursuant to the Investors' Rights Agreement, all fees, costs, and expenses of underwritten registrations will be borne by us and all underwriting discounts and commissions will be borne by the holders of the shares being registered (and in the case of Form S-3 demand registrations, pro rata by such holders participating in such registration). We will not be required to bear the expenses in connection with the exercise of the demand registration rights of a registration if the request is subsequently withdrawn at the request of the stockholders holding a majority of securities to be registered. In an underwritten public offering, the underwriters have the right, subject to specified conditions, to limit the number of shares such holders may include.

The registration rights terminate after the earlier of (i) at such time as Rule 144 or another similar exemption under the Securities Act is available for the sale of all of such holder's shares during a three-month period without registration, (ii) upon a liquidation transaction, as defined in the Investors' Rights Agreement, and (iii) upon the termination of the Investors' Rights Agreement.

Form S-1 Demand Registration Rights

Certain holders of shares of our capital stock, or their permitted transferees, are entitled to Form S-1 demand registration rights. Under the terms of the Investors' Rights Agreement, the holders representing a majority of the then outstanding shares that are entitled to registration rights can request that we file a registration statement on Form S-1 covering all or some of their shares as soon as practicable, and in any event within 90 days after the date of such request, if the aggregate price to the public of the shares offered is at least $10.0 million (net of underwriting discounts and commissions). We may be required to effect up to two registrations pursuant to this provision of the Investors' Rights Agreement. We may postpone the filing of a registration statement once for up to 120 days in a 12-month period if our board of directors determines that the filing would be materially detrimental to us. We are not required to effect a Form S-1 demand registration under certain additional circumstances specified in the Investors' Rights Agreement, including during the period beginning 90 days prior to our good faith estimate of the date of filing and ending on a date 90 days after the effective date of a registration statement filed by our initiation.

Form S-3 Demand Registration Rights

Certain holders of shares of our capital stock, or their permitted transferees, are also be entitled to Form S-3 demand registration rights. Under the terms of the Investors' Rights Agreement, at any time once we are eligible to file a registration statement on Form S-3, the holders representing a majority of the then outstanding shares that are entitled to registration rights can request that we file a registration statement on Form S-3 covering all or some of their shares, as soon as practicable, if the aggregate price to the public of the shares offered is at least $5.0 million (net of underwriting discounts and commissions). The holders may only require us to effect at most two registration statements on Form S-3 in any 12-month period. We may postpone the filing of a registration statement once for up to 120 days in a 12-month period if our board of directors determines that the filing would be materially detrimental to us. We are not required to effect a Form S-3 registration under certain additional circumstances specified in the Investors' Rights Agreement, including during the period ending on a date 180 days after the effective date of a registration statement filed by our initiation.

Piggyback Registration Rights

If we register any of our securities for public sale, certain holders of shares of our capital stock entitled to registration rights, or their permitted transferees, will have the right to include their shares in the registration statement. However, this right does not apply to a registration relating to the sale of securities pursuant to any company stock plan, a registration relating to an SEC Rule 145 transaction, a registration in which the only common stock being registered is common stock issuable upon conversion of debt securities that are also being registered, or a registration on any form that does not include substantially the same information as would be required to be included in a registration statement covering the sale of the common stock. The underwriters of any underwritten offering will have the right to limit the number of shares registered by these holders if they determine that marketing factors require limitation, in which case the number of shares to be registered will be apportioned pro rata among these holders, according to the total amount of securities entitled to be included by each holder, or in such other proportions as shall mutually be agreed to by such holders. However, in no event shall (a) the amount of securities of the holders included in the offering be reduced below 20% of the total amount of securities included in such offering or (b) any securities held by a Founder be included if any securities held by any holder are excluded unless all other securities of such holders are first entirely excluded from the underwriting.

Anti-Takeover Provisions

Certain provisions of Delaware law, our amended and restated certificate of incorporation, and our amended and restated bylaws, which are summarized below, may have the effect of delaying, deferring, or discouraging another person from acquiring control of us. They are also designed, in part, to encourage persons seeking to acquire control of us to negotiate first with our board of directors. We believe that the benefits of increased protection of our potential ability to negotiate with an unfriendly or unsolicited acquirer outweigh the disadvantages of discouraging a proposal to acquire us because negotiation of these proposals could result in an improvement of their terms.

Delaware Law

We are subject to Section 203 of the DGCL, which prohibits a Delaware corporation from engaging in any business combination with any interested stockholder for a period of three years after the date that such stockholder became an interested stockholder, with the following exceptions:

- the business combination or transaction which resulted in the stockholder becoming an interested stockholder was approved by the board of directors prior to the time that the stockholder became an interested stockholder;

- upon consummation of the transaction which resulted in the stockholder becoming an interested stockholder, the interested stockholder owned at least 85% of the voting stock of the corporation outstanding at the time the transaction commenced, excluding shares owned by directors who are also officers of the corporation and shares owned by employee stock plans in which employee participants do not have the right to determine confidentially whether shares held subject to the plan will be tendered in a tender or exchange offer; or
- at or subsequent to the time the stockholder became an interested stockholder, the business combination was approved by the board of directors and authorized at an annual or special meeting of the stockholders, and not by written consent, by the affirmative vote of at least 66 2/3% of the outstanding voting stock which is not owned by the interested stockholder.

In general, Section 203 defines a "business combination" to include mergers, asset sales and other transactions resulting in financial benefit to a stockholder and an "interested stockholder" as a person who, together with affiliates and associates, owns, or within three years did own, 15% or more of the corporation's outstanding voting stock. These provisions may have the effect of delaying, deferring, or preventing changes in control of our company.

Dual Class Stock and Series E Preferred Stock

Our amended and restated certificate of incorporation provides for a dual class common stock structure, which provides our Founders and certain investors, including the holders of our Series E preferred stock, with significant influence over all matters requiring stockholder approval, including significant corporate transactions, such as a merger or other sale of our company or its assets, and in the case of the holders of our Class B common stock, the election of directors. The holders of our Series E preferred stock retain additional rights, including, among other things, that it must provide its affirmative vote or written consent for certain amendments to our amended and restated certificate of incorporation or amended and restated bylaws, the waiver of the classification of a transaction as a "liquidation transaction" and the waiver of any distribution of proceeds in connection with our liquidation, dissolution or winding up, or a merger, consolidation or "liquidation transaction."

Amended and Restated Certificate of Incorporation and Amended and Restated Bylaws

Our amended and restated certificate of incorporation and our amended and restated bylaws include a number of provisions that could deter hostile takeovers or delay or prevent changes in control of our board of directors or management team, including the provisions related to the Series E preferred stock and the following:

Classified Board. Our amended and restated certificate of incorporation further provides that our board of directors is divided into three classes, Class I, Class II, and Class III, with each class serving staggered three-year terms. In addition, directors may only be removed from the board of directors for cause. The existence of a classified board could delay a potential acquirer from obtaining majority control of our board of directors, and the prospect of that delay might deter a potential acquirer.

Board of Directors Vacancies. Our amended and restated certificate of incorporation and our amended and restated bylaws authorize only our board of directors to fill vacant directorships, including newly created seats, unless our board of directors determines by resolution that any such vacancies or newly created directorships shall be filled by our stockholders. In addition, the number of directors constituting our board of directors are permitted to be set only by a resolution adopted by a majority vote of our entire board of directors. These provisions prevent a stockholder from increasing the size of our board of directors and then gaining control of our board of directors by filling the resulting vacancies with its own nominees. This makes it more difficult to change the composition of our board of directors and promotes continuity of management.

Stockholder Action; Special Meeting of Stockholders. Our amended and restated certificate of incorporation provides that our stockholders may not take action by written consent (except for actions by the holders of our Series E preferred stock with regard to rights held solely by the holders of our Series E preferred stock), but may only take action at annual or special meetings of our stockholders. As a result, a holder controlling a majority of our capital stock is not able to amend our amended and restated bylaws or remove directors without holding a meeting of our stockholders called in accordance with our amended and restated bylaws. Our amended and restated certificate of incorporation further provides that special meetings of our stockholders may be called only by a majority of our board of directors, the chairperson of our board of directors, or our Chief Executive Officer, thus prohibiting a stockholder from calling a special meeting. These provisions might delay the ability of our stockholders to force consideration of a proposal or for stockholders controlling a majority of our capital stock to take any action, including the removal of directors.

Advance Notice Requirements for Stockholder Proposals and Director Nominations. Our amended and restated bylaws provide advance notice procedures for stockholders seeking to bring business before our annual meeting of stockholders or to nominate candidates for election as directors at our annual meeting of stockholders. Our amended and restated bylaws also specify certain requirements regarding the form and content of a stockholder's notice. These provisions might preclude our stockholders from bringing matters before our annual meeting of stockholders or from making nominations for directors at our annual meeting of stockholders if the proper procedures are not followed. These provisions may also discourage or deter a potential acquirer from conducting a solicitation of proxies to elect the acquirer's own slate of directors or otherwise attempting to obtain control of our company.

No Cumulative Voting. The DGCL provides that stockholders are not entitled to cumulate votes in the election of directors unless a corporation's certificate of incorporation provides otherwise. Our amended and restated certificate of incorporation does not provide for cumulative voting.

Amendment of Certificate of Incorporation and Bylaws Provisions. Amendments to our amended and restated certificate of incorporation require the approval of 66 2/3% of the voting power of the outstanding shares of capital stock entitled to vote generally in the election of directors, voting together as a single class. Our amended and restated bylaws provide that approval of stockholders holding 66 2/3% of the voting power of the outstanding shares of capital stock entitled to vote generally in the election of directors, voting as a single class is required for stockholders to amend or adopt any provision of our bylaws. Additionally, our amended and restated certificate of incorporation requires the consent of the holders of our Series E preferred stock for any amendment, alteration or repeal of any provision of our amended and restated certification of incorporation or amended and restated bylaws in a manner that would materially adversely affect such holder.

Issuance of Undesignated Preferred Stock. Our board of directors has the authority, without further action by our stockholders, to issue up to 100.0 million shares of undesignated preferred stock with rights and preferences, including voting rights, designated from time to time by our board of directors. The existence of authorized but unissued shares of preferred stock enables our board of directors to render more difficult or to discourage an attempt to obtain control of us by means of a merger, tender offer, proxy contest, or other means.

Choice of Forum. Our amended and restated certificate of incorporation provides, unless we consent in writing to the selection of an alternative forum, the Court of Chancery of the State of Delaware will, to the fullest extent permitted by law, be the exclusive forum for the following types of actions or proceedings under Delaware statutory or common law: any derivative action or proceeding brought on our behalf; any action asserting a claim of breach of fiduciary duty owed by any of our directors, officers, or stockholders to us or to our stockholders; any action asserting a claim against us arising pursuant to the DGCL, our amended and restated certificate of incorporation, or our amended and restated bylaws (as either may be amended from time to time); or any action asserting a claim against us that is governed by the internal affairs doctrine. As a result, any action brought by any of our stockholders with regard to any of these matters will need to be filed in the Court of Chancery of the State of Delaware and cannot be filed in any other jurisdiction; provided that, the exclusive forum provision will not apply to suits brought to enforce any liability or duty created solely by the Exchange Act or any other claim for which the federal courts have exclusive jurisdiction; and provided further that, if and only if the Court of Chancery of the State of Delaware dismisses any such action for lack of subject matter jurisdiction, such action may be brought in another state or federal court sitting in the State of Delaware. Our amended and restated certificate of incorporation also provides that the federal district courts of the United States of America will be the exclusive forum for the resolution of any complaint asserting a cause or causes of action against us or any defendant arising under the Securities Act. Nothing in our amended and restated certificate of incorporation precludes stockholders that assert claims under the Exchange Act from bringing such claims in state or federal court, subject to applicable law.

If any action the subject matter of which is within the scope described above is filed in a court other than a court located within the State of Delaware (a "Foreign Action"), in the name of any stockholder, such stockholder shall be deemed to have consented to the personal jurisdiction of the state and federal courts located within the State of Delaware in connection with any action brought in any such court to enforce the applicable provisions of our amended and restated certificate of incorporation and having service of process made upon such stockholder in any such action by service upon such stockholder's counsel in the Foreign Action as agent for such stockholder. Although our amended and restated certificate of incorporation contains the choice of forum provision described above, it is possible that a court could find that such a provision is inapplicable for a particular claim or action or that such provision is unenforceable.

This choice of forum provision may limit a stockholder's ability to bring a claim in a judicial forum that it finds favorable for disputes with us or any of our directors, officers, other employees or stockholders, which may discourage lawsuits with respect to such claims or make such lawsuits more costly for stockholders, although our stockholders will not be deemed to have waived our compliance with federal securities laws and the rules and regulations thereunder.

Listing

Our Class A common stock is listed on the New York Stock Exchange under the symbol "HNGE."

Transfer Agent and Registrar

The transfer agent and registrar for our common stock is Computershare Trust Company, N.A. The transfer agent and registrar's address is 150 Royall Street, Canton, MA 02021.

Exhibit 10.8

HINGE HEALTH
EMPLOYMENT AGREEMENT

THIS EMPLOYMENT AGREEMENT (this "***Agreement***") is made and entered into as of 6/6/2023 by and between **Hinge Health, Inc**., a Delaware corporation (the "***Company***"), and Daniel Perez (the "***Employee***").

BACKGROUND

A. The Company desires to continue to retain the services of the Employee as Chief Executive Officer of the Company from the date of this Agreement (the "***Effective Date***"). This Agreement supersedes and replaces in its entirety all prior employment agreements.

B. The Employee is willing to be employed by the Company on the terms and subject to the conditions set forth in this Agreement.

THE PARTIES AGREE AS FOLLOWS:

1. ***Title, Duties and Responsibilities***.

1.1 ***Chief Executive Officer***. The Employee will be employed by the Company as its Chief Executive Officer, and the Company agrees to employ and retain the Employee in such capacity.

1.2 ***Duties***. The Employee will devote all of the Employee's business time, energy, and skill to the affairs of the Company; provided, however, that during the Employee's business time reasonable time for passive investments in personal business, charitable or professional activities will be permitted, so long as such activities do not materially interfere with the Employee's performance of services under this Agreement. The Employee shall continue to serve as a member of the board of directors of the Company (the "***Board***") or as an officer or director of any affiliate of the Company for no additional compensation.

1.3 ***Performance of Duties***. The Employee will discharge the duties described herein in a diligent and professional manner. The Employee will observe and comply at all times with the lawful directives of the Board regarding the Employee's performance of the Employee's duties and with the Company's business policies, rules and regulations as adopted from time to time by the Board. The Employee will carry out and perform any and all reasonable and lawful orders, directions, and policies as may be stated by the Company from time to time, either orally or in writing.

2. ***Terms of Employment***.

2.1 ***Definitions***. For purposes of this Agreement, the following terms not otherwise defined in this Agreement will have the following meanings:

(a) "***Change of Control***" means the consummation, in a single transaction or in a series of related transactions, of any one or more of the following events:

(i) any person or entity becomes the owner, directly or indirectly, of securities of the Company representing more than fifty percent (50%) of the combined voting power of the Company's then outstanding securities other than by virtue of a merger, consolidation or similar transaction;

(ii) a merger, consolidation or similar transaction involving (directly or indirectly) the Company and, immediately after the consummation of such merger, consolidation or similar transaction, the stockholders of the Company immediately prior thereto do not own, directly or indirectly, either (A) outstanding voting securities representing more than fifty percent (50%) of the combined outstanding voting power of the surviving entity in such merger, consolidation or similar transaction, or (B) more than fifty percent (50%) of the combined outstanding voting power of the parent of the surviving entity in such merger, consolidation or similar transaction, in each case in substantially the same proportions as their ownership of the outstanding voting securities of the Company immediately prior to such transaction; or

(iii) a sale, lease, exclusive license or other disposition of all or substantially all of the consolidated assets of the Company and its subsidiaries, other than a sale, lease, license or other disposition of all or substantially all of the consolidated assets of the Company and its subsidiaries to a person or entity, more than fifty percent (50%) of the combined voting power of the voting securities of which are owned by stockholders of the Company in substantially the same proportions as their ownership of the outstanding voting securities of the Company immediately prior to such sale, lease, license or other disposition.

The term Change of Control will not include a sale of assets, merger or other transaction effected exclusively for the purpose of changing the domicile of the Company. In addition, a Change of Control will not be deemed to occur (A) on account of the acquisition of securities of the Company by an investor, any affiliate thereof or any other entity or person that acquires the Company's securities in a transaction or series of related transactions the primary purpose of which is to obtain financing for the Company through the issuance of equity securities, or (B) solely because the level of ownership held by any person or entity (the "***Subject Person***") exceeds the designated percentage threshold of the outstanding voting securities as a result of a repurchase or other acquisition of voting securities by the Company reducing the number of shares outstanding. However, if a Change of Control would occur (but for the operation of this sentence) as a result of the acquisition of voting securities by the Company, and after such share acquisition, the Subject Person becomes the owner of any additional voting securities that, assuming the repurchase or other acquisition had not occurred, increases the percentage of the then outstanding voting securities owned by the Subject Person over the designated percentage threshold, then a Change of Control will be deemed to occur.

If necessary for compliance with Code Section 409A, no transaction will be a Change of Control unless it is also a change in the ownership or effective control of the Company, or in the ownership of a substantial portion of the Company's assets, as provided in Section 409A(a)(2)(A)(v) of the Code and Treasury Regulations Section 1.409A-3(i)(5).

(b) "***Code***" means the Internal Revenue Code of 1986, as amended.

(c) "***Common Stock***" means shares of Common Stock of the Company.

(d) "***Death Termination***" means termination of the Employee's employment because of the death of the Employee.

(e) "***Disability Termination***" means termination by the Company of the Employee's employment by reason of the Employee's incapacitation due to disability. The Employee will be deemed to be incapacitated due to disability if at the end of any month the Employee is unable to perform substantially all of the Employee's duties under this Agreement in the normal and regular manner due to illness, injury or mental or physical incapacity, and has been unable so to perform for either (i) three consecutive full calendar months then ending, or (ii) ninety (90) or more of the normal working days during the twelve (12) consecutive full calendar months then ending. Nothing in this paragraph will alter the Company's obligations under applicable law, which may, in certain circumstances, result in the suspension or alteration of the foregoing time periods.

