

PURCHASE TERMS AND CONDITIONS FOR SUPPLIERS

These Purchase Terms and Conditions for Suppliers (these “**T&Cs**”) apply to the purchase by iRhythm, and the provision by Supplier, of Goods and Services. These T&Cs constitute, together with the Purchase Order, the sole and entire agreement of the Parties with respect to iRhythm’s purchase and Supplier’s provision of Goods and Services and supersede all other prior and contemporaneous understandings, agreements, negotiations, and communications, both written and oral, with respect to such purchase. These T&Cs and the terms of the Purchase Order prevail over any terms or conditions contained in any other documentation, and expressly exclude any of Supplier’s terms and conditions of sale or any other document issued by Supplier in connection with iRhythm’s purchase of Goods and Services (including Supplier’s responses to iRhythm’s requests for quotes, information, and proposals, and Supplier’s quotes, order acknowledgements, and invoices). These T&Cs are deemed to have been irrevocably accepted by Supplier upon the earliest of Supplier’s (a) execution of the Purchase Order, (b) acceptance of the purchase order for Goods or Services, (c) shipment or delivery of any Goods or performance of any Services, or (d) acceptance of any payment made by iRhythm for any Goods or Services.

1. Definitions. Unless defined in a different Section of these T&Cs, the following capitalized terms will have the respective meanings ascribed to them below:

“**Applicable Laws**” means all applicable laws, directives, regulations, rules, declaration, order, ordinance, or other binding requirement of or by any government authority applicable to a Party, and codes of practice of any relevant jurisdiction, as amended and in force from time to time.

“**Delivery Location**” means the “Ship To” address specified in the Purchase Order.

“**Goods**” means the materials, goods, (including any finished goods or raw materials or hardware), software, components, parts, products, and/or equipment identified on the face of the Purchase Order.

“**iRhythm**” means iRhythm Technologies, Inc.

“**Non-Conforming Goods**” means any Goods that: (a) do not conform to the description of the Goods set forth in the Purchase Order or to their Requirements; (b) are shipped contrary to iRhythm’s instructions; (c) are delivered on a date other than the date specified for delivery or, if no date is specified, then after passage of a reasonable time; (d) are in excess of the quantities set forth in the Purchase Order; (e) contain or appear to contain a defect or inadequate warnings or instructions; (f) violate any Applicable Laws; (g) infringe upon any patent, trade name, trademark, copyright or other intellectual property right; or (h) do not conform to the representations and warranties set forth below.

“**Non-Conforming Services**” means any Services that: (a) do not conform to the description of the Services set forth in the Purchase Order or to their Requirements; (b) are provided on a date other than the date specified for performance or, if no date is specified, then after passage of a reasonable time; (c) violate any Applicable Laws; (d) infringe upon any patent, trade name, trademark, copyright or other intellectual property right; or (e) do not conform to the representations and warranties set forth below.

“**Party**” or “**Parties**” means individually or together iRhythm or Supplier, as the context implies.

“**Requirements**” means, collectively, all representations and warranties set forth below and any requirements, general conditions, special conditions, specifications, plans, drawings, addenda, and data that (a) are furnished by iRhythm to Supplier with the Purchase Order, (b) reference the Purchase Order, (c) are related to the Goods and/or Services, or (d) are referred to on the face of the Purchase Order.

“**Purchase Order**” means iRhythm’s purchase order executed between the Parties to which these T&Cs are attached or referenced (including a reference to a link to a website).

“**Services**” means all services to be performed by Supplier for iRhythm in connection with the Purchase Order, including the services identified on the face of the Purchase Order, the services described in a statement of work, project assignment, or similar document, services provided by Supplier in connection with fulfilling its obligations under the Purchase Order, including the installation, configuration, training and other services related to the Goods.

“**Supplier**” means the entity designated as Supplier in the Purchase Order.