(f) "***Good Reason***" means, without the Employee's written consent, one or more of the following: (i) a reduction in the Employee's base salary by more than ten percent (10%), other than a reduction that is part of an expense reduction effort applied to the entire management team; (ii) a change in job title or duties and responsibilities that results in a material diminution in or substantial adverse alteration in the nature or scope of the Employee's authority, duties or responsibilities; (iii) a relocation of the Employee's principal workplace by more than thirty-five (35) miles away from the Employee's home prior to the relocation; or (iv) a material breach of any provision of this Agreement by the Company. In order for an event to qualify as Good Reason, the Employee must provide written notice to the Company of the acts or omissions constituting grounds for "Good Reason" within thirty (30) days after the initial existence of the grounds for "Good Reason," the Company must fail to reasonably remedy such act or omission within thirty (30) days after such notice, and the Employee must resign from all positions with the Company not later than thirty (30) days after the expiration of such cure period.

(g) "***IPO***" means the first sale of the Company's Common Stock to the general public pursuant to a registration statement filed with and declared effective by the Securities and Exchange Commission under the Securities Act of 1933, as amended, including a registration statement in connection with a direct listing, but excluding a registration statement relating solely to the issuance of Common Stock pursuant to a business combination or an employee incentive or benefit plan.

(h) "***Liquidity Event***" means the earlier to occur of (i) the closing of a Change of Control or (ii) the consummation of an IPO.

(i) "***Shares***" shall mean shares of capital stock of the Company.

(j) "***SPAC Transaction***" means the acquisition of the Company by a special purpose acquisition company ("***SPAC***"), the shares of which, immediately following the consummation of such acquisition, are publicly listed for trading.

(k) "***Termination For Cause***" means termination by the Company of the Employee's employment by reason of the occurrence of one of the following on or after the Effective Date while this Agreement is in effect: (i) the Employee's willful act of dishonesty or fraud, gross negligence in the performance of the Employee's duties and responsibilities, deliberate violation of a Company policy, or refusal to comply in any material respect with the legal directives of the Company's Board so long as such directives are not inconsistent with the Employee's position and duties as described herein, and provided that any actions or inactions described herein that are capable of cure may be cured by the Employee within thirty (30) days' notice thereof; (ii) willful conduct by the Employee that materially discredits the Company, intentional engagement by the Employee in acts materially detrimental to the Company's operations or business, persistent or habitual negligence in the performance of the Employee's duties and responsibilities, or the Employee's commission of a felony involving moral turpitude as determined by the Board in good faith after a reasonable investigation conducted by an experienced and reputable third party into such felony; (iii) the Employee's incurable material breach of the terms of this Agreement, the Employee Confidential Information and Inventions Agreement or any other material agreement between the Employee and the Company; or (iv) unauthorized use or disclosure by the Employee of any proprietary information or trade secrets of the Company or any other party to whom the Employee owes an obligation of nondisclosure as a result of the Employee's position with the Company.

(l) "***Termination Other Than For Cause***" means termination of the Employee's employment by the Company other than Termination for Cause, a Death Termination, a Disability Termination or a Voluntary Termination.

(m) "***Transfer***" means to sell, assign, dispose of, exchange, pledge, encumber, hypothecate or otherwise transfer Shares or any participation or interest therein, whether directly or indirectly, or agree or commit to do any of the foregoing.

(n) "***Voluntary Termination***" means termination of the Employee's employment by the voluntary action of the Employee other than by reason of Good Reason, a Disability Termination, or a Death Termination.

2.2 ***Employee at Will***. The Employee is an "at will" employee of the Company, and the Employee's employment may be terminated at any time for any reason or no reason by the Company, or the Employee, by the giving of written notice thereof by the Company to the Employee or the Employee to the Company, as applicable subject to the terms and conditions of this Agreement. Termination of the Employee's employment by the Company shall require a majority vote of the Board.

3. ***Compensation and Benefits***.

3.1 ***Base Salary***. As payment for the services to be rendered by the Employee as provided in Section 1 and subject to the provisions of Section 2 of this Agreement, the Company will pay the Employee a "Base Salary" at the rate of $500,000 per year, payable on the Company's normal payroll schedule. The Employee's "Base Salary" may be increased in accordance with the provisions hereof or as otherwise determined from time to time by the Company's Board.

3.2 ***Additional Benefits***.

(a) ***Benefit Plans/ Perquisites***. The Employee will be eligible to participate in such of the Company's benefit plans and perquisite arrangements as are now generally available or later made generally available to senior-level executives of the Company.

(b) ***Paid Time Off***. The Company will provide the Employee with paid time off in accordance with its Flex PTO Policy for exempt employees which addresses time off from work.

(c) ***Expense Reimbursement***. The Company agrees to reimburse the Employee for all reasonable, ordinary and necessary expenses incurred by the Employee in conjunction with the Employee's services to the Company consistent with the Company's standard reimbursement policies. The Company will pay travel costs incurred by the Employee in conjunction with the Employee's services to the Company consistent with the Company's standard travel policies.

(d) ***Legal Fee Reimbursement***. The Company agrees to reimburse the Employee for legal fees incurred in connection with preparation of this Employment Agreement up to a maximum of fifteen thousand dollars ($15,000).

(e) ***Tag-Along Right***. Prior to an IPO, SPAC Transaction or a Change of Control, following a termination of the Employee's employment for any reason, other than a Termination for Cause by the Company or by the Employee without Good Reason, in the event of a private or secondary sale of shares of Common Stock arranged by the Company, the Employee shall be entitled to participate in the transaction to the greatest extent other stockholders of the Company are permitted to participate (calculated as a percentage of fully-diluted ownership). The participation right provided by Section 3.2(e) shall apply only with respect to the Common Stock of the Company acquired by the Employee during the period of his employment with the Company (and for the avoidance of doubt excluding any options, warrants or other convertible securities and any shares issued upon conversion or exercise thereof after the Employee's period of employment with the Company). The Company shall notify the Employee in writing of any such proposed Transfer (the "***Sale Notice***"). The Sale Notice shall set forth (i) the name and address of the proposed third-party purchaser; (ii) a copy of the written proposal containing all of the material terms and conditions of the proposed Transfer (including the proposed purchase price and terms and conditions of payment); and (iii) the date and location of and procedures for the Transfer. The Tag Along shall be exercised by the Employee by delivery of a written notice to the Company within fifteen (15) days following receipt of the Sale Notice, which notice shall state the number of Shares that the Employee proposes to Transfer to the third-party purchaser.

(f) ***Put Right***. Prior to an IPO, SPAC Transaction or a Change of Control (other than a Change of Control in which the Company is acquired by an entity without a class of securities publicly listed for trading) for a period of twelve (12) months following a termination of the Employee's employment, other than a Termination for Cause by the Company or by the Employee without Good Reason, the Employee shall have a one-time right to sell to the Company, at the Market Equity Value, shares of Common Stock of the Company acquired by the Employee during the period of his employment with the Company (and for the avoidance of doubt excluding any options, warrants or other convertible securities and any shares issued upon conversion or exercise thereof after the Employee's period of employment with the Company) for an aggregate purchase price of up to the lesser of (i) $10 million and (ii) five percent (5%) of the Company's cash, as reflected on the Company's balance sheet as of the month-end in which such right is exercised (the "***Put Right***"). The Put Right is exercisable by the Employee pursuant to a written notice containing a binding and irrevocable offer to sell Common Stock to the Company contingent only on the determination of Market Equity Value pursuant to Section 3.2(g) (the "***Offer to Sell***"). The Put Right will be consummated pursuant to the terms of a customary stock purchase agreement in form reasonably acceptable to the Board and the Employee including a release of claims. The Market Equity Value determined pursuant to Section 3.2(g) following the delivery of the Offer to Sell shall determine the per share price of the Put Right for all purposes of this Section 3.2(f), and shall not be recalculated due to any delay or other failure to promptly consummate the Put Right transaction for any reason. For the avoidance of doubt, upon the occurrence of an IPO, SPAC Transaction or a Change of Control (other than a Change of Control in which the Company is acquired by an entity without a class of securities publicly listed for trading), the Employee shall no longer be entitled to the Put Right. Notwithstanding anything to the contrary contained in this Agreement the Company shall not be obligated to consummate the Put Right transaction at any time (i) to the extent prohibited by law, including without limitation Delaware law governing distributions to stockholders, or (ii) to the extent the consummation of the Put Right would result in the breach of the Company's obligations to any bank, equipment lessor or other financial institutions.

(g) ***Market Equity Value***. For the purposes of this Section 3.2, "***Market Equity Value***" shall be the higher of (i) the fair market value as determined by mutual agreement between the Company and the Employee; provided that if the parties cannot agree, the Employee has the right at Employee's sole expense to ask for an independent valuation from a third-party valuation provider to be determined by the Company, provided, however, that the cost of such valuation will be paid for by the Company only in the event the independent valuation deviates by greater than fifteen percent (15%) from the fair market value determined by the Board., or (ii) the share issuance price (applicable to either preferred or Common Stock of the Company) pursuant to the most recent equity grant, secondary sale, or completed private placement by the Company.

3.3 ***Restricted Stock Units***. As soon as practicable following the Effective Date, but in no event later than the one-year anniversary of the Effective Date, and subject to approval by the Company's stockholders to the extent an increase in the number of shares of Common Stock under the Company's 2017 Equity Incentive Plan (the "***Equity Plan***") is required for the grant as

set forth in this Section 3.3, the Board will grant to the Employee restricted stock units ("***RSUs***") under the Equity Plan with the following terms:

(a) ***Number of RSUs Granted***. The number of RSUs granted will be 5,193,377 shares of Common Stock.

(b) ***RSU Vesting***.

(i) Subject to the terms herein, including the attached ***Exhibit A***, the RSUs will vest upon a Liquidity Event that satisfies the applicable conditions set forth on ***Exhibit A*** (each, a "***Milestone Vest Event***"), provided that a Milestone Vest Event must occur on or prior to the seventh anniversary of the grant date of the RSUs (the "***Expiration Date***"). In the event that one or more Milestone Vest Events do not occur on or prior to the Expiration Date, any then outstanding, unvested RSUs will automatically be forfeited to the Company for no consideration. For the avoidance of doubt, Milestone 1 (as set forth in ***Exhibit A***) is deemed achieved upon execution of this Agreement, subject to vesting and settlement upon a Liquidity Event that occurs on or prior to the Expiration Date or, if earlier, by the time period required under Section 3.3(c).

(ii) Upon a Milestone Vest Event, the amount of RSUs eligible for settlement in shares of Common Stock will be equal to the applicable number of shares set forth on ***Exhibit A***.

(c) ***Effect of Termination of Employment***. In the event the Employee's employment with the Company terminates other than a Termination For Cause , the Employee will be eligible to retain any then unvested RSUs until the earlier of (i) eighteen (18) months after such termination and (ii) the Expiration Date, which RSUs will be eligible for vesting and settlement in shares of Common Stock in the event a Liquidity Event occurs that satisfies that applicable conditions set forth on ***Exhibit A*** during such period. If a Liquidity Event does not occur by such applicable date after the Employee's termination of employment, any then outstanding, unvested RSUs will automatically be forfeited to the Company for no consideration.

(d) ***Tax Withholding***. Upon vesting of RSUs, shares will be withheld to satisfy applicable tax withholding obligations as permitted under the Equity Plan, unless prohibited by applicable law. The Company makes no representations to the Employee as to the tax consequences to the Employee regarding the acquisition, vesting or settlement of the RSUs and the Employee remains ultimately responsible for all tax withholding due in connection with the RSUs. The Company has no obligation to minimize the tax consequences of the RSUs to the Employee.

(e) ***Other***. The RSUs will be granted under the Equity Plan and will be evidenced by, and subject to, an RSU Agreement having the terms set forth herein, including on ***Exhibit A***, and such other terms as the Board deems advisable or necessary, including for compliance with applicable law. The RSUs will be settled in shares of Common Stock following satisfaction of a Milestone Vest Event by no later than March 15th of the calendar year following the calendar year in which the Milestone Vest Event occurs. Issuance of shares upon settlement of the RSUs will be subject to compliance with all applicable securities laws. Notwithstanding the foregoing,

RSUs may be settled in cash in the event of a Change of Control in accordance with the terms of the definitive agreement for such transaction.

3.4 ***Severance Benefits***.

(a) ***Severance Benefits-No Change of Control***. If the Employee is terminated by the Company for a reason other than Termination For Cause or Termination for Good Reason, the Employee will be entitled to receive a lump sum payment equal to one (1) year of the annual salary then in effect, payable in accordance with the Company's regular payroll practices as then in effect, as well as a payment equal to the premium costs for the Employee and their eligible dependents to continue healthcare coverage under COBRA for one (1) year.

(b) ***Severance Benefits- Change of Control***. If the Employee is terminated by the Company for a reason other than Termination For Cause or Termination for Good Reason during the period commencing three (3) months prior to and ending twelve (12) months after a Change of Control, the Employee will be entitled to receive a lump sum payment equal to a total of two (2) years of the annual salary then in effect, payable in accordance with the Company's regular payroll practices as then in effect, as well as a payment equal to the premium costs for the Employee and their eligible dependents to continue healthcare coverage under COBRA for a total of two (2) years.

(c) ***Release***. The foregoing Severance Benefits in Sections 3.4(a) and (b) will be contingent on the Employee (1) signing, and allowing to become effective not later than sixty (60) days following the employment termination date (or such shorter period specified in the release), the Company's standard form of release of claims, (2) the Employee complying with his or her continuing obligations to the Company, and (3) the Employee resigning from all the positions the Employee then holds with the Company and its subsidiaries.

4. ***Proprietary Information***. The Employee will as of the Effective Date execute and deliver to the Company the **Employee Confidential Information and Inventions Agreement** attached as ***Exhibit B*** hereto.

5. ***Code Section 409A***. The parties intend that this Agreement and the payments and benefits provided hereunder be exempt from the requirements of Code Section 409A, and the rules and regulations issued thereunder, to the maximum extent possible, whether pursuant to the short-term deferral exception described in Treasury Regulation Section 1.409A-1(b)(4), the involuntary separation pay plan exception described in Treasury Regulation Section 1.409A-1(b)(9)(iii), or otherwise. To the extent Code Section 409A is applicable to this Agreement, the parties intend that this Agreement and any payments and benefits hereunder comply with the deferral, payout and other limitations and restrictions imposed under Code Section 409A so as to avoid the imputation of any tax, penalty or interest under Code Section 409A. Notwithstanding anything herein to the contrary, this Agreement will be construed, interpreted, operated and administered in a manner consistent with such intentions; provided, however, that (A) the Company makes no representations or warranties to the Employee with respect to any tax, economic or legal consequences of this Agreement or any payments or other benefits provided hereunder, including without limitation under Code Section 409A, (B) in no

event will the Company or any of its subsidiaries or affiliates (or any of their respective successors) be liable for any additional tax, interest or penalty that may be imposed on the Employee pursuant to Code Section 409A or for any damages or liabilities incurred by the Employee as a result of this Agreement (or the payments or benefits hereunder) failing to comply with, or be exempt from, Code Section 409A, and (C) the Employee, by executing this Agreement, will be deemed to have waived any claim against the Company and its affiliates with respect to any such tax, economic or legal consequences. Without limiting the generality of the foregoing, and notwithstanding any other provision of this Agreement to the contrary (other than the proviso in the immediately preceding sentence):

(a) To the extent Code Section 409A is applicable to this Agreement, a termination of employment will not be deemed to have occurred for purposes of any provision of this Agreement providing for the payment of amounts or benefits upon or following a termination of employment unless such termination constitutes a "separation from service" within the meaning of Treasury Regulation Section 1.409A-1(h)(1), without regard to the optional alternative definitions available thereunder (a "***Separation from Service***"), and, for purposes of any such provision of this Agreement, references to "terminate," "termination," "termination of employment," "resigns" and like terms will be interpreted accordingly.

(b) If the Employee is a "specified employee" within the meaning of Treasury Regulation Section 1.409A-1(i) as of the date of the Employee's Separation from Service, the Employee will not be entitled to any payment or benefit on account of the Employee's Separation from Service, until the earlier of (1) the date that is six (6) months after the Employee's Separation from Service for any reason other than death or (2) the date of the Employee's death. The provisions of this Section 5(b) will only apply if, and to the extent, required to avoid the imputation of any tax, penalty or interest pursuant to Code Section 409A on the Employee. Any amounts otherwise payable to the Employee upon or in the six (6) month period following the Employee's Separation from Service that are not so paid by reason of this Section 5(b) will be paid (without interest) as soon as practicable (and in all events within thirty (30) days) after the date that is six (6) months after the Employee's Separation from Service (or, if earlier, as soon as practicable, and in all events within thirty (30) days, after the date of the Employee's death).

(c) Each payment made under this Agreement will be treated as a separate and distinct payment, and the right to a series of installment payments under this Agreement will be treated as a right to a series of separate and distinct payments.

(d) With regard to any provision in this Agreement that provides for reimbursement of expenses or in-kind benefits (except for any expense, reimbursement or in-kind benefit provided pursuant to this Agreement that does not constitute a "deferral of compensation," within the meaning of Treasury Regulation Section 1.409A-1(b)), (i) the amount of expenses eligible for reimbursement, or in-kind benefits provided, during any calendar year will not affect the expenses eligible for reimbursement, or in-kind benefits to be provided, in any other calendar year, (ii) such payment will be made within thirty (30) days following the submission of appropriate documentation required by the Company and in no event later than the last day of the

calendar year following the calendar year in which the expense was incurred, and (iii) the right to reimbursement or in-kind benefits will not be subject to liquidation or exchange for another benefit.

6. ***Miscellaneous***.

6.1 ***Waiver***. The waiver of the breach of any provision of this Agreement will not operate or be construed as a waiver of any subsequent breach of the same or other provision hereof.

6.2 ***Notices***. All notices and other communications under this Agreement will be in writing and will be given by personal or courier delivery, email, facsimile or first class mail, certified or registered with return receipt requested, and will be deemed to have been duly given upon receipt if personally delivered or delivered by courier, on the date of transmission if transmitted by facsimile or email, or three (3) business days after mailing if mailed, to the addresses of the Company and the Employee contained in the records of the Company at the time of such notice. Any party may change such party's address for notices by notice duly given pursuant to this Section 6.2.

6.3 ***Headings***. The section headings used in this Agreement are intended for convenience of reference and will not by themselves determine the construction or interpretation of any provision of this Agreement.

6.4 ***Governing Law***. This Agreement will be governed by and construed in accordance with the laws of the State of California, excluding those laws that direct the application of the laws of another jurisdiction.

6.5 ***Arbitration***. The Employee and the Company voluntarily agree that subject to the exclusions in Section 6.5(b) below, or as expressly prohibited by law, any claim, dispute, or controversy arising out of or relating to the Employee's employment with the Company or the separation of that employment ("***Disputes***") must be submitted to final and binding arbitration in accordance with the terms of this Arbitration Agreement ("***Arbitration Agreement***").

(a) Disputes include, but are not limited to: claims for unpaid wages; claims pursuant to the California Labor Code, claims pursuant to the California Fair Employment and Housing Act; benefit claims; contract claims; claims for equitable relief; tort claims; claims for wrongful termination; defamation claims; discrimination and retaliation claims; or any other type of legal or equitable claim that could be made under federal, state, or local law and which could be asserted in a court or filed with a government agency arising out of or relating to this Arbitration Agreement or the Employee's employment with the Company. Disputes are included in this Arbitration Agreement regardless of whether they have already accrued or will accrue in the future to the maximum extent permitted by applicable law. Subject to Section 6.5(b) below, this means any and all claims arising out of or relating to the Employee's employment with the Company are subject to arbitration (pre-hire through post-termination) and included in the term Disputes. If a Dispute is based, in whole or in part, on acts or omissions by any individual manager or supervisor of Company and the Employee also seeks to recover against such

individual in his or her individual capacity, then that claim is also a Dispute subject to this Arbitration Agreement.

(b) Disputes do not include: (i) claims that, as a matter of federal law or state or local law that are not preempted by federal law, the parties cannot agree to arbitrate; (ii) claims within the jurisdictional limitation of small claims courts of the state where the claim is submitted for resolution; (iii) claims for worker's compensation benefits; and (iv) claims for unemployment insurance compensation benefits. If a claim includes Disputes as defined in this Arbitration Agreement and also includes a claim that is excluded from the term Dispute, the parties agree that all Disputes will be arbitrated pursuant to the terms of this Arbitration Agreement before commencement of litigation of claims excluded from arbitration to the maximum extent permitted by applicable law. For the avoidance of doubt, the term Disputes does not include sexual harassment and sexual assault claims. In the event of a dispute regarding sexual assault or sexual harassment claims, the parties can, at that time, agree to arbitrate such sexual harassment and sexual assault claims.

(c) This Arbitration Agreement, any arbitration proceedings held pursuant to this Arbitration Agreement, and any state or federal court or other proceeding concerning arbitration under this Arbitration Agreement are expressly subject to, and governed by, the Federal Arbitration Act, 9 U.S.C. § 1 et seq. ("***FAA***"). The Parties acknowledge that the Company's business and the Employee's employment involve interstate commerce.

(d) Unless the parties agree otherwise, arbitration will be administered by the Judicial Arbitration and Mediation Services ("***JAMS***") pursuant to its Employment Arbitration Rules & Procedures and Federal Rule of Civil Procedure Rule 68. Unless applicable law requires otherwise, the arbitrator will have the authority to determine the enforceability of this Arbitration Agreement, as well as whether a claim is arbitrable, both of which will be decided under the FAA. The JAMS Rules are available online at https://www.jamsadr.com/rules-employment-arbitration and Federal Rule of Civil Procedure Rule 68 is available at https://www.law.cornell.edu/rules/frcp/rule_68. Both are available from the Company upon request. If there is a conflict between the JAMS Rules and this Arbitration Agreement, this Arbitration Agreement governs. The arbitrator shall have the authority to adjudicate any cause of action, or the entire claim, pursuant to a motion for summary judgment and/or adjudication and to set deadlines for filing motions for summary judgment and/or adjudication and to set briefing schedules for any motions. The arbitrator shall have the authority to issue third party subpoenas. All arbitration fees and costs relating to the arbitrator and the arbitration proceeding itself will be paid for by the Company. Each party will pay its own attorneys' fees and costs, if any; provided that if either party prevails on a claim which affords the prevailing party attorneys' fees pursuant to applicable law, statute, or contract, the arbitrator may award reasonable attorneys' fees and costs consistent with applicable law. Unless applicable law requires otherwise, the arbitrator will apply the substantive law of the state of California, except for any claim to which federal substantive law would apply. The arbitration will be conducted in San Francisco, California or such other location as the parties may agree, or where otherwise required by applicable law.

(e) Except as otherwise required under applicable law: (i) the Employee and the Company expressly intend and agree that class action or collective action procedures will not be asserted, nor will they apply, in any arbitration of Disputes pursuant to this Arbitration Agreement; (ii) the Employee and the Company agree that each will not assert class or collective action Disputes against the other in arbitration or otherwise, including in any civil court; and (iii) both the Employee and the Company will only submit their/its own individual claims in arbitration and will not seek to represent the interests of any other person in the arbitration. The Employee and the Company expressly waive the right to assert or participate in any class or collective action as a class member against the other regarding any Dispute, whether in a civil court or in arbitration. This Arbitration Agreement does not prevent either the Employee or the Company from participating as a witness or providing testimony in any proceeding, whether in court or in arbitration. Nothing in this agreement prevents the Employee from discussing or disclosing information about unlawful acts in the workplace, such as harassment or discrimination or any other conduct that the Employee has reason to believe is unlawful.

(f) The parties each expressly waive the right to a jury trial and any other civil court proceeding and agree that the arbitrator's award will be final and binding on the parties.

(g) Should any provision of this Arbitration Agreement be deemed unenforceable or invalid, such provision will be severed and the remainder of this Arbitration Agreement will be enforceable to the fullest extent of the law.

(h) The Employee has the right to consult with counsel of the Employee's choice about this Arbitration Agreement at the Employee's own expense and the Employee has availed the Employee of that opportunity to the extent that the Employee wishes to do so. This Arbitration Agreement does not alter the Employee's status as an at-will employee. This mutual agreement to arbitrate is voluntary and by signing below, the Employee acknowledges and agrees to arbitration.

6.6 ***Survival of Obligations***. This Agreement will be binding upon and inure to the benefit of the executors, administrators, heirs, successors, and assigns of the parties; provided, however, that except as herein expressly provided, this Agreement will not be assignable either by the Company (except to an affiliate or successor of the Company) or by the Employee without the prior written consent of the other party.

6.7 ***Counterparts and Facsimile Signatures***. This Agreement may be executed in two or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument. This Agreement may be executed by facsimile signature (including signatures in Adobe PDF or similar format) and other electronic signatures (including, without limitation, DocuSign and AdobeSign). The use of electronic signatures and electronic records (including, without limitation, any contract or other record created, generated, sent, communicated, received, or stored by electronic means) shall be of the same legal effect, validity and enforceability as a manually executed signature or use of a paper-based record-keeping system to the fullest extent permitted by applicable law.

6.8 ***Withholding***. All sums payable to the Employee hereunder will be reduced by all federal, state, local, and other withholdings and similar taxes and payments required by applicable law.

6.9 ***Enforcement***. If any portion of this Agreement is determined to be invalid or unenforceable, such portion will be adjusted, rather than voided, to achieve the intent of the parties to the extent possible, and the remainder will be enforced to the maximum extent possible.

6.10 ***Entire Agreement; Modifications***. Except as otherwise provided herein or in the exhibits hereto, this Agreement represents the entire understanding among the parties with respect to the subject matter of this Agreement, and this Agreement supersedes any and all prior and contemporaneous understandings, agreements, plans, and negotiations, whether written or oral, with respect to the subject matter hereof, including, without limitation, any understandings, agreements, or obligations respecting any past or future compensation, bonuses, reimbursements, or other payments to the Employee from the Company. All modifications to this Agreement must be in writing and signed by each of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this Employment Agreement as of the Effective Date.

Company:

HINGE HEALTH, INC.

By: /s/ Teddie Wardi

Name: Teddie Wardi

Title: Member, Board of Directors

Employee:

/s/ Daniel Perez
Daniel Perez

EXHIBIT A

RSU GRANT TERMS

EXHIBIT B

EMPLOYEE CONFIDENTIAL INFORMATION AND INVENTIONS AGREEMENT

HINGE HEALTH
EMPLOYEE CONFIDENTIAL INFORMATION AND
INVENTIONS AGREEMENT

THIS EMPLOYEE CONFIDENTIAL INFORMATION AND INVENTIONS AGREEMENT (this "***Agreement***") confirms the agreement between the undersigned individual ("***Employee***") and Hinge Health, Inc., a Delaware corporation (the "***Company***"). This Agreement is effective as of the earlier of the date that the Employee's employment with the Company first commenced and the date that the Employee was first appointed as an officer of the Company. This Agreement is a material part of the consideration for Employee's continuing employment by the Company. To the extent the Employee provides services to any subsidiary or affiliated entity of the Company (including any entity owned in part by the Company), references herein to the "Company" shall refer to such subsidiary or other entity owned in part by the Company.

1. ***Proprietary Information***. Employee understands that the Company possesses and will possess Proprietary Information which is important to its business. For purposes of this Agreement, "***Proprietary Information***" is information that was or will be developed, created, or discovered by or on behalf of the Company (including any individual or entity directly or indirectly controlled by or controlling the Company, or in which any of the aforesaid have at least a 50% beneficial interest), or which became or will become known by, or was or is conveyed to the Company, which has commercial value in the Company's business and is not publicly known. "Proprietary Information" includes Company trade secrets and Company confidential or proprietary information, data and know-how, including, but not limited to, research, developments, business plans, product plans, products, services, customer lists and customers (including, but not limited to, customers of the Company on whom Employee called or with whom Employee became acquainted during the term of Employee's employment with the Company), market research, works of original authorship, intellectual property (including, but not limited to, unpublished works and undisclosed patents), photographs, negatives, digital images, software, computer programs, ideas, inventions (whether or not patentable), improvements, processes, formulas, compositions, know how, techniques, technology, designs, drawings and engineering, hardware configuration information, circuits, mask works, layouts, algorithms, cell lines, biological materials, assay components, reagents, antibodies, forecasts, strategies, business, marketing and product development plans, proposals, financial information, and other business information disclosed to Employee by the Company either directly or indirectly in writing, orally or by drawings or observation or inspection of parts or equipment. Proprietary Information does not include any of the foregoing items that has become publicly known or made generally available to the public through no wrongful act of Employee or of others who were under confidentiality obligations with respect thereto.

2. ***Company Materials***. Employee understands that the Company possesses or will possess "Company Materials" which are important to its business. For purposes of this Agreement, "***Company Materials***" are documents or other media or tangible items that contain or embody Proprietary Information or any other information concerning the business, operations

or future/strategic plans of the Company, whether such documents have been prepared by Employee or by others, including, but not limited to, the Company's customer lists which have been specially compiled by the Company to include information not available to the public such as customer preferences and customer buying history. "Company Materials" also include, but are not limited to, laptops, cell phones, personal digital assistants (PDAs), blueprints, drawings, photographs, charts, graphs, notebooks, other customer lists, computer files, disks, drives, tapes or printouts, sound recordings and other printed, typewritten or handwritten documents, as well as samples, prototypes, models, products and the like. Any property situated on the Company's premises and owned by the Company, including laptops, notebooks, cell phones, PDAs, computer files, emails, disks, drives, and other storage media, filing cabinets or other work areas, are subject to inspection by Company personnel at any time with or without notice.

3. ***Treatment of Proprietary Information and Company Property***.

3.1 ***Relationship***. Employee understands that Employee's employment with the Company creates a relationship of confidence and trust between Employee and the Company with respect to Proprietary Information. Employee further understands that the unauthorized taking of Proprietary Information (i) may result in a civil liability under California Civil Code Section 3426, and that, if willful, may result in an award for double the amount of the Company's damages and attorneys' fees; and (ii) is a crime under California Penal Code Section 444(c), punishable by imprisonment for a time not exceeding one year, or by a fine not exceeding $5,000, or by both.

3.2 ***Obligations Regarding Proprietary Information***. All Proprietary Information and all title, patents, patent rights, copyrights, mask work rights, trade secret rights, and other intellectual property and rights (collectively "***Rights***") in connection therewith are and will be the sole property of the Company. Employee hereby assigns to the Company any Rights Employee may have or acquire in such Proprietary Information. At all times, both during Employee's employment with the Company and after its termination for any reason, Employee will keep in confidence and trust and will not use or disclose, lecture upon, or publish any Proprietary Information without the prior written consent of an officer of the Company except as may be necessary and appropriate in the ordinary course of performing Employee's duties to the Company. Employee will obtain the Company's written approval before publishing or submitting for publication any material (written, verbal, or otherwise) that relates to the Company and/or incorporates any Proprietary Information. Proprietary Information may be considered technical data that is subject to compliance with the export control laws and regulations of the United States or other countries, and Employee will comply with such laws. Notwithstanding the foregoing, it is understood that, at all such times, Employee is free to use information which is generally known in the trade or industry and which is rightfully received free of a confidentiality obligation, and nothing contained in this Agreement will prohibit Employee from disclosing to anyone the amount of Employee's own wages.

3.3 ***Obligations Regarding Company Materials***. All Company Materials are and will remain the sole property of the Company. During Employee's employment with the Company, Employee will not remove any Company Materials from the business premises of the Company

or deliver any Company Materials to any individual or entity outside the Company, except as Employee is required to do in connection with performing the duties of Employee's employment with the Company. Immediately upon the termination of Employee's employment with the Company by Employee or by the Company for any reason, or during Employee's employment with the Company if so requested by the Company, Employee will return all Company Materials, apparatus, equipment and other physical property, or any reproduction of such property, excepting only (i) Employee's personal copies of records relating to Employee's compensation; (ii) Employee's personal copies of any materials previously distributed generally to stockholders of the Company; and (iii) Employee's copy of this Agreement.

3.4 ***Third-party Information***. Employee recognizes that the Company has received, and in the future will receive, from third parties their confidential or proprietary information subject to a duty on the Company's part to maintain the confidentiality of such information and, in some cases, to use it only for certain limited purposes. Employee owes the Company and such third parties, both during the term of Employee's employment with the Company and thereafter, a duty to hold all such confidential or proprietary information in the strictest confidence and not to disclose it to any individual or entity (except in a manner that is consistent with the Company's agreement with the third party) or use it for the benefit of anyone other than the Company or such third party (consistent with the Company's agreement with the third party).

3.5 ***Other Employer Information***. Employee agrees that Employee will not, during Employee's employment with the Company, improperly use or disclose any proprietary information or trade secrets of any former or concurrent employer or other individual or entity and that Employee will not bring onto the premises of the Company any unpublished document or proprietary information belonging to any such employer, individual or entity unless consented to in writing by such employer, individual or entity.

3.6 ***Defend Trade Secrets Act***. Notwithstanding any terms to the contrary in this Agreement, pursuant to 18 USC Section 1833(b), Employee will not be held criminally or civilly liable under any federal or state trade secret law for the disclosure of a trade secret that is made: (i) in confidence to a federal, state, or local government official, either directly or indirectly, or to an attorney, and solely for the purpose of reporting or investigating a suspected violation of law; or (ii) in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal.

4. ***Employee Inventions and Works of Authorship***.

4.1 ***Ownership***. All "Inventions" (as defined below) which Employee makes, conceives, reduces to practice or develops (in whole or in part, either alone or jointly with others) during Employee's employment with the Company, including during any period prior to the date of this Agreement, will be the sole property of the Company to the maximum extent permitted by Section 2870 of the California Labor Code, a copy of which is attached to this Agreement as Attachment A. Further, Employee hereby assigns such "Inventions" and all Rights in them to the Company. For purposes of this Agreement, "***Inventions***" means all improvements, inventions, designs, formulas, works of authorship, trade secrets, technology, computer programs, compositions, ideas, processes, techniques, know-how and data, whether or not patentable, made

or conceived or reduced to practice or developed by Employee, either alone or jointly with others, during the term of Employee's employment with the Company, including during any period prior to the date of this Agreement. Employee hereby waives and quitclaims to the Company any and all claims of any nature whatsoever which Employee now or may hereafter have for infringement of any proprietary rights assigned to the Company. Employee acknowledges that all original works of authorship which are made by Employee (solely or jointly with others) within the scope of employment with the Company and which are protectable by copyright are "works made for hire," pursuant to United States Copyright Act (17 U.S.C., Section 101).

4.2 ***Disclosure of Inventions***. Employee promptly will disclose in writing to Employee's immediate supervisor, with a copy to the President of the Company, or to any other persons designated by the Company, all Inventions. Employee also will disclose to the President of the Company all things that would be Inventions if made during the term of Employee's employment with the Company, conceived, reduced to practice, or developed by Employee within six months after the termination of Employee's employment with the Company, unless Employee can demonstrate that the Invention has been conceived and first reduced to practice by Employee following the termination of Employee's employment with the Company. Such disclosures will be received by the Company in confidence (to the extent they are not assigned in this Section 4) and do not extend the assignment made in this Section 4. Employee will not disclose Inventions to any person outside the Company unless requested to do so by an officer of the Company. At the time of each such disclosure, Employee will advise the Company in writing of any inventions that Employee believes fully qualify for protection under Section 2870 and will at that time provide to the Company in writing all evidence necessary to substantiate that belief. Employee will keep and maintain adequate and current records (in the form of notes, sketches, drawings and in any other form that may be required by the Company) of all Proprietary Information developed by Employee and all Inventions made by Employee during the period of Employee's employment with the Company, which records will be available to and remain the sole property of the Company at all times.

4.3 ***Further Assurances***. Employee will perform, during and after Employee's employment with the Company, all acts deemed necessary or desirable by the Company to permit and assist it, at the Company's expense, in obtaining, maintaining, defending and enforcing Rights with respect to such Inventions and improvements in any and all countries. Such acts may include, but are not limited to, execution of documents and assistance or cooperation in legal proceedings. Employee will execute such declarations, assignments, or other documents as may be necessary in the course of Invention evaluation, patent prosecution, or protection of patent or analogous property rights, to assure that title in such Inventions will be held by the Company or by such other parties designated by the Company as may be appropriate under the circumstances. Employee irrevocably designates and appoints the Company and its duly authorized officers and agents, as Employee's agents and attorneys-in-fact to act for and on Employee's behalf and in stead of Employee, to execute and file any documents and to do all other lawfully permitted acts to further the above purposes with the same legal force and effect as if executed by Employee.