2. Financial Provisions.

2.1 Prices. Prices for the Goods and the Services shall not exceed the fees and expenses set forth in the Purchase Order. If prices for the Goods and the Services set forth in the Purchase Order are reduced (whether by price reduction, closeout, rebate, allowance, or other offer extended to any other third party) at any time prior to shipment of the Goods or performance of the Services, or within sixty (60) days thereafter, iRhythm shall be entitled to such reduced price, and Supplier shall promptly either (a) correct any applicable invoice, if such invoice has not been paid by iRhythm, or (b) reimburse to iRhythm the amount equal to such price reduction, within ten (10) days after payment of such invoice by iRhythm. If prices for the Goods and the Services are not stated on the Purchase Order, then Goods or Services shall be provided at the lowest of (i) the price last quoted by Supplier, (ii) the price last paid by iRhythm to Supplier, or (iii) the prevailing market price, unless otherwise agreed in writing by iRhythm. Unless otherwise specified in the Purchase Order, Prices for the Goods and the Services set forth in the Purchase Order include all storage, packaging, transportation costs to the Delivery Location, insurance, sales taxes, excise taxes, customs duties, and other governmental charges, and other materials and services normally included with such Goods and Services. Without prejudice to any other right or remedy it may have, iRhythm reserves the right to set off at any time any amount owing to it by Supplier against any amount payable by iRhythm to Supplier arising out of this or any other of iRhythm’s transactions with Supplier.

2.2 Invoices and Shipping Documents. On the date any Goods are shipped, Supplier shall send to iRhythm an invoice, an original bill of lading, a packing list, and such other shipping documents as iRhythm may reasonably request. All invoices shall be dated the same date as

the shipping date, unless summary invoice procedures are pre-approved by iRhythm in writing, in which event summary invoices shall be delivered periodically and shall show the date(s) on which the applicable Goods were shipped. If no packing list accompanies a shipment of Goods, iRhythm's count of the delivered Goods shall be conclusive and binding upon Supplier.

2.3 Payment Terms. Unless otherwise specified in the Purchase Order, payment for the applicable Goods and Services shall be due on sixty (60) days after the later of (a) the date that iRhythm's Accounts Payable Department receives an invoice that complies with the requirements of these T&Cs or (b) the date of receipt of the Goods or provision of the Services, except that iRhythm may withhold payment of any amount that it may reasonably dispute in good faith until such dispute is resolved. Due dates and cash discounts are computed from the date an accurate invoice is received in iRhythm's Accounts Payable Department. iRhythm may return improper invoices for correction without loss of discount. In case of disputes or issues concerning the quality of the Goods or Services, or where rejections occur, iRhythm may defer payment without penalty or loss of discount. All invoices covering Goods subject to local sales and use tax must show transportation charges as a separate item to avoid paying tax on transportation. No charges shall be allowed for crating or drayage unless otherwise stated on the face hereof. iRhythm reserves the right not to pay any invoice issued more than one hundred eighty (180) calendar days from the date of receipt of the Goods or performance of the Services. Payment of an invoice shall not constitute acceptance of the corresponding Goods or Services and shall be subject to adjustment for errors, shortages, or defects in the Goods or Services, damage to iRhythm for which Supplier is partially or wholly responsible, or other failure of Supplier to meet the requirements of the applicable Purchase Order. As a condition to payment by iRhythm, all invoices must carry a certification that with respect to the production of the Goods ordered under the Purchase Order, Supplier has fully complied with Section 12(a) of the Fair Labor Standards Act of 1938, as amended, and all other Applicable Laws.

2.4 Taxes.

(a) "**Transaction Tax(es)**" mean taxes, duties, levies, imposts, deductions, withholdings or charges of any fiscal nature, imposed by any jurisdiction, country or any subdivision or authority thereof, in the nature to sales and use taxes, value-added tax (VAT), custom duties, goods and services taxes (GST), excise taxes and any similar charges or exactions that are directly imposed on the importation purchase, lease or other transfer of taxable products or services for a consideration. "**Excluded Taxes**" include all taxes or similar levies imposed by any jurisdiction, country or any subdivision or authority thereof, that are not Transaction Taxes.

(b) In the event that Supplier is required by Applicable Laws to collect a Transaction Tax from iRhythm, then Supplier shall separately state such Transaction Tax on Supplier's invoices and shall remit the Transaction Tax to the appropriate authorities. Resale or exemption certificates may be provided by iRhythm where appropriate and applicable and if so provided, Supplier will not invoice iRhythm the applicable Transaction Tax.

(c) If iRhythm is required by Applicable Laws to withhold any Excluded Tax, including an income tax, from any payment due Supplier, then the payment due to Supplier from iRhythm shall be reduced by the amount of such withholding and iRhythm will, at Supplier's written request, provide a tax withholding certificate or similar documentation evidencing iRhythm's payment of any such withholding to the applicable authority. Upon receipt of the tax withholding certificate or similar document, the portion of the invoice represented by the amount withheld by iRhythm as reflected on the tax withholding certificate or other documentation will be deemed fully paid by iRhythm. If Supplier is a U.S. person or entity, Supplier acknowledges and agrees that federal withholding tax will apply to the total cost of any Services performed in the United States unless Supplier provides Form W-9 indicating that Supplier is exempt from federal backup withholding. If Supplier is a non-U.S. person or entity, Supplier agrees to provide a valid, original Form W-8 to iRhythm to support any claim by Supplier for reduced withholding.