4.4 ***Moral Rights***. Any assignment of copyright pursuant to this Agreement includes all rights of paternity, integrity, disclosure and withdrawal and any other rights that may be known as or referred to as "moral rights" (collectively, "***Moral Rights***"). To the extent such Moral Rights cannot be assigned under applicable law and to the extent the following is allowed by the laws in the various countries where Moral Rights exist, Employee hereby waives such Moral Rights and consents to any such action of the Company that would violate such Moral Rights in the absence of such consent. Employee will confirm any such waivers and consents from time to time as requested by the Company.

4.5 ***Pre-Existing Inventions***. Employee has attached to this Agreement as Attachment B a complete list of all existing improvements, inventions, designs, formulas, works of authorship, trade secrets, technology, computer programs, compositions, ideas, processes, techniques, know how and data, whether or not patentable, with respect to which Employee has an ownership interest as of the date of this Agreement and that Employee desires to clarify are not subject to this Agreement, and Employee acknowledges and agrees that such list is complete. If disclosure of an item on Attachment B would cause Employee to violate any prior confidentiality agreement, Employee understands that Employee is not to list such in Attachment B but is to inform the Company that all items have not been listed for that reason. A space is provided on Attachment B for such purpose. *If no such list is attached to this Agreement, Employee represents that Employee has no such inventions and improvements at the time of signing this Agreement.* If, in the course of Employee's employment with the Company, Employee incorporates a prior Employee-owned invention into a Company product, process or machine, the Company is hereby granted and shall have a nonexclusive, royalty-free, irrevocable, perpetual, worldwide license (with rights to sublicense through multiple tiers of sublicensees) to make, have made, modify, use and sell such prior invention. Notwithstanding the foregoing, Employee agrees that Employee will not incorporate, or permit to be incorporated, prior inventions in any Inventions without the Company's prior written consent.

5. ***Non-Competition During Employment***. During Employee's employment with the Company, Employee will not engage in any employment, business, or activity that is in any way competitive with the business or proposed business of the Company, and Employee will not assist any other individual or entity in competing with the Company or in preparing to engage in competition with the business or proposed business of the Company. The provisions of this section will apply both during normal working hours and at all other times including, but not limited to, nights, weekends and vacation time, while Employee is employed by the Company.

6. ***Nonsolicitation and Noninterference***. The Employee acknowledges and agrees that the Company has a valid interest in maintaining a stable work force and staying in business. Accordingly:

6.1 ***Nonsolicitation of Company Employees and Other Service Providers***. During the Employee's employment with the Company and for 24 months after the end of the Employee's employment with the Company, the Employee shall not directly or indirectly without the prior written consent of the Company, either on the Employee's own behalf or on behalf of any third party, solicit, recruit or raid the Company's directors, officers, employees, agents or consultants

in a manner intended to induce such persons to modify, reduce or discontinue their relationship with the Company. Notwithstanding the foregoing, nothing in this Section 6.1 shall prevent the Employee from employing any employee of the Company who contacts the Employee on his or her own initiative without any direct or indirect solicitation or encouragement from the Employee or the Employee's employees or authorized representatives. For purposes of this Section 6.1, a general solicitation of employment not specifically directed towards employees of the Company shall not constitute solicitation by the Employee.

6.2 ***Noninterference***. During Employee's employment with the Company and after the end of Employee's employment with the Company, the Employee shall not directly or indirectly using Proprietary Information, without the prior written consent of the Company, either on the Employee's own behalf or on behalf of any third party, interfere with, disrupt, damage, or impair the business of the Company, whether by way of interfering with, soliciting, recruiting or raiding the Company's vendors, suppliers, partners, customers, clients, or other third parties with which the Company does business, or in any manner attempting to persuade, encourage or induce any such persons or entities to modify, reduce or discontinue their relationship with the Company.

6.3 ***Severability and Modification***. It is the Employee's and Company's intent that each of the covenants under this Section 6 be read and interpreted with every reasonable inference given to its enforceability. However, it is also the Employee's and Company's intent that if any term, provision or condition of the covenants is held to be invalid, void or unenforceable, the remainder of the provisions thereof shall remain in full force and effect and shall in no way be affected, impaired or invalidated. It is also the Employee's and Company's intent that if it is determined any of the covenants are unenforceable because of overbreadth, then the covenants shall be modified so as to make it enforceable to the fullest extent permitted under applicable laws.

6.4 ***Tolling***. In the event of the breach by the Employee of any covenant set forth in Section 6.1 hereof, the running of the period of restriction shall be automatically tolled and suspended for the amount of time that the breach continues, and shall automatically recommence when the breach is remedied so that the Company shall receive the benefit of Employee's compliance with the covenants.

7. ***No Breach of Existing Agreements***. Employee represents that performance of all the terms of this Agreement will not breach any agreement to keep in confidence proprietary information acquired by Employee in confidence or in trust prior to employment with the Company. Employee has not entered into, and will not enter into, any agreement either written or oral in conflict herewith or in conflict with Employee's employment with the Company.

8. ***At Will Employment***. This Agreement is not a contract guaranteeing employment of a specified length, and each of Employee and the Company has the right to terminate Employee's employment with the Company at any time, for any reason, with or without cause.

9. ***Termination Certificate***. Upon termination of employment with the Company for any reason, Employee will execute and deliver to the Company a termination certificate substantially in the form attached to this Agreement as Attachment C.

10. ***Notification of New Employer***. In the event that Employee leaves the employ of the Company, Employee hereby consents to notification by the Company to Employee's new employer or consulting client of Employee's rights and obligations under this Agreement.

11. ***Limitation of Application***. This Agreement does not purport to set forth all of the terms and conditions of Employee's employment with the Company. As an employee of the Company, Employee has obligations to the Company which are not set forth in this Agreement.

12. ***Survival***. All of the provisions of this Agreement (other than Section 5) will continue in effect after termination of Employee's employment with the Company, regardless of the reason or reasons for termination, and whether such termination is voluntary or involuntary on Employee's part. Employee will notify any future client, employer or potential employer or client of Employee's obligations under this Agreement. The Company is entitled to communicate Employee's obligations under this Agreement to any future employer or potential employer.

13. ***Equitable Relief***. The Company has expended substantial efforts to maintain the confidentiality and proprietary nature of the information described in this Agreement and would be materially and irreparably injured by an unauthorized disclosure or use of any of that information. Any breach of this Agreement will result in irreparable and continuing damage to the Company for which there can be no adequate remedy at law, and in the event of any such breach, the Company will be entitled to obtain from any court of competent jurisdiction immediate injunctive relief and other equitable remedies (without any need to post any bond or other security) in addition to such other and further relief as may be proper. The Employee hereby submits to the jurisdiction and venue of said courts of competent jurisdiction.

14. ***Governing Law; Disputes***. Governing Law. This Agreement will be governed by and construed in accordance with the laws of the State of California, excluding those laws that direct the application of the laws of another jurisdiction. Except for injunctive relief, specific performance, or any other equitable remedy, including relief pursuant to Paragraph 13 above, any dispute in the meaning, effect or validity of this Agreement will be resolved in accordance with Section 5.5 of the Employment Agreement by and between the Company and the Employee, dated 6/6/2023.

15. ***Severability***. If one or more provisions of this Agreement are held to be illegal or unenforceable under applicable law, such illegal or unenforceable portion(s) will be revised to make them legal and enforceable. The remainder of this Agreement will otherwise remain in full force and effect and enforceable in accordance with its terms.

16. ***Binding Nature***. This Agreement will be binding upon Employee, Employee's heirs, executors, assigns, and administrators and will inure to the benefit of the Company, its subsidiaries, successors and assigns.

17. ***Modification in Writing***. This Agreement can only be modified by a subsequent written agreement executed by the President of the Company.

I HAVE READ THIS AGREEMENT CAREFULLY AND UNDERSTAND AND ACCEPT THE OBLIGATIONS WHICH IT IMPOSES UPON ME WITHOUT RESERVATION. NO PROMISES OR REPRESENTATIONS HAVE BEEN MADE TO ME TO INDUCE ME TO SIGN THIS AGREEMENT. I SIGN THIS AGREEMENT VOLUNTARILY AND FREELY, IN DUPLICATE, WITH THE UNDERSTANDING THAT ONE ORIGINAL COUNTERPART WILL BE RETAINED BY THE COMPANY AND THE OTHER ORIGINAL COUNTERPART WILL BE RETAINED BY ME. IN WITNESS WHEREOF, I HAVE EXECUTED THIS EMPLOYEE CONFIDENTIAL INFORMATION AND INVENTIONS AGREEMENT AS OF 6/6/2023.

Employee

/s/ Daniel Perez

Daniel Perez

RECEIPT ACKNOWLEDGED:

HINGE HEALTH, INC.

By: /s/ Gabriel Mecklenburg

Title: Executive Chairman

Name: Gabriel Mecklenburg

ATTACHMENT A – CALIFORNIA LABOR CODE SECTION 2870

Application of provision providing that employee will assign or offer to assign rights in invention to employer.

(a) Any provision in an employment agreement which provides that an employee will assign, or offer to assign, any of his or her rights in an invention to his or her employer will not apply to an invention that the employee developed entirely on his or her own time without using the employer's equipment, supplies, facilities, or trade secret information except for those inventions that either:

(1) Relate at the time of conception or reduction to practice of the invention to the employer's business, or actual or demonstrably anticipated research or development of the employer, or

(2) Result from any work performed by the employee for the employer.

(b) To the extent a provision in an employment agreement purports to require an employee to assign an invention otherwise excluded from being required to be assigned under subdivision (a), the provision is against the public policy of this state and is unenforceable.

ATTACHMENT B

To: Hinge Health, Inc.

1. The following is a complete list of all existing improvements, inventions, designs, formulas, works of authorship, trade secrets, technology, computer programs, compositions, ideas, processes, techniques, know-how and data, whether or not patentable, with respect to which I have an ownership interest as of the date of the Company's Employee Confidential Information and Inventions Agreement and that I desire to clarify are not subject to the Company's Employee Confidential Information and Inventions Agreement.

__No such improvements, inventions, designs, formulas, works of authorship, trade secrets, technology, computer programs, compositions, ideas, processes, techniques, know-how or data.

__See below:

__Additional sheets attached

___Due to confidentiality agreements with a prior employer, I cannot disclose certain improvements, inventions, designs, formulas, works of authorship, trade secrets, technology, computer programs, compositions, ideas, processes, techniques, know-how or data that would otherwise be included on the above list.

2. I propose to bring to my employment with the Company the following materials and documents of a former employer, which employer has expressly consented to my continued possession and use:

__No materials or documents

__See below:

/s/ Daniel Perez__

Daniel Perez

ATTACHMENT C TERMINATION CERTIFICATE

I hereby certify that I do not have in my possession, nor have I failed to return, any "Company Materials," as defined in the Employee Confidential Information and Inventions Agreement of Hinge Health, Inc. (the "***Company***") signed by me.

I further certify that I have complied with all the terms of the Employee Confidential Information and Inventions Agreement, including the reporting of any "Inventions" (as defined therein).

I further agree that, in compliance with the Employee Confidential Information and Inventions Agreement, I will continue to preserve as confidential and not use all "Proprietary Information" (as defined therein).

Employee **Date**

—— ——

Daniel Perez

Exhibit 10.9

Hinge Health
EMPLOYMENT AGREEMENT

THIS EMPLOYMENT AGREEMENT (this "***Agreement***") is made and entered into as of 6/6/2023 by and between **Hinge Health, Inc.**, a Delaware corporation (the "***Company***"), and Gabriel Mecklenburg (the "***Employee***").

BACKGROUND

A. The Company desires to continue to retain the services of the Employee as Executive Chairman of the Company from the date of this Agreement (the "***Effective Date***"). This Agreement supersedes and replaces in its entirety all prior employment agreements.

B. The Employee is willing to be employed by the Company on the terms and subject to the conditions set forth in this Agreement.

THE PARTIES AGREE AS FOLLOWS:

1. ***Title, Duties and Responsibilities***.

1.1 ***Executive Chairman.*** The Employee will be employed by the Company as its Executive Chairman and the Company agrees to employ and retain the Employee in such capacity.

1.2 ***Duties***. The Employee will devote all of the Employee's business time, energy, and skill to the affairs of the Company; provided, however, that during the Employee's business time reasonable time for passive investments in personal business, charitable or professional activities will be permitted, so long as such activities do not materially interfere with the Employee's performance of services under this Agreement. The Employee shall continue to serve as a member of the board of directors of the Company (the "***Board***") or as an officer or director of any affiliate of the Company for no additional compensation.

1.3 ***Performance of Duties***. The Employee will discharge the duties described herein in a diligent and professional manner. The Employee will observe and comply at all times with the lawful directives of the Board regarding the Employee's performance of the Employee's duties and with the Company's business policies, rules and regulations as adopted from time to time by the Board. The Employee will carry out and perform any and all reasonable and lawful orders, directions, and policies as may be stated by the Company from time to time, either orally or in writing.

2. ***Terms of Employment***.

2.1 ***Definitions***. For purposes of this Agreement, the following terms not otherwise defined in this Agreement will have the following meanings:

(a) "***Change of Control***" means the consummation, in a single transaction or in a series of related transactions, of any one or more of the following events:

(i) any person or entity becomes the owner, directly or indirectly, of securities of the Company representing more than fifty percent (50%) of the combined voting power of the Company's then outstanding securities other than by virtue of a merger, consolidation or similar transaction;

(ii) a merger, consolidation or similar transaction involving (directly or indirectly) the Company and, immediately after the consummation of such merger, consolidation or similar transaction, the stockholders of the Company immediately prior thereto do not own, directly or indirectly, either (A) outstanding voting securities representing more than fifty percent (50%) of the combined outstanding voting power of the surviving entity in such merger, consolidation or similar transaction, or (B) more than fifty percent (50%) of the combined outstanding voting power of the parent of the surviving entity in such merger, consolidation or similar transaction, in each case in substantially the same proportions as their ownership of the outstanding voting securities of the Company immediately prior to such transaction; or

(iii) a sale, lease, exclusive license or other disposition of all or substantially all of the consolidated assets of the Company and its subsidiaries, other than a sale, lease, license or other disposition of all or substantially all of the consolidated assets of the Company and its subsidiaries to a person or entity, more than fifty percent (50%) of the combined voting power of the voting securities of which are owned by stockholders of the Company in substantially the same proportions as their ownership of the outstanding voting securities of the Company immediately prior to such sale, lease, license or other disposition.

The term Change of Control will not include a sale of assets, merger or other transaction effected exclusively for the purpose of changing the domicile of the Company. In addition, a Change of Control will not be deemed to occur (A) on account of the acquisition of securities of the Company by an investor, any affiliate thereof or any other entity or person that acquires the Company's securities in a transaction or series of related transactions the primary purpose of which is to obtain financing for the Company through the issuance of equity securities, or (B) solely because the level of ownership held by any person or entity (the "***Subject Person***") exceeds the designated percentage threshold of the outstanding voting securities as a result of a repurchase or other acquisition of voting securities by the Company reducing the number of shares outstanding. However, if a Change of Control would occur (but for the operation of this sentence) as a result of the acquisition of voting securities by the Company, and after such share acquisition, the Subject Person becomes the owner of any additional voting securities that, assuming the repurchase or other acquisition had not occurred, increases the percentage of the then outstanding voting securities owned by the Subject Person over the designated percentage threshold, then a Change of Control will be deemed to occur.

If necessary for compliance with Code Section 409A, no transaction will be a Change of Control unless it is also a change in the ownership or effective control of the Company, or in the ownership of a substantial portion of the Company's assets, as provided in Section 409A(a)(2)(A)(v) of the Code and Treasury Regulations Section 1.409A-3(i)(5).

(b) "***Code***" means the Internal Revenue Code of 1986, as amended.

(c) "***Common Stock***" means shares of Common Stock of the Company.

(d) "***Death Termination***" means termination of the Employee's employment because of the death of the Employee.

(e) "***Disability Termination***" means termination by the Company of the Employee's employment by reason of the Employee's incapacitation due to disability. The Employee will be deemed to be incapacitated due to disability if at the end of any month the Employee is unable to perform substantially all of the Employee's duties under this Agreement in the normal and regular manner due to illness, injury or mental or physical incapacity, and has been unable so to perform for either (i) three consecutive full calendar months then ending, or (ii) ninety (90) or more of the normal working days during the twelve (12) consecutive full calendar months then ending. Nothing in this paragraph will alter the Company's obligations under applicable law, which may, in certain circumstances, result in the suspension or alteration of the foregoing time periods.

(f) "***Good Reason***" means, without the Employee's written consent, one or more of the following: (i) a reduction in the Employee's base salary by more than ten percent (10%), other than a reduction that is part of an expense reduction effort applied to the entire management team; (ii) a change in job title or duties and responsibilities that results in a material diminution in or substantial adverse alteration in the nature or scope of the Employee's authority, duties or responsibilities; (iii) a relocation of the Employee's principal workplace by more than thirty-five (35) miles away from the Employee's home prior to the relocation; or (iv) a material breach of any provision of this Agreement by the Company. In order for an event to qualify as Good Reason, the Employee must provide written notice to the Company of the acts or omissions constituting grounds for "Good Reason" within thirty (30) days after the initial existence of the grounds for "Good Reason," the Company must fail to reasonably remedy such act or omission within thirty (30) days after such notice, and the Employee must resign from all positions with the Company not later than thirty (30) days after the expiration of such cure period.

(g) "***IPO***" means the first sale of the Company's Common Stock to the general public pursuant to a registration statement filed with and declared effective by the Securities and Exchange Commission under the Securities Act of 1933, as amended, including a registration statement in connection with a direct listing, but excluding a registration statement relating solely to the issuance of Common Stock pursuant to a business combination or an employee incentive or benefit plan.

(h) "***Liquidity Event***" means the earlier to occur of (i) the closing of a Change of Control or (ii) the consummation of an IPO.

(i) "***Shares***" shall mean shares of capital stock of the Company.

(j) "***SPAC Transaction***" means the acquisition of the Company by a special purpose acquisition company ("***SPAC***"), the shares of which, immediately following the consummation of such acquisition, are publicly listed for trading.

(k) "***Transfer***" means to sell, assign, dispose of, exchange, pledge, encumber, hypothecate or otherwise transfer Shares or any participation or interest therein, whether directly or indirectly, or agree or commit to do any of the foregoing.

(l) "***Termination For Cause***" means termination by the Company of the Employee's employment by reason of the occurrence of one of the following on or after the Effective Date while this Agreement is in effect: (i) the Employee's willful act of dishonesty or fraud, gross negligence in the performance of the Employee's duties and responsibilities, deliberate violation of a Company policy, or refusal to comply in any material respect with the legal directives of the Company's Board or Chief Executive Officer so long as such directives are not inconsistent with the Employee's position and duties as described herein, and provided that any actions or inactions described herein that are capable of cure may be cured by the Employee within thirty (30) days' notice thereof; (ii) willful conduct by the Employee that materially discredits the Company, intentional engagement by the Employee in acts materially detrimental to the Company's operations or business, persistent or habitual negligence in the performance of the Employee's duties and responsibilities, or the Employee's commission of a felony involving moral turpitude as determined by the Board in good faith after a reasonable investigation conducted by an experienced and reputable third party into such felony; (iii) the Employee's incurable material breach of the terms of this Agreement, the Employee Confidential Information and Inventions Agreement or any other material agreement between the Employee and the Company; or (iv) unauthorized use or disclosure by the Employee of any proprietary information or trade secrets of the Company or any other party to whom the Employee owes an obligation of nondisclosure as a result of the Employee's position with the Company.

(m) "***Termination Other Than For Cause***" means termination of the Employee's employment by the Company other than Termination for Cause, a Death Termination, a Disability Termination or a Voluntary Termination.

(n) "***Voluntary Termination***" means termination of the Employee's employment by the voluntary action of the Employee other than by reason of Good Reason, a Disability Termination, or a Death Termination.

2.2 ***Employee at Will***. The Employee is an "at will" employee of the Company, and the Employee's employment may be terminated at any time for any reason or no reason by the Company, or the Employee, by the giving of written notice thereof by the Company to the Employee or the Employee to the Company, as applicable subject to the terms and conditions of this Agreement. Termination of the Employee's employment by the Company shall require a majority vote of the Board.

3. ***Compensation and Benefits***.

3.1 ***Base Salary***. As payment for the services to be rendered by the Employee as provided in Section 1 and subject to the provisions of Section 2 of this Agreement, the Company will pay the Employee a "Base Salary" at the rate of $500,000 per year, payable on the Company's normal payroll schedule. The Employee's "Base Salary" may be increased in accordance with the provisions hereof or as otherwise determined from time to time by the Company's Board or Chief Executive Officer.

3.2 ***Additional Benefits***.

(a) ***Benefit Plans/ Perquisites***. The Employee will be eligible to participate in such of the Company's benefit plans and perquisite arrangements as are now generally available or later made generally available to senior-level executives of the Company.

(b) ***Paid Time Off***. The Company will provide the Employee with paid time off in accordance with its Flex PTO Policy for exempt employees which addresses time off from work.

(c) ***Expense Reimbursement***. The Company agrees to reimburse the Employee for all reasonable, ordinary and necessary expenses incurred by the Employee in conjunction with the Employee's services to the Company consistent with the Company's standard reimbursement policies. The Company will pay travel costs incurred by the Employee in conjunction with the Employee's services to the Company consistent with the Company's standard travel policies.

(d) ***Legal Fee Reimbursement.*** The Company agrees to reimburse the Employee for legal fees incurred in connection with preparation of this Employment Agreement up to a maximum of fifteen thousand dollars ($15,000).

(e) ***Tag-Along Right.*** Prior to an IPO, SPAC Transaction or a Change of Control, following a termination of the Employee's employment for any reason, other than a Termination For Cause by the Company or by the Employee without Good Reason, in the event of a private or secondary sale of shares of Common Stock arranged by the Company, the Employee shall be entitled to participate in the transaction to the greatest extent other stockholders of the Company are permitted to participate (calculated as a percentage of fully-diluted ownership). The participation right provided by Section 3.2(e) shall apply only with respect to the Common Stock of the Company acquired by the Employee during the period of his employment with the Company (and for the avoidance of doubt excluding any options, warrants or other convertible securities and any shares issued upon conversion or exercise thereof after the Employee's period of employment with the Company). The Company shall notify the Employee in writing of any such proposed Transfer (the "***Sale Notice***"). The Sale Notice shall set forth (i) the name and address of the proposed third-party purchaser; (ii) a copy of the written proposal containing all of the material terms and conditions of the proposed Transfer (including the proposed purchase price and terms and conditions of payment); and (iii) the date and location of and procedures for the Transfer. The Tag Along shall be exercised by the Employee by delivery of a written notice to the Company within fifteen (15) days following receipt of the Sale Notice, which notice shall state the number of Shares that the Employee proposes to Transfer to the third-party purchaser.

(f) ***Put Right.*** Prior to an IPO, SPAC Transaction or a Change of Control (other than a Change of Control in which the Company is acquired by an entity without a class of securities publicly listed for trading) for a period of twelve (12) months following a termination of the Employee's employment, other than a Termination for Cause by the Company or by the Employee without Good Reason, the Employee shall have a one-time right to sell to the Company, at the Market Equity Value, shares of Common Stock of the Company acquired by the Employee during the period of his employment with the Company (and for the avoidance of doubt excluding any options, warrants or other convertible securities and any shares issued upon conversion or exercise thereof after the Employee's period of employment with the Company) for an aggregate purchase price of up to the lesser of (i) $10 million and (ii) five percent (5%) of the Company's cash, as reflected on the Company's balance sheet as of the month-end in which such right is exercised (the "***Put Right***"). The Put Right is exercisable by the Employee pursuant to a written notice containing a binding and irrevocable offer to sell Common Stock to the Company contingent only on the determination of Market Equity Value pursuant to Section 3.2(g) (the "***Offer to Sell***"). The Put Right will be consummated pursuant to the terms of a customary stock purchase agreement in form reasonably acceptable to the Board and the Employee including a release of claims. The Market Equity Value determined pursuant to Section 3.2(g) following the delivery of the Offer to Sell shall determine the per share price of the Put Right for all purposes of this Section 3.2(f), and shall not be recalculated due to any delay or other failure to promptly consummate the Put Right transaction for any reason. For the avoidance of doubt, upon the occurrence of an IPO, SPAC Transaction or a Change of Control (other than a Change of Control in which the Company is acquired by an entity without a class of securities publicly listed for trading), the Employee shall no longer be entitled to the Put Right. Notwithstanding anything to the contrary contained in this Agreement the Company shall not be obligated to consummate the Put Right transaction at any time (i) to the extent prohibited by law, including without limitation Delaware law governing distributions to stockholders, or (ii) to the extent the consummation of the Put Right would result in the breach of the Company's obligations to any bank, equipment lessor or other financial institutions.

(g) ***Market Equity Value.*** For the purposes of this Section 3.2, "***Market Equity Value***" shall be the higher of (i) the fair market value as determined by mutual agreement between the Company and the Employee; provided that if the parties cannot agree, the Employee has the right at Employee's sole expense to ask for an independent valuation from a third-party valuation provider to be determined by the Company, provided, however, that the cost of such valuation will be paid for by the Company only in the event the independent valuation deviates by greater than fifteen percent (15%) from the fair market value determined by the Board, or (ii) the share issuance price (applicable to either preferred or Common Stock of the Company) pursuant to the most recent equity grant, secondary sale, or completed private placement by the Company.

3.3 ***Restricted Stock Units.*** As soon as practicable following the Effective Date, but in no event later than the one-year anniversary of the Effective Date, and subject to approval by the Company's stockholders to the extent an increase in the number of shares of Common Stock under the Company's 2017 Equity Incentive Plan (the "***Equity Plan***") is required for the grant as set forth in this Section 3.3, the Board will grant to the Employee restricted stock units ("***RSUs***") under the Equity Plan with the following terms:

(a) ***Number of RSUs Granted***. The number of RSUs granted will be 5,193,377 shares of Common Stock.

(b) ***RSU Vesting***.

(i) Subject to the terms herein, including the attached ***Exhibit A***, the RSUs will vest upon a Liquidity Event that satisfies the applicable conditions set forth on ***Exhibit A*** (each, a "***Milestone Vest Event***"), provided that a Milestone Vest Event must occur on or prior to the seventh anniversary of the grant date of the RSUs (the "***Expiration Date***"). In the event that one or more Milestone Vest Events do not occur on or prior to the Expiration Date, any then outstanding, unvested RSUs will automatically be forfeited to the Company for no consideration. For the avoidance of doubt, Milestone 1 (as set forth in ***Exhibit A***) is deemed achieved upon execution of this Agreement, subject to vesting and settlement upon a Liquidity Event that occurs on or prior to the Expiration Date or, if earlier, by the time period required under Section 3.3(c).

(ii) Upon a Milestone Vest Event, the amount of RSUs eligible for settlement in shares of Common Stock will be equal to the applicable number of shares set forth on ***Exhibit A***.

(c) ***Effect of Termination of Employment***. In the event the Employee's employment with the Company terminates other than a Termination For Cause, the Employee will be eligible to retain any then unvested RSUs until the earlier of (i) eighteen (18) months after such termination and (ii) the Expiration Date, which RSUs will be eligible for vesting and settlement in shares of Common Stock in the event a Liquidity Event occurs that satisfies that applicable conditions set forth on ***Exhibit A*** during such period. If a Liquidity Event does not occur by such applicable date after the Employee's termination of employment, any then outstanding, unvested RSUs will automatically be forfeited to the Company for no consideration.

(d) ***Tax Withholding***. Upon vesting of RSUs, shares will be withheld to satisfy applicable tax withholding obligations as permitted under the Equity Plan, unless prohibited by applicable law. The Company makes no representations to the Employee as to the tax consequences to the Employee regarding the acquisition, vesting or settlement of the RSUs and the Employee remains ultimately responsible for all tax withholding due in connection with the RSUs. The Company has no obligation to minimize the tax consequences of the RSUs to the Employee.

(e) ***Other***. The RSUs will be granted under the Equity Plan and will be evidenced by, and subject to, an RSU Agreement having the terms set forth herein, including on ***Exhibit A***, and such other terms as the Board deems advisable or necessary, including for compliance with applicable law. The RSUs will be settled in shares of Common Stock following satisfaction of a

Milestone Vest Event by no later than March 15th of the calendar year following the calendar year in which the Milestone Vest Event occurs. Issuance of shares upon settlement of the RSUs will be subject to compliance with all applicable securities laws. Notwithstanding the foregoing, RSUs may be settled in cash in the event of a Change of Control in accordance with the terms of the definitive agreement for such transaction.

3.4 ***Severance Benefits***

(a) ***Severance Benefits-No Change of Control*.** If the Employee is terminated by the Company for a reason other than Termination For Cause or Termination for Good Reason, the Employee will be entitled to receive a lump sum payment equal to one (1) year of the annual salary then in effect, payable in accordance with the Company's regular payroll practices as then in effect, as well as a payment equal to the premium costs for the Employee and their eligible dependents to continue healthcare coverage under COBRA for one (1) year.

(b) ***Severance Benefits- Change of Control*.** If the Employee is terminated by the Company for a reason other than Termination For Cause or Termination for Good Reason during the period commencing three (3) months prior to and ending twelve (12) months after a Change of Control, the Employee will be entitled to receive a lump sum payment equal to a total of two (2) years of the annual salary then in effect, payable in accordance with the Company's regular payroll practices as then in effect, as well as a payment equal to the premium costs for the Employee and their eligible dependents to continue healthcare coverage under COBRA for a total of two (2) years.

(c) ***Release.*** The foregoing Severance Benefits in Sections 3.4(a) and (b) will be contingent on the Employee (1) signing, and allowing to become effective not later than sixty (60) days following the employment termination date (or such shorter period specified in the release), the Company's standard form of release of claims, (2) the Employee complying with his or her continuing obligations to the Company, and (3) the Employee resigning from all the positions the Employee then holds with the Company and its subsidiaries.

4. ***Proprietary Information***. The Employee will as of the Effective Date execute and deliver to the Company the **Employee Confidential Information and Inventions Agreement** attached as ***Exhibit B*** hereto.

5. ***Code Section 409A***. The parties intend that this Agreement and the payments and benefits provided hereunder be exempt from the requirements of Code Section 409A, and the rules and regulations issued thereunder, to the maximum extent possible, whether pursuant to the short-term deferral exception described in Treasury Regulation Section 1.409A-1(b)(4), the involuntary separation pay plan exception described in Treasury Regulation Section 1.409A-1(b)(9)(iii), or otherwise. To the extent Code Section 409A is applicable to this Agreement, the parties intend that this Agreement and any payments and benefits hereunder comply with the deferral, payout and other limitations and restrictions imposed under Code Section 409A so as to avoid the imputation of any tax, penalty or interest under Code Section 409A. Notwithstanding anything herein to the contrary, this Agreement will be construed, interpreted, operated and administered in a manner consistent with such intentions; provided,

however, that (A) the Company makes no representations or warranties to the Employee with respect to any tax, economic or legal consequences of this Agreement or any payments or other benefits provided hereunder, including without limitation under Code Section 409A, (B) in no event will the Company or any of its subsidiaries or affiliates (or any of their respective successors) be liable for any additional tax, interest or penalty that may be imposed on the Employee pursuant to Code Section 409A or for any damages or liabilities incurred by the Employee as a result of this Agreement (or the payments or benefits hereunder) failing to comply with, or be exempt from, Code Section 409A, and (C) the Employee, by executing this Agreement, will be deemed to have waived any claim against the Company and its affiliates with respect to any such tax, economic or legal consequences. Without limiting the generality of the foregoing, and notwithstanding any other provision of this Agreement to the contrary (other than the proviso in the immediately preceding sentence):

(a) To the extent Code Section 409A is applicable to this Agreement, a termination of employment will not be deemed to have occurred for purposes of any provision of this Agreement providing for the payment of amounts or benefits upon or following a termination of employment unless such termination constitutes a "separation from service" within the meaning of Treasury Regulation Section 1.409A-1(h)(1), without regard to the optional alternative definitions available thereunder (a "***Separation from Service***"), and, for purposes of any such provision of this Agreement, references to "terminate," "termination," "termination of employment," "resigns" and like terms will be interpreted accordingly.

(b) If the Employee is a "specified employee" within the meaning of Treasury Regulation Section 1.409A-1(i) as of the date of the Employee's Separation from Service, the Employee will not be entitled to any payment or benefit on account of the Employee's Separation from Service, until the earlier of (1) the date that is six (6) months after the Employee's Separation from Service for any reason other than death or (2) the date of the Employee's death. The provisions of this Section 5(b) will only apply if, and to the extent, required to avoid the imputation of any tax, penalty or interest pursuant to Code Section 409A on the Employee. Any amounts otherwise payable to the Employee upon or in the six (6) month period following the Employee's Separation from Service that are not so paid by reason of this Section 5(b) will be paid (without interest) as soon as practicable (and in all events within thirty (30) days) after the date that is six (6) months after the Employee's Separation from Service (or, if earlier, as soon as practicable, and in all events within thirty (30) days, after the date of the Employee's death).

(c) Each payment made under this Agreement will be treated as a separate and distinct payment, and the right to a series of installment payments under this Agreement will be treated as a right to a series of separate and distinct payments.

(d) With regard to any provision in this Agreement that provides for reimbursement of expenses or in-kind benefits (except for any expense, reimbursement or in-kind benefit provided pursuant to this Agreement that does not constitute a "deferral of compensation," within the meaning of Treasury Regulation Section 1.409A-1(b)), (i) the amount of expenses eligible for reimbursement, or in-kind benefits provided, during any calendar year will not affect

the expenses eligible for reimbursement, or in-kind benefits to be provided, in any other calendar year, (ii) such payment will be made within thirty (30) days following the submission of appropriate documentation required by the Company and in no event later than the last day of the calendar year following the calendar year in which the expense was incurred, and (iii) the right to reimbursement or in-kind benefits will not be subject to liquidation or exchange for another benefit.

6. ***Miscellaneous***.

6.1 ***Waiver***. The waiver of the breach of any provision of this Agreement will not operate or be construed as a waiver of any subsequent breach of the same or other provision hereof.

6.2 ***Notices***. All notices and other communications under this Agreement will be in writing and will be given by personal or courier delivery, email, facsimile or first class mail, certified or registered with return receipt requested, and will be deemed to have been duly given upon receipt if personally delivered or delivered by courier, on the date of transmission if transmitted by facsimile or email, or three (3) business days after mailing if mailed, to the addresses of the Company and the Employee contained in the records of the Company at the time of such notice. Any party may change such party's address for notices by notice duly given pursuant to this Section 6.2.

6.3 ***Headings***. The section headings used in this Agreement are intended for convenience of reference and will not by themselves determine the construction or interpretation of any provision of this Agreement.

6.4 ***Governing Law***. This Agreement will be governed by and construed in accordance with the laws of the State of California, excluding those laws that direct the application of the laws of another jurisdiction.

6.5 ***Arbitration***. The Employee and the Company voluntarily agree that subject to the exclusions in Section 6.5(b) below, or as expressly prohibited by law, any claim, dispute, or controversy arising out of or relating to the Employee's employment with the Company or the separation of that employment ("***Disputes***") must be submitted to final and binding arbitration in accordance with the terms of this Arbitration Agreement ("***Arbitration Agreement***").

(a) Disputes include, but are not limited to: claims for unpaid wages; claims pursuant to the California Labor Code, claims pursuant to the California Fair Employment and Housing Act; benefit claims; contract claims; claims for equitable relief; tort claims; claims for wrongful termination; defamation claims; discrimination and retaliation claims; or any other type of legal or equitable claim that could be made under federal, state, or local law and which could be asserted in a court or filed with a government agency arising out of or relating to this Arbitration Agreement or the Employee's employment with the Company. Disputes are included in this Arbitration Agreement regardless of whether they have already accrued or will accrue in the future to the maximum extent permitted by applicable law. Subject to Section 6.5(b) below, this means any and all claims arising out of or relating to the Employee's employment with the

Company are subject to arbitration (pre-hire through post-termination) and included in the term Disputes. If a Dispute is based, in whole or in part, on acts or omissions by any individual manager or supervisor of Company and the Employee also seeks to recover against such individual in his or her individual capacity, then that claim is also a Dispute subject to this Arbitration Agreement.