(d) The Parties will work together in good faith in accordance with Applicable Laws, to minimize any tax arising pursuant to the transactions contemplated by the Purchase Order. As such, each Party will provide to the other Party, any tax residency certificate, tax treaty certification or any other exemption information reasonably requested by the other Party.

3. Shipment and Delivery; Risk of Loss and Title.

3.1 Supplier may ship only the Goods and provide the Services set forth in an executed Purchase Order.

3.2 Delivery of the Goods and performance of the Services shall be made in accordance with the terms on the face of the Purchase Order. Each shipping crate, package or other shipping container for the Goods shall be plainly addressed to the Delivery Location and shall be marked with the Purchase Order number and shall have at least one (1) copy of the packing list/slip in a securely attached weather-proof envelope. Delivery of each shipment of Goods shall be made when and how directed in the Purchase Order or as otherwise instructed by iRhythm in writing. All Goods shall be delivered to the Delivery Location during iRhythm's normal business hours or as otherwise instructed by iRhythm. If not stated on the front of the Purchase Order shipping shall be F.O.B. origin (Incoterms 2010 - Supplier's Warehouse; Freight Collect). Risk of loss to the Goods shall pass from Supplier to iRhythm at Supplier's warehouse upon delivery to Supplier of a signed bill of lading (or other evidence of receipt of the Goods) by iRhythm's carrier or other authorized representative of iRhythm. Unless otherwise specified in the Purchase Order, Supplier shall arrange for all carriage, freight charges, and insurance coverage, and iRhythm shall have no right or responsibility regarding the same.

3.3 With respect to the delivery of the Goods and performance of the Services by the delivery date specified in the Purchase Order, time shall be of the essence. If the Goods or Services or any part or portion of the Goods or Services thereof are not delivered on the date(s) specified in the Purchase Order, iRhythm may, at its sole option and without liability for damages, by written, electronic, or telephonic notice to Supplier, cancel all or any part of the Purchase Order.

3.4 All Goods shall be packaged, marked and otherwise prepared for shipment by Supplier (a) in suitable containers, (b) in accordance with sound commercial practices, (c) in a manner sufficient to prevent damage and (d) in compliance with all Applicable Laws. Supplier shall conspicuously mark on containers all necessary handling, loading, unloading, and shipping instructions.

3.5 If Supplier delivers more or less than the quantity of the Goods ordered, iRhythm may reject all or any excess Goods. Any such rejected Goods shall be returned to Supplier at Supplier's risk and expense. If iRhythm does not reject the Goods and instead accepts the delivery of the Goods at the increased or reduced quantity, the price for the Goods shall be adjusted on a pro-rata basis.

4. Inspection, Acceptance, and Rejection; Returns.

4.1 Inspection, Acceptance, and Rejection. A Certificate of Conformance (certifying that Goods are in conformance with these T&Cs and other applicable requirements) and a raw material certificate are required with every shipment of Goods. iRhythm may inspect and test the Goods and the results of the Services on or after the delivery date. If such testing is conducted on Supplier's premises, Supplier shall provide, without charge, reasonable facilities and assistance to support such testing. No satisfactory test results shall relieve Supplier of any non-conformity, breach of warranty, or other failed performance under the Purchase Order or these T&Cs. iRhythm shall be under no duty to inspect the Goods before their use in manufacture and/or resale, and the processing, manufacture, or resale shall not constitute an acceptance of the Goods or a waiver of any claim. Payment of any invoice does not limit iRhythm's right to reject or revoke acceptance of any Non-Conforming Goods and/or Non-Conforming Services. iRhythm may, at any time, at Supplier's risk and expense, reject any portion of Non-Conforming Goods and/or Non-Conforming Services. If iRhythm rejects any portion of Non-Conforming Goods and/or Non-Conforming Services, iRhythm has the right, without limitation of other rights or remedies (including iRhythm's right to make a claim for damages, including manufacturing costs, loss of profits, or other special damages suffered by iRhythm in connection with Non-Conforming Goods and/or Non