(b) Disputes do not include: (i) claims that, as a matter of federal law or state or local law that are not preempted by federal law, the parties cannot agree to arbitrate; (ii) claims within the jurisdictional limitation of small claims courts of the state where the claim is submitted for resolution; (iii) claims for workers' compensation benefits; and (iv) claims for unemployment insurance compensation benefits. If a claim includes Disputes as defined in this Arbitration Agreement and also includes a claim that is excluded from the term Dispute, the parties agree that all Disputes will be arbitrated pursuant to the terms of this Arbitration Agreement before commencement of litigation of claims excluded from arbitration to the maximum extent permitted by applicable law. For the avoidance of doubt, the term Disputes does not include sexual harassment and sexual assault claims. In the event of a dispute regarding sexual assault or sexual harassment claims, the parties can, at that time, agree to arbitrate such sexual harassment and sexual assault claims.

(c) This Arbitration Agreement, any arbitration proceedings held pursuant to this Arbitration Agreement, and any state or federal court or other proceeding concerning arbitration under this Arbitration Agreement are expressly subject to, and governed by, the Federal Arbitration Act, 9 U.S.C. § 1 et seq. ("***FAA***"). The Parties acknowledge that the Company's business and the Employee's employment involve interstate commerce.

(d) Unless the parties agree otherwise, arbitration will be administered by the Judicial Arbitration and Mediation Services ("***JAMS***") pursuant to its Employment Arbitration Rules & Procedures and Federal Rule of Civil Procedure Rule 68. Unless applicable law requires otherwise, the arbitrator will have the authority to determine the enforceability of this Arbitration Agreement, as well as whether a claim is arbitrable, both of which will be decided under the FAA. The JAMS Rules are available online at https://www.jamsadr.com/rules-employment-arbitration and Federal Rule of Civil Procedure Rule 68 is available at https://www.law.cornell.edu/rules/frcp/rule_68. Both are available from the Company upon request. If there is a conflict between the JAMS Rules and this Arbitration Agreement, this Arbitration Agreement governs. The arbitrator shall have the authority to adjudicate any cause of action, or the entire claim, pursuant to a motion for summary judgment and/or adjudication and to set deadlines for filing motions for summary judgment and/or adjudication and to set briefing schedules for any motions. The arbitrator shall have the authority to issue third party subpoenas. All arbitration fees and costs relating to the arbitrator and the arbitration proceeding itself will be paid for by the Company. Each party will pay its own attorneys' fees and costs, if any; provided that if either party prevails on a claim which affords the prevailing party attorneys' fees pursuant to applicable law, statute, or contract, the arbitrator may award reasonable attorneys' fees and costs consistent with applicable law. Unless applicable law requires otherwise, the arbitrator will apply the substantive law of the state of California, except for any claim to which federal

substantive law would apply. The arbitration will be conducted in San Francisco, California or such other location as the parties may agree, or where otherwise required by applicable law.

(e) Except as otherwise required under applicable law: (i) the Employee and the Company expressly intend and agree that class action or collective action procedures will not be asserted, nor will they apply, in any arbitration of Disputes pursuant to this Arbitration Agreement; (ii) the Employee and the Company agree that each will not assert class or collective action Disputes against the other in arbitration or otherwise, including in any civil court; and (iii) both the Employee and the Company will only submit their/its own individual claims in arbitration and will not seek to represent the interests of any other person in the arbitration. The Employee and the Company expressly waive the right to assert or participate in any class or collective action as a class member against the other regarding any Dispute, whether in a civil court or in arbitration. This Arbitration Agreement does not prevent either the Employee or the Company from participating as a witness or providing testimony in any proceeding, whether in court or in arbitration. Nothing in this agreement prevents the Employee from discussing or disclosing information about unlawful acts in the workplace, such as harassment or discrimination or any other conduct that the Employee has reason to believe is unlawful.

(f) The parties each expressly waive the right to a jury trial and any other civil court proceeding and agree that the arbitrator's award will be final and binding on the parties.

(g) Should any provision of this Arbitration Agreement be deemed unenforceable or invalid, such provision will be severed and the remainder of this Arbitration Agreement will be enforceable to the fullest extent of the law.

(h) The Employee has the right to consult with counsel of the Employee's choice about this Arbitration Agreement at the Employee's own expense and the Employee has availed the Employee of that opportunity to the extent that the Employee wishes to do so. This Arbitration Agreement does not alter the Employee's status as an at-will employee. This mutual agreement to arbitrate is voluntary and by signing below, the Employee acknowledges and agrees to arbitration.

6.6 ***Survival of Obligations***. This Agreement will be binding upon and inure to the benefit of the executors, administrators, heirs, successors, and assigns of the parties; provided, however, that except as herein expressly provided, this Agreement will not be assignable either by the Company (except to an affiliate or successor of the Company) or by the Employee without the prior written consent of the other party.

6.7 ***Counterparts and Facsimile Signatures***. This Agreement may be executed in two or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument. This Agreement may be executed by facsimile signature (including signatures in Adobe PDF or similar format) and other electronic signatures (including, without limitation, DocuSign and AdobeSign). The use of electronic signatures and electronic records (including, without limitation, any contract or other record created, generated, sent, communicated, received, or stored by electronic means) shall be of the same legal effect, validity

and enforceability as a manually executed signature or use of a paper-based record-keeping system to the fullest extent permitted by applicable law.

6.8 ***Withholding***. All sums payable to the Employee hereunder will be reduced by all federal, state, local, and other withholdings and similar taxes and payments required by applicable law.

6.9 ***Enforcement***. If any portion of this Agreement is determined to be invalid or unenforceable, such portion will be adjusted, rather than voided, to achieve the intent of the parties to the extent possible, and the remainder will be enforced to the maximum extent possible.

6.10 ***Entire Agreement; Modifications***. Except as otherwise provided herein or in the exhibits hereto, this Agreement represents the entire understanding among the parties with respect to the subject matter of this Agreement, and this Agreement supersedes any and all prior and contemporaneous understandings, agreements, plans, and negotiations, whether written or oral, with respect to the subject matter hereof, including, without limitation, any understandings, agreements, or obligations respecting any past or future compensation, bonuses, reimbursements, or other payments to the Employee from the Company. All modifications to this Agreement must be in writing and signed by each of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this Employment Agreement as of the Effective Date.

Company: **Hinge Health, Inc.**

By: /s/ Teddie Wardi

Name: Teddie Wardi

Title: Member, Board of Directors

Employee: /s/ Gabriel Mecklenburg

Gabriel Mecklenburg

EXHIBIT A

RSU GRANT TERMS

EXHIBIT B

EMPLOYEE CONFIDENTIAL INFORMATION AND INVENTIONS AGREEMENT

Hinge Health
EMPLOYEE CONFIDENTIAL INFORMATION AND INVENTIONS AGREEMENT

THIS EMPLOYEE CONFIDENTIAL INFORMATION AND INVENTIONS AGREEMENT (this "***Agreement***") confirms the agreement between the undersigned individual ("***Employee***") and Hinge Health, Inc., a Delaware corporation (the "***Company***"). This Agreement is effective as of the earlier of the date that the Employee's employment with the Company first commenced and the date that the Employee was first appointed as an officer of the Company. This Agreement is a material part of the consideration for Employee's continuing employment by the Company. To the extent the Employee provides services to any subsidiary or affiliated entity of the Company (including any entity owned in part by the Company), references herein to the "Company" shall refer to such subsidiary or other entity owned in part by the Company.

1. ***Proprietary Information***. Employee understands that the Company possesses and will possess Proprietary Information which is important to its business. For purposes of this Agreement, "***Proprietary Information***" is information that was or will be developed, created, or discovered by or on behalf of the Company (including any individual or entity directly or indirectly controlled by or controlling the Company, or in which any of the aforesaid have at least a 50% beneficial interest), or which became or will become known by, or was or is conveyed to the Company, which has commercial value in the Company's business and is not publicly known. "Proprietary Information" includes Company trade secrets and Company confidential or proprietary information, data and know-how, including, but not limited to, research, developments, business plans, product plans, products, services, customer lists and customers (including, but not limited to, customers of the Company on whom Employee called or with whom Employee became acquainted during the term of Employee's employment with the Company), market research, works of original authorship, intellectual property (including, but not limited to, unpublished works and undisclosed patents), photographs, negatives, digital images, software, computer programs, ideas, inventions (whether or not patentable), improvements, processes, formulas, compositions, know how, techniques, technology, designs, drawings and engineering, hardware configuration information, circuits, mask works, layouts, algorithms, cell lines, biological materials, assay components, reagents, antibodies, forecasts, strategies, business, marketing and product development plans, proposals, financial information, and other business information disclosed to Employee by the Company either directly or indirectly in writing, orally or by drawings or observation or inspection of parts or equipment. Proprietary Information does not include any of the foregoing items that has become publicly known or made generally available to the public through no wrongful act of Employee or of others who were under confidentiality obligations with respect thereto.

2. ***Company Materials***. Employee understands that the Company possesses or will possess "Company Materials" which are important to its business. For purposes of this Agreement, "***Company Materials***" are documents or other media or tangible items that contain or embody Proprietary Information or any other information concerning the business, operations or future/strategic plans of the Company, whether such documents have been prepared by Employee or by others, including, but not limited to, the Company's customer lists which have been specially compiled by the Company to include information not available to the public such as customer preferences and customer buying history. "Company Materials" also include, but are not limited to, laptops, cell phones, personal digital assistants (PDAs), blueprints, drawings, photographs, charts, graphs, notebooks, other customer lists, computer files, disks, drives, tapes or printouts, sound recordings and other printed, typewritten or handwritten documents, as well as samples, prototypes, models, products and the like. Any property situated on the Company's premises and owned by the Company, including laptops, notebooks, cell phones, PDAs, computer files, emails, disks, drives, and other storage media, filing cabinets or other work areas, are subject to inspection by Company personnel at any time with or without notice.

3. ***Treatment of Proprietary Information and Company Property***.

3.1 ***Relationship***. Employee understands that Employee's employment with the Company creates a relationship of confidence and trust between Employee and the Company with respect to Proprietary Information. Employee further understands that the unauthorized taking of Proprietary Information (i) may result in a civil liability under California Civil Code Section 3426, and that, if willful, may result in an award for double the amount of the Company's damages and attorneys' fees; and (ii) is a crime under California Penal Code Section 444(c), punishable by imprisonment for a time not exceeding one year, or by a fine not exceeding $5,000, or by both.

3.2 ***Obligations Regarding Proprietary Information***. All Proprietary Information and all title, patents, patent rights, copyrights, mask work rights, trade secret rights, and other intellectual property and rights (collectively "***Rights***") in connection therewith are and will be the sole property of the Company. Employee hereby assigns to the Company any Rights Employee may have or acquire in such Proprietary Information. At all times, both during Employee's employment with the Company and after its termination for any reason, Employee will keep in confidence and trust and will not use or disclose, lecture upon, or publish any Proprietary Information without the prior written consent of an officer of the Company except as may be necessary and appropriate in the ordinary course of performing Employee's duties to the Company. Employee will obtain the Company's written approval before publishing or submitting for publication any material (written, verbal, or otherwise) that relates to the Company and/or incorporates any Proprietary Information. Proprietary Information may be considered technical data that is subject to compliance with the export control laws and regulations of the United States or other countries, and Employee will comply with such laws. Notwithstanding the foregoing, it is understood that, at all such times, Employee is free to use information which is generally known in the trade or industry and which is rightfully received free of a confidentiality obligation, and nothing contained in this Agreement will prohibit Employee from disclosing to anyone the amount of Employee's own wages.

3.3 ***Obligations Regarding Company Materials***. All Company Materials are and will remain the sole property of the Company. During Employee's employment with the Company, Employee will not remove any Company Materials from the business premises of the Company or deliver any Company Materials to any individual or entity outside the Company, except as Employee is required to do in connection with performing the duties of Employee's employment with the Company. Immediately upon the termination of Employee's employment with the Company by Employee or by the Company for any reason, or during Employee's employment with the Company if so requested by the Company, Employee will return all Company Materials, apparatus, equipment and other physical property, or any reproduction of such property, excepting only (i) Employee's personal copies of records relating to Employee's compensation; (ii) Employee's personal copies of any materials previously distributed generally to stockholders of the Company; and (iii) Employee's copy of this Agreement.

3.4 ***Third-party Information***. Employee recognizes that the Company has received, and in the future will receive, from third parties their confidential or proprietary information subject to a duty on the Company's part to maintain the confidentiality of such information and, in some cases, to use it only for certain limited purposes. Employee owes the Company and such third parties, both during the term of Employee's employment with the Company and thereafter, a duty to hold all such confidential or proprietary information in the strictest confidence and not to disclose it to any individual or entity (except in a manner that is consistent with the Company's agreement with the third party) or use it for the benefit of anyone other than the Company or such third party (consistent with the Company's agreement with the third party).

3.5 ***Other Employer Information***. Employee agrees that Employee will not, during Employee's employment with the Company, improperly use or disclose any proprietary information or trade secrets of any former or concurrent employer or other individual or entity and that Employee will not bring onto the premises of the Company any unpublished document or proprietary information belonging to any such employer, individual or entity unless consented to in writing by such employer, individual or entity.

3.6 ***Defend Trade Secrets Act***. Notwithstanding any terms to the contrary in this Agreement, pursuant to 18 USC Section 1833(b), Employee will not be held criminally or civilly liable under any federal or state trade secret law for the disclosure of a trade secret that is made: (i) in confidence to a federal, state, or local government official, either directly or indirectly, or to an attorney, and solely for the purpose of reporting or investigating a suspected violation of law; or (ii) in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal.

4. ***Employee Inventions and Works of Authorship***.

4.1 ***Ownership***. All "Inventions" (as defined below) which Employee makes, conceives, reduces to practice or develops (in whole or in part, either alone or jointly with others) during Employee's employment with the Company, including during any period prior to the date of this Agreement, will be the sole property of the Company to the maximum extent permitted by Section 2870 of the California Labor Code, a copy of which is attached to this Agreement as Attachment A. Further, Employee hereby assigns such "Inventions" and all Rights in them to the

Company. For purposes of this Agreement, "***Inventions***" means all improvements, inventions, designs, formulas, works of authorship, trade secrets, technology, computer programs, compositions, ideas, processes, techniques, know-how and data, whether or not patentable, made or conceived or reduced to practice or developed by Employee, either alone or jointly with others, during the term of Employee's employment with the Company, including during any period prior to the date of this Agreement. Employee hereby waives and quitclaims to the Company any and all claims of any nature whatsoever which Employee now or may hereafter have for infringement of any proprietary rights assigned to the Company. Employee acknowledges that all original works of authorship which are made by Employee (solely or jointly with others) within the scope of employment with the Company and which are protectable by copyright are "works made for hire," pursuant to United States Copyright Act (17 U.S.C., Section 101).

4.2 ***Disclosure of Inventions***. Employee promptly will disclose in writing to Employee's immediate supervisor, with a copy to the President of the Company, or to any other persons designated by the Company, all Inventions. Employee also will disclose to the President of the Company all things that would be Inventions if made during the term of Employee's employment with the Company, conceived, reduced to practice, or developed by Employee within six months after the termination of Employee's employment with the Company, unless Employee can demonstrate that the Invention has been conceived and first reduced to practice by Employee following the termination of Employee's employment with the Company. Such disclosures will be received by the Company in confidence (to the extent they are not assigned in this Section 4) and do not extend the assignment made in this Section 4. Employee will not disclose Inventions to any person outside the Company unless requested to do so by an officer of the Company. At the time of each such disclosure, Employee will advise the Company in writing of any inventions that Employee believes fully qualify for protection under Section 2870 and will at that time provide to the Company in writing all evidence necessary to substantiate that belief. Employee will keep and maintain adequate and current records (in the form of notes, sketches, drawings and in any other form that may be required by the Company) of all Proprietary Information developed by Employee and all Inventions made by Employee during the period of Employee's employment with the Company, which records will be available to and remain the sole property of the Company at all times.

4.3 ***Further Assurances***. Employee will perform, during and after Employee's employment with the Company, all acts deemed necessary or desirable by the Company to permit and assist it, at the Company's expense, in obtaining, maintaining, defending and enforcing Rights with respect to such Inventions and improvements in any and all countries. Such acts may include, but are not limited to, execution of documents and assistance or cooperation in legal proceedings. Employee will execute such declarations, assignments, or other documents as may be necessary in the course of Invention evaluation, patent prosecution, or protection of patent or analogous property rights, to assure that title in such Inventions will be held by the Company or by such other parties designated by the Company as may be appropriate under the circumstances. Employee irrevocably designates and appoints the Company and its duly authorized officers and agents, as Employee's agents and attorneys-in-fact to act for and on Employee's behalf and in stead of Employee, to execute and file any documents and to do all

other lawfully permitted acts to further the above purposes with the same legal force and effect as if executed by Employee.

4.4 ***Moral Rights***. Any assignment of copyright pursuant to this Agreement includes all rights of paternity, integrity, disclosure and withdrawal and any other rights that may be known as or referred to as "moral rights" (collectively, "***Moral Rights***"). To the extent such Moral Rights cannot be assigned under applicable law and to the extent the following is allowed by the laws in the various countries where Moral Rights exist, Employee hereby waives such Moral Rights and consents to any such action of the Company that would violate such Moral Rights in the absence of such consent. Employee will confirm any such waivers and consents from time to time as requested by the Company.

4.5 ***Pre-Existing Inventions***. Employee has attached to this Agreement as Attachment B a complete list of all existing improvements, inventions, designs, formulas, works of authorship, trade secrets, technology, computer programs, compositions, ideas, processes, techniques, know how and data, whether or not patentable, with respect to which Employee has an ownership interest as of the date of this Agreement and that Employee desires to clarify are not subject to this Agreement, and Employee acknowledges and agrees that such list is complete. If disclosure of an item on Attachment B would cause Employee to violate any prior confidentiality agreement, Employee understands that Employee is not to list such in Attachment B but is to inform the Company that all items have not been listed for that reason. A space is provided on Attachment B for such purpose. *If no such list is attached to this Agreement, Employee represents that Employee has no such inventions and improvements at the time of signing this Agreement.* If, in the course of Employee's employment with the Company, Employee incorporates a prior Employee-owned invention into a Company product, process or machine, the Company is hereby granted and shall have a nonexclusive, royalty-free, irrevocable, perpetual, worldwide license (with rights to sublicense through multiple tiers of sublicensees) to make, have made, modify, use and sell such prior invention. Notwithstanding the foregoing, Employee agrees that Employee will not incorporate, or permit to be incorporated, prior inventions in any Inventions without the Company's prior written consent.

5. ***Non-Competition During Employment***. During Employee's employment with the Company, Employee will not engage in any employment, business, or activity that is in any way competitive with the business or proposed business of the Company, and Employee will not assist any other individual or entity in competing with the Company or in preparing to engage in competition with the business or proposed business of the Company. The provisions of this section will apply both during normal working hours and at all other times including, but not limited to, nights, weekends and vacation time, while Employee is employed by the Company.

6. ***Nonsolicitation and Noninterference***. The Employee acknowledges and agrees that the Company has a valid interest in maintaining a stable work force and staying in business. Accordingly:

6.1 ***Nonsolicitation of Company Employees and Other Service Providers***. During the Employee's employment with the Company and for 24 months after the end of the Employee's employment with the Company, the Employee shall not directly or indirectly without the prior written consent of the Company, either on the Employee's own behalf or on behalf of any third party, solicit, recruit or raid the Company's directors, officers, employees, agents or consultants in a manner intended to induce such persons to modify, reduce or discontinue their relationship with the Company. Notwithstanding the foregoing, nothing in this Section 6.1 shall prevent the Employee from employing any employee of the Company who contacts the Employee on his or her own initiative without any direct or indirect solicitation or encouragement from the Employee or the Employee's employees or authorized representatives. For purposes of this Section 6.1, a general solicitation of employment not specifically directed towards employees of the Company shall not constitute solicitation by the Employee.

6.2 ***Noninterference***. During Employee's employment with the Company and after the end of Employee's employment with the Company, the Employee shall not directly or indirectly using Proprietary Information, without the prior written consent of the Company, either on the Employee's own behalf or on behalf of any third party, interfere with, disrupt, damage, or impair the business of the Company, whether by way of interfering with, soliciting, recruiting or raiding the Company's vendors, suppliers, partners, customers, clients, or other third parties with which the Company does business, or in any manner attempting to persuade, encourage or induce any such persons or entities to modify, reduce or discontinue their relationship with the Company.

6.3 ***Severability and Modification***. It is the Employee's and Company's intent that each of the covenants under this Section 6 be read and interpreted with every reasonable inference given to its enforceability. However, it is also the Employee's and Company's intent that if any term, provision or condition of the covenants is held to be invalid, void or unenforceable, the remainder of the provisions thereof shall remain in full force and effect and shall in no way be affected, impaired or invalidated. It is also the Employee's and Company's intent that if it is determined any of the covenants are unenforceable because of overbreadth, then the covenants shall be modified so as to make it enforceable to the fullest extent permitted under applicable laws.

6.4 ***Tolling***. In the event of the breach by the Employee of any covenant set forth in Section 6.1 hereof, the running of the period of restriction shall be automatically tolled and suspended for the amount of time that the breach continues, and shall automatically recommence when the breach is remedied so that the Company shall receive the benefit of Employee's compliance with the covenants.

7. ***No Breach of Existing Agreements***. Employee represents that performance of all the terms of this Agreement will not breach any agreement to keep in confidence proprietary information acquired by Employee in confidence or in trust prior to employment with the Company. Employee has not entered into, and will not enter into, any agreement either written or oral in conflict herewith or in conflict with Employee's employment with the Company.

8. ***At Will Employment***. This Agreement is not a contract guaranteeing employment of a specified length, and each of Employee and the Company has the right to terminate Employee's employment with the Company at any time, for any reason, with or without cause.

9. ***Termination Certificate***. Upon termination of employment with the Company for any reason, Employee will execute and deliver to the Company a termination certificate substantially in the form attached to this Agreement as Attachment C.

10. ***Notification of New Employer***. In the event that Employee leaves the employ of the Company, Employee hereby consents to notification by the Company to Employee's new employer or consulting client of Employee's rights and obligations under this Agreement.

11. ***Limitation of Application***. This Agreement does not purport to set forth all of the terms and conditions of Employee's employment with the Company. As an employee of the Company, Employee has obligations to the Company which are not set forth in this Agreement.

12. ***Survival***. All of the provisions of this Agreement (other than Section 5) will continue in effect after termination of Employee's employment with the Company, regardless of the reason or reasons for termination, and whether such termination is voluntary or involuntary on Employee's part. Employee will notify any future client, employer or potential employer or client of Employee's obligations under this Agreement. The Company is entitled to communicate Employee's obligations under this Agreement to any future employer or potential employer.

13. ***Equitable Relief***. The Company has expended substantial efforts to maintain the confidentiality and proprietary nature of the information described in this Agreement and would be materially and irreparably injured by an unauthorized disclosure or use of any of that information. Any breach of this Agreement will result in irreparable and continuing damage to the Company for which there can be no adequate remedy at law, and in the event of any such breach, the Company will be entitled to obtain from any court of competent jurisdiction immediate injunctive relief and other equitable remedies (without any need to post any bond or other security) in addition to such other and further relief as may be proper. The Employee hereby submits to the jurisdiction and venue of said courts of competent jurisdiction.

14. ***Governing Law; Disputes***. Governing Law. This Agreement will be governed by and construed in accordance with the laws of the State of California, excluding those laws that direct the application of the laws of another jurisdiction. Except for injunctive relief, specific performance, or any other equitable remedy, including relief pursuant to Paragraph 13 above, any dispute in the meaning, effect or validity of this Agreement will be resolved in accordance with Section 5.5 of the Employment Agreement by and between the Company and the Employee, dated 6/6/23.

15. ***Severability***. If one or more provisions of this Agreement are held to be illegal or unenforceable under applicable law, such illegal or unenforceable portion(s) will be revised to make them legal and enforceable. The remainder of this Agreement will otherwise remain in full force and effect and enforceable in accordance with its terms.

16. ***Binding Nature***. This Agreement will be binding upon Employee, Employee's heirs, executors, assigns, and administrators and will inure to the benefit of the Company, its subsidiaries, successors and assigns.

17. ***Modification in Writing***. This Agreement can only be modified by a subsequent written agreement executed by the President of the Company.

I HAVE READ THIS AGREEMENT CAREFULLY AND UNDERSTAND AND ACCEPT THE OBLIGATIONS WHICH IT IMPOSES UPON ME WITHOUT RESERVATION. NO PROMISES OR REPRESENTATIONS HAVE BEEN MADE TO ME TO INDUCE ME TO SIGN THIS AGREEMENT. I SIGN THIS AGREEMENT VOLUNTARILY AND FREELY, IN DUPLICATE, WITH THE UNDERSTANDING THAT ONE ORIGINAL COUNTERPART WILL BE RETAINED BY THE COMPANY AND THE OTHER ORIGINAL COUNTERPART WILL BE RETAINED BY ME. IN WITNESS WHEREOF, I HAVE EXECUTED THIS EMPLOYEE CONFIDENTIAL INFORMATION AND INVENTIONS AGREEMENT AS OF 6/6/2023.

Employee

/s/ Gabriel Mecklenburg

Gabriel Mecklenburg

RECEIPT ACKNOWLEDGED:

Hinge Health, Inc.

By:

/s/ Daniel Perez

Daniel Perez
Chief Executive Officer

ATTACHMENT A – CALIFORNIA LABOR CODE SECTION 2870

Application of provision providing that employee will assign or offer to assign rights in invention to employer.

(a) Any provision in an employment agreement which provides that an employee will assign, or offer to assign, any of his or her rights in an invention to his or her employer will not apply to an invention that the employee developed entirely on his or her own time without using the employer's equipment, supplies, facilities, or trade secret information except for those inventions that either:

(1) Relate at the time of conception or reduction to practice of the invention to the employer's business, or actual or demonstrably anticipated research or development of the employer, or

(2) Result from any work performed by the employee for the employer.

(b) To the extent a provision in an employment agreement purports to require an employee to assign an invention otherwise excluded from being required to be assigned under subdivision (a), the provision is against the public policy of this state and is unenforceable.

ATTACHMENT B

To: Hinge Health, Inc.

1. The following is a complete list of all existing improvements, inventions, designs, formulas, works of authorship, trade secrets, technology, computer programs, compositions, ideas, processes, techniques, know-how and data, whether or not patentable, with respect to which I have an ownership interest as of the date of the Company's Employee Confidential Information and Inventions Agreement and that I desire to clarify are not subject to the Company's Employee Confidential Information and Inventions Agreement.

X No such improvements, inventions, designs, formulas, works of authorship, trade secrets, technology, computer programs, compositions, ideas, processes, techniques, know-how or data.

_____ See below:

_____ Additional sheets attached

_____ Due to confidentiality agreements with a prior employer, I cannot disclose certain improvements, inventions, designs, formulas, works of authorship, trade secrets, technology, computer programs, compositions, ideas, processes, techniques, know-how or data that would otherwise be included on the above list.

_____

2. I propose to bring to my employment with the Company the following materials and documents of a former employer, which employer has expressly consented to my continued possession and use:

_____ No materials or documents

_____ See below:

Employee

/s/ Gabriel Mecklenburg

Gabriel Mecklenburg

ATTACHMENT C

TERMINATION CERTIFICATE

I hereby certify that I do not have in my possession, nor have I failed to return, any "Company Materials," as defined in the Employee Confidential Information and Inventions Agreement of Hinge Health, Inc. (the "***Company***") signed by me.

I further certify that I have complied with all the terms of the Employee Confidential Information and Inventions Agreement, including the reporting of any "Inventions" (as defined therein).

I further agree that, in compliance with the Employee Confidential Information and Inventions Agreement, I will continue to preserve as confidential and not use all "Proprietary Information" (as defined therein).

Employee **Date**

Gabriel Mecklenburg

Exhibit 19.1

Hinge Health, Inc.
Insider Trading Compliance Policy

Federal laws and regulations prohibit trading in the securities of a company while in possession of material nonpublic information and in breach of a duty of trust or confidence. These laws and regulations also prohibit anyone who is aware of material nonpublic information from providing this information to others who may trade. Hinge Health, Inc. (together with its subsidiaries, the "Company") requires its personnel to comply at all times with federal laws and regulations governing insider trading. Violating such laws and regulations can undermine investor trust, harm the reputation and integrity of the Company, and result in dismissal from the Company or even serious criminal and civil charges against the individual and the Company. The Company reserves the right to take disciplinary or other measure(s) it determines in its sole discretion to be appropriate in any particular situation, including disclosure of wrongdoing to governmental authorities.

Persons Covered and Administration of Policy

This Insider Trading Compliance Policy (this "Policy") applies to all officers, directors and employees of the Company. For purposes of this Policy, "officers" refer to those individuals who meet the definition of "officer" under Section 16 of the Securities Exchange Act of 1934 (as amended, the "Exchange Act"). Individuals subject to this Policy are responsible for ensuring that members of their household comply with this Policy. This Policy also applies to any entities controlled by individuals subject to this Policy, including any corporations, limited liability companies, partnerships or trusts, and transactions by these entities should be treated for the purposes of this Policy as if they were for the individual's own account. The Company may determine that this Policy applies to additional persons with access to material nonpublic information, such as contractors or consultants. Officers, directors and employees, together with any other person designated as being subject to this Policy by the Compliance Officer, as appointed by the Company's Board of Directors, who shall initially be the General Counsel or his or her designee (the "Compliance Officer"), are referred to collectively as "Covered Persons."

Questions regarding this Policy should be directed to the Compliance Officer (or, in such person's absence, the Chief Financial Officer), who is responsible for the administration of this Policy.

Policy Statement

Unless otherwise permitted by this Policy, no Covered Person shall:

- purchase, sell, gift or otherwise transfer any security of the Company while in possession of material nonpublic information about the Company;

- purchase, sell, gift or otherwise transfer any security of any other company, including a customer, supplier, business partner, or an economically-linked company, such as a competitor or peer company, while in possession of material nonpublic information that obtained in connection with your employment by or service to the Company (to the extent there is a reasonable likelihood that such information would be considered important to an investor in making an investment decision in such other company);

- directly or indirectly communicate material nonpublic information to anyone outside the Company unless in accordance with Company policy regarding confidential information; or

- directly or indirectly communicate material nonpublic information to anyone within the Company except on a need-to-know basis.

For this purpose:

*"*Securities*"* includes stocks, bonds, notes, debentures, options, warrants, equity and other convertible securities, as well as derivative instruments.

*"*Purchase*"* and *"*sale*"* are defined broadly under the federal securities law. *"*Purchase*"* includes not only the actual purchase of a security, but also any contract to purchase or otherwise acquire a security. *"*Sale*"* includes not only the actual sale of a security, but also any contract to sell or otherwise dispose of a security. These definitions extend to a broad range of transactions, including conventional cash-for-stock transactions, conversions, the exercise of stock options or warrants, puts, calls, pledging and margin loans, or other derivative securities.

Information is considered "material" if there is a substantial likelihood that a reasonable investor would consider it important in making a decision to buy, sell, or hold a security, or if the information is likely to have a significant effect on the market price of the security. Material information can be positive or negative and can relate to virtually any aspect of a company's business or to any type of security. Also, information that something is likely to happen in the future—or even just that it may happen—could be deemed material.

Examples of material information may include (but are not limited to) information about:

- corporate earnings or earnings forecasts;
- possible mergers, acquisitions, tender offers, or dispositions;
- major new programs, products or product developments;
- important business developments, such as developments regarding strategic collaborations;
- management or control changes;
- significant financing developments, including pending public sales or offerings of debt or equity securities;
- defaults on borrowings;
- bankruptcies;
- cybersecurity or data security incidents; and
- significant litigation or regulatory actions.

Information is "nonpublic" if it is not available to the general public. In order for information to be considered "public," it must be widely disseminated in a manner that makes it generally available to investors in a Regulation FD-compliant method, such as through a press release, a filing with the U.S. Securities and Exchange Commission (the "SEC") or a Regulation FD-compliant conference call. The Compliance Officer shall have sole discretion to decide whether information is public for purposes of this Policy.

The circulation of rumors, even if accurate and reported in the media, does not constitute public dissemination. In addition, even after a public announcement, a reasonable period of time may need to lapse in order for the market to react to the information. Generally, the passage of two full trading days following release of the information to the public, is a reasonable waiting period before such information is deemed to be public.

The laws and regulations concerning insider trading are complex, and Covered Persons are encouraged to seek guidance from the Compliance Officer prior to considering a transaction in securities.

Quarterly Blackout Periods

Covered Persons must not purchase, sell, gift or otherwise transfer any security of the Company during any blackout period, except as otherwise permitted by this Policy.

The quarterly blackout period:

- begins on the 15th day of the last month of each fiscal quarter; and
- ends after completion of the first full trading day after the earnings release for that quarter.

A "trading day" is a day on which U.S. national stock exchanges are open for trading. If, for example, the Company were to release earnings on Monday *prior* to 9:30 a.m. Eastern Time, then the blackout period would terminate *after* the close of trading on Monday. If the Company were to release earnings on Monday after 9:30 a.m. Eastern Time, then the blackout period would terminate *after* the close of trading on Tuesday. Any question as to whether information is publicly available shall be directed to the Compliance Officer.

Additional Blackout Periods

From time to time, the Compliance Officer may determine that an additional blackout period is appropriate. Persons subject to an additional blackout period must not purchase, sell, gift or otherwise transfer any security of the Company, except as otherwise permitted by this Policy, and must not disclose that an additional blackout period is in effect.

Pre-Clearance of Transactions

The Compliance Officer will designate a list of persons (each, a "Pre-Clearance Person") who (with their controlled entities and household members) must pre-clear each transaction in any security of the Company.

A request for pre-clearance must be in writing, should be made at least two business days in advance of the proposed transaction, and should include the identity of the Pre-Clearance Person, a description of the proposed transaction, the proposed date of the transaction, and the number of shares or other securities involved. In addition, the Pre-Clearance Person must execute a certification that he or she is not aware of material nonpublic information about the Company. The Compliance Officer, or the Chief Financial Officer for transactions by the Compliance Officer, shall have sole discretion to decide whether to clear any contemplated transaction. Pre-clearance approval will remain valid for five business days for transactions without a proposed transaction date. Notwithstanding receipt of pre-clearance, if the Pre-Clearance Person becomes aware of material nonpublic information, or becomes subject to a blackout period before the transaction is effected, the transaction may not be completed.

Pre-clearance should not be understood to represent legal advice by the company that a proposed transaction complies with the law. None of the Company, the Compliance Officer, or the Company's other employees will have any liability for any delay in reviewing, or refusal of, a request for pre-clearance.

Exempt Transactions

This Policy, except for provisions set forth in the Prohibited Transactions section below, does not apply to:

- transactions directly with the Company;

- gift transactions for family or estate planning purposes, where securities are gifted to a person or entity subject to this Policy, except that gift transactions involving Company securities are subject to pre-clearance;

- transactions relating to equity incentive awards without any open-market sale of securities (e.g., cash exercises of stock options or the "net settlement" of restricted stock units but not broker-assisted cashless exercises or open-market sales to cover taxes upon the vesting of restricted stock units);

- "sell-to-cover" transactions pursuant to a non-discretionary policy adopted by the Company that is intended to facilitate the payment of withholding taxes associated with vesting of equity awards (other than stock options); or

- transactions under a pre-cleared Rule 10b5-1 plan.

Rule 10b5-1 Trading Plans

The restrictions in this Policy, except for provisions set forth in the Prohibited Transactions section below, do not apply to transactions under a trading plan (a "Trading Plan") that satisfies the conditions of Rule 10b5-1 and has been pre-approved by the Compliance Officer. Only Pre-Clearance Persons may enter into a Trading Plan and Pre-Clearance Persons are encouraged to use a Trading Plan to conduct transactions in the Company's securities.

The Compliance Officer may impose such other conditions on the implementation and operation of a Trading Plan as the Compliance Officer deems necessary or advisable.

An individual may only modify a Trading Plan outside of a blackout period and, in any event, when the individual does not possess material nonpublic information. Modifications to and early terminations of a Trading Plan are subject to pre-approval by the Compliance Officer.

The Company also reserves the right from time to time to suspend, discontinue, or otherwise prohibit transactions under a Trading Plan if the Compliance Officer or the Board of Directors, in its discretion, determines that such suspension, discontinuation, or other prohibition is in the best interests of the Company.

Compliance of a Trading Plan with the terms of Rule 10b5-1 and the execution of transactions pursuant to the Trading Plan are the sole responsibility of the person initiating the Trading Plan, and none of the Company, the Compliance Officer, or the Company's other employees assumes any liability for any delay in reviewing and/or refusing to approve a Trading Plan submitted for approval, nor the legality or consequences relating to a person entering into, informing the Company of, or trading under, a Trading Plan.

Prohibited Transactions

The Company has determined that there is a heightened legal risk and the appearance of improper or inappropriate conduct if persons subject to this Policy engage in certain types of transactions. Therefore, Covered Persons shall comply with the following policies with respect to certain transactions in the Company's securities.

Short Sales

Short sales of the Company's securities are prohibited by this Policy. Short sales are sales of shares that the insider does not own at the time of sale, or sales of shares against which the insider does not deliver the shares within 20 days after the sale. In addition, Section 16(c) of the Exchange Act prohibits Section 16 reporting persons (i.e., directors, officers, and the Company's 10% stockholders) from making short sales of the Company's equity securities.

Options

Transactions in puts, calls, or other derivative securities involving the Company's equity securities, on an exchange, on an over-the-counter market, or in any other organized market, are prohibited by this Policy.

Hedging Transactions

Hedging transactions involving the Company's securities, such as prepaid variable forward contracts, equity swaps, collars and exchange funds, or other transactions that hedge or offset, or are designed to hedge or offset, any decrease in the market value of the Company's equity securities, are prohibited by this Policy.

Margin Accounts and Pledging

Individuals are prohibited from pledging Company securities as collateral for a loan, purchasing Company securities on margin (i.e., borrowing money to purchase the securities), or placing Company securities in a margin account. This prohibition does not apply to cashless exercises of stock options under the Company's equity plans, nor to situations approved in advance by the Compliance Officer.

Partnership Distributions

Nothing in this Policy is intended to limit the ability of an investment fund, venture capital partnership or other similar entity with which a director is affiliated to distribute Company securities to its partners, members, or other similar persons. It is the responsibility of each affected director and the affiliated entity, in consultation with their own counsel (as appropriate), to determine the timing of any distributions, based on all relevant facts and circumstances, and applicable securities laws.

Post-Termination Transactions

If an individual is in possession of material nonpublic information when the individual's service terminates, the restrictions set forth in "Policy Statement" above continue to apply until that information has become public or is no longer material.

Policy Administration

The Compliance Officer has authority to interpret, amend and implement this Policy. This authority includes interpreting or waiving the terms of this Policy, to the extent consistent with its general purpose and applicable securities laws. The Chief Financial Officer will administer this Policy as it applies to any trading activity by the Compliance Officer. The Board will approve any waiver of the terms of this Policy for directors or officers.

Certification of Compliance

All Covered Persons may be asked periodically to certify their compliance with the terms and provisions of this Policy.

Exhibit 21.1

Significant Subsidiaries of Hinge Health, Inc.

Entity	Jurisdiction of Incorporation
Hinge Health MSO, Inc.	Delaware
Hinge Health Digital Clinic, Inc.	Delaware

Exhibit 23.1

CONSENT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

We consent to the incorporation by reference in Registration Statement No. 333-287497 on Form S-8 of our report dated March 3, 2026, relating to the financial statements of Hinge Health, Inc. appearing in this Annual Report on Form 10-K for the year ended December 31, 2025.

/s/ Deloitte & Touche LLP

San Francisco, California
March 3, 2026

Exhibit 31.1

CERTIFICATION PURSUANT TO
RULES 13a-14(a) AND 15d-14(a) UNDER THE SECURITIES EXCHANGE ACT OF 1934,
AS ADOPTED PURSUANT TO SECTION 302 OF THE SARBANES-OXLEY ACT OF 2002

I, Daniel Perez, certify that:

1. I have reviewed this Annual Report on Form 10-K of Hinge Health, Inc.;

2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;

3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;

4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) for the registrant and have:

   a. Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;

   b. [Reserved];

   c. Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and

   d. Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and

5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):

   (a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and

   (b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: March 3, 2026

By: /s/ Daniel Perez

Daniel Perez
Chief Executive Officer
(Principal Executive Officer)

Exhibit 31.2

CERTIFICATION PURSUANT TO
RULES 13a-14(a) AND 15d-14(a) UNDER THE SECURITIES EXCHANGE ACT OF 1934,
AS ADOPTED PURSUANT TO SECTION 302 OF THE SARBANES-OXLEY ACT OF 2002

I, James Budge, certify that:

1. I have reviewed this Annual Report on Form 10-K of Hinge Health, Inc.;

2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;

3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;

4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) for the registrant and have:

   a. Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;

   b. [Reserved];

   c. Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and

   d. Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and

5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):

   (a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and

   (b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: March 3, 2026

By: /s/ James Budge

James Budge
(Principal Financial Officer)

Exhibit 32.1

CERTIFICATION PURSUANT TO
18 U.S.C. SECTION 1350, AS ADOPTED PURSUANT TO
SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002

In connection with the Annual Report of Hinge Health, Inc. (the "Company") on Form 10-K for the period ending December 31, 2025, as filed with the Securities and Exchange Commission on the date hereof (the "Report"), I certify, pursuant to 18 U.S.C. § 1350, as adopted pursuant to § 906 of the Sarbanes-Oxley Act of 2002, as amended, that:

(1) The Report fully complies with the requirements of section 13(a) or 15(d) of the Securities Exchange Act of 1934; and

(2) The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

Date: March 3, 2026

By: /s/ Daniel Perez

Daniel Perez
Chief Executive Officer
(Principal Executive Officer)

Exhibit 32.2

CERTIFICATION PURSUANT TO
18 U.S.C. SECTION 1350, AS ADOPTED PURSUANT TO
SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002

In connection with the Annual Report of Hinge Health, Inc. (the "Company") on Form 10-K for the period ending December 31, 2025, as filed with the Securities and Exchange Commission on the date hereof (the "Report"), I certify, pursuant to 18 U.S.C. § 1350, as adopted pursuant to § 906 of the Sarbanes-Oxley Act of 2002, as amended, that:

(1) The Report fully complies with the requirements of section 13(a) or 15(d) of the Securities Exchange Act of 1934; and

(2) The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

Date: March 3, 2026

By: /s/ James Budge

James Budge
Chief Financial Officer
(Principal Financial Officer)

Exhibit 97.1

HINGE HEALTH, INC.

POLICY FOR RECOVERY OF ERRONEOUSLY AWARDED COMPENSATION

Hinge Health, Inc., a Delaware corporation (the "***Company***"), has adopted this Policy for Recovery of Erroneously Awarded Compensation (the "***Policy***"), effective as of the date of effectiveness of the registration statement on Form S-1 to be filed with the Securities and Exchange Commission under the Securities Act of 1933, as amended, in connection with the Company's initial public offering of its common stock (the "***Effective Date***"). Capitalized terms used in this Policy but not otherwise defined in the text of this Policy are defined in Section 11.

1. Persons Subject to Policy

This Policy shall apply to current and former Officers of the Company. Each Officer shall be required to sign an acknowledgement pursuant to which such Officer will agree to be bound by the terms of, and comply with, this Policy; however, any Officer's failure to sign any such acknowledgement shall not negate the application of this Policy to the Officer.

2. Compensation Subject to Policy

This Policy shall apply to Incentive-Based Compensation received on or after the Effective Date. For purposes of this Policy, the date on which Incentive-Based Compensation is "received" shall be determined under the Applicable Rules, which generally provide that Incentive-Based Compensation is "received" in the Company's fiscal period during which the relevant Financial Reporting Measure is attained or satisfied, without regard to whether the grant, vesting or payment of the Incentive-Based Compensation occurs prior to or after the end of that period.

3. Recovery of Compensation

In the event that the Company is required to prepare a Restatement, the Company shall recover, reasonably promptly, the portion of any Incentive-Based Compensation that is Erroneously Awarded Compensation, unless the Committee has determined that recovery from the relevant Officer would be Impracticable. Recovery shall be required in accordance with the preceding sentence regardless of whether the applicable Officer engaged in misconduct or otherwise caused or contributed to the requirement for the Restatement and regardless of whether or when restated financial statements are filed by the Company. For clarity, the recovery of Erroneously Awarded Compensation under this Policy will not give rise to any Officer's right to voluntarily terminate employment for "good reason," or due to a "constructive termination" (or any similar term of like effect) under any plan, program or policy of or agreement with the Company or any of its affiliates.

4. Manner of Recovery; Limitation on Duplicative Recovery

The Committee shall, in its sole discretion, determine the manner of recovery of any Erroneously Awarded Compensation, which may include, without limitation, reduction or cancellation by the Company or an affiliate of the Company of Incentive-Based Compensation or Erroneously Awarded Compensation, reimbursement or repayment by any person subject to this Policy of the Erroneously Awarded Compensation, and, to the extent permitted by law, an offset of the Erroneously Awarded Compensation against other compensation payable by the Company or an affiliate of the Company to such person. Notwithstanding the foregoing, unless otherwise prohibited by the Applicable Rules, to the extent this Policy provides for recovery of Erroneously Awarded Compensation already recovered by the Company pursuant to Section 304 of the Sarbanes-Oxley Act of 2002 or Other Recovery

Arrangements, the amount of Erroneously Awarded Compensation already recovered by the Company from the recipient of such Erroneously Awarded Compensation may be credited to the amount of Erroneously Awarded Compensation required to be recovered pursuant to this Policy from such person.

5. Administration

This Policy shall be administered, interpreted and construed by the Committee, which is authorized to make all determinations necessary, appropriate or advisable for such purpose. The Board of Directors of the Company (the "***Board***") may re-vest in itself the authority to administer, interpret and construe this Policy in accordance with applicable law, and in such event references herein to the "Committee" shall be deemed to be references to the Board. Subject to any permitted review by the applicable national securities exchange or association pursuant to the Applicable Rules, all determinations and decisions made by the Committee pursuant to the provisions of this Policy shall be final, conclusive and binding on all persons, including the Company and its affiliates, equityholders and employees. The Committee may delegate administrative duties with respect to this Policy to one or more directors or employees of the Company, as permitted under applicable law, including any Applicable Rules.

6. Interpretation

This Policy will be interpreted and applied in a manner that is consistent with the requirements of the Applicable Rules, and to the extent this Policy is inconsistent with such Applicable Rules, it shall be deemed amended to the extent necessary to ensure it is consistent therewith.

7. No Indemnification; No Personal Liability

Notwithstanding the terms of any insurance policy or any contractual arrangement with any Officer that may provide or be interpreted to the contrary, the Company shall not indemnify or insure any person against the loss of any Erroneously Awarded Compensation pursuant to this Policy, nor shall the Company directly or indirectly pay or reimburse any person for any premiums for third-party insurance policies that such person may elect to purchase to fund such person's potential obligations under this Policy. No member of the Committee or the Board shall have any personal liability to any person as a result of actions taken under this Policy and each member of the Committee and the Board will be fully indemnified by the Company to the fullest extent available under applicable law and the Company's governing documents with respect to any actions taken under this Policy. The foregoing sentence will not limit any other rights to indemnification of the members of the Board under applicable law and the Company's governing documents.

8. Application; Enforceability

Except as otherwise determined by the Committee or the Board, the adoption of this Policy does not limit, and is intended to apply in addition to, any other clawback, recoupment, forfeiture or similar policies or provisions of the Company or its affiliates, including any such policies or provisions of such effect contained in any employment agreement, bonus plan, incentive plan, equity-based plan or award agreement thereunder or similar plan, program or agreement of the Company or an affiliate or required under applicable law (the "***Other Recovery Arrangements***"). The remedy specified in this Policy shall not be exclusive and shall be in addition to every other right or remedy at law or in equity that may be available to the Company or an affiliate of the Company.

9. Severability

The provisions in this Policy are intended to be applied to the fullest extent of the law; provided, however, to the extent that any provision of this Policy is found to be unenforceable or invalid under any applicable law, such

provision will be applied to the maximum extent permitted, and shall automatically be deemed amended in a manner consistent with its objectives to the extent necessary to conform to any limitations required under applicable law.

10. Amendment and Termination

The Board or the Committee may amend, modify or terminate this Policy in whole or in part at any time and from time to time in its sole discretion. This Policy will terminate automatically when the Company does not have a class of securities listed on a national securities exchange or association [and will be limited to the extent that any provision of the Applicable Rules is no longer in effect or applicable to the Company].

11. Definitions

"***Applicable Rules***" means Section 10D of the Exchange Act, Rule 10D-1 promulgated thereunder, the listing rules of the national securities exchange or association on which the Company's securities are listed, and any applicable rules, standards or other guidance adopted by the Securities and Exchange Commission or any national securities exchange or association on which the Company's securities are listed, in each case, as amended from time to time.

"***Committee***" means the committee of the Board responsible for executive compensation decisions comprised solely of independent directors (as determined under the Applicable Rules), or in the absence of such a committee, a majority of the independent directors serving on the Board.

"***Erroneously Awarded Compensation***" means the amount of Incentive-Based Compensation received by a current or former Officer that exceeds the amount of Incentive-Based Compensation that would have been received by such current or former Officer based on a restated Financial Reporting Measure, as determined on a pre-tax basis in accordance with the Applicable Rules. For Incentive-Based Compensation based on total stockholder return or stock price, where the amount of Erroneously Awarded Compensation is not subject to mathematical recalculation directly from the information in the Restatement, Erroneously Awarded Compensation is the Committee's reasonable estimate of the effect of the Restatement on the total stockholder return or stock price upon which the Incentive-Based Compensation was received, consistent with any documentation of the determination of such reasonable estimate provided by the Company to the applicable listing exchange or association.

"***Exchange Act***" means the Securities Exchange Act of 1934, as amended.

"***Financial Reporting Measure***" means any measure determined and presented in accordance with the accounting principles used in preparing the Company's financial statements, and any measures derived wholly or in part from such measures, including GAAP, IFRS and non-GAAP/IFRS financial measures, as well as stock or share price and total equityholder return.

"***GAAP***" means United States generally accepted accounting principles.

"***IFRS***" means international financial reporting standards as adopted by the International Accounting Standards Board.

"***Impracticable***" means that (a) the direct costs paid to third parties to assist in enforcing recovery would exceed the Erroneously Awarded Compensation; provided that the Company has (i) made reasonable attempts to recover the Erroneously Awarded Compensation, (ii) documented such attempt(s), and (iii) provided such documentation to the relevant listing exchange or association, (b) to the extent permitted by the Applicable Rules, the recovery would violate the Company's home country laws pursuant to an opinion of home country counsel; provided that the Company has (i) obtained an opinion of home country counsel, acceptable to the relevant listing

exchange or association, that recovery would result in such violation, and (ii) provided such opinion to the relevant listing exchange or association, or (c) recovery would likely cause an otherwise tax-qualified retirement plan, under which benefits are broadly available to employees of the Company, to fail to meet the requirements of 26 U.S.C. § 401(a)(13) or 26 U.S.C. § 411(a) and the regulations thereunder.

"***Incentive-Based Compensation***" means, with respect to a Restatement, any compensation that is granted, earned, or vested based wholly or in part upon the attainment of one or more Financial Reporting Measures and received by a person: (a) after beginning service as an Officer; (b) who served as an Officer at any time during the performance period for that compensation; (c) while the Company has a class of its securities listed on a national securities exchange or association; and (d) during the applicable Three-Year Period.

"***Officer***" means each person who serves as an executive officer of the Company, as defined in Rule 10D-1(d) under the Exchange Act.

"***Restatement***" means an accounting restatement to correct the Company's material noncompliance with any financial reporting requirement under securities laws, including restatements that correct an error in previously issued financial statements (a) that is material to the previously issued financial statements or (b) that would result in a material misstatement if the error were corrected in the current period or left uncorrected in the current period.

"***Three-Year Period***" means, with respect to a Restatement, the three completed fiscal years immediately preceding the date that the Board, a committee of the Board, or the officer or officers of the Company authorized to take such action if Board action is not required, concludes, or reasonably should have concluded, that the Company is required to prepare such Restatement, or, if earlier, the date on which a court, regulator or other legally authorized body directs the Company to prepare such Restatement. The "Three-Year Period" also includes any transition period (that results from a change in the Company's fiscal year) within or immediately following the three completed fiscal years identified in the preceding sentence. However, a transition period between the last day of the Company's previous fiscal year end and the first day of its new fiscal year that comprises a period of nine to 12 months shall be deemed a completed fiscal year.

FORM OF ACKNOWLEDGMENT AGREEMENT

PERTAINING TO THE HINGE HEALTH, INC. POLICY FOR RECOVERY OF ERRONEOUSLY AWARDED COMPENSATION

In consideration of, and as a condition to, the receipt of future cash and equity incentive compensation from Hinge Health, Inc. (the "***Company***"), _____ ("***Executive***") and the Company are entering into this Acknowledgment Agreement.

1. Executive agrees that compensation received by Executive may be subject to reduction, cancellation, forfeiture and/or recoupment to the extent necessary to comply with (a) the Policy for Recovery of Erroneously Awarded Compensation adopted by the Board of Directors of the Company (as amended from time to time, the "***Policy***") , and (b) any Other Recovery Arrangements (as defined in the Policy). Executive acknowledges that Executive has received and has had an opportunity to review the Policy and any Other Recovery Arrangements applicable to Executive.

2. Executive acknowledges and agrees to the terms of the Policy and any Other Recovery Arrangements, including that any compensation received by Executive shall be subject to and conditioned upon the provisions of the Policy and any Other Recovery Arrangements applicable to Executive.

3. Executive further acknowledges and agrees that Executive is not entitled to indemnification in connection with any enforcement of the Policy or any Other Recovery Arrangements applicable to Executive and expressly waives any rights to such indemnification under the Company's organizational documents or otherwise.

4. Executive agrees to take all actions requested by the Company in order to enable or facilitate the enforcement of the Policy and any Other Recovery Arrangements applicable to Executive (including, without limitation, any reduction, cancellation, forfeiture or recoupment of any compensation that Executive has received or to which Executive may become entitled).

5. To the extent any recovery right under the Policy and any Other Recovery Arrangements applicable to Executive conflicts with any other contractual rights Executive may have with the Company or any affiliate, Executive understands that the terms of the Policy

6. and the Other Recovery Arrangements shall supersede any such contractual rights. Executive agrees that no recovery of compensation under the Policy and the Other Recovery Arrangements will be an event that triggers or contributes to any right of Executive to resign for "good reason" or "constructive termination" (or similar term) under any agreement with the Company or any affiliate.

EXECUTIVE

_____

(Signature)

_____

(Print Name)

(Title)

(Date)

HINGE HEALTH, INC.

(Signature)

(Print Name)

(Title)

(Date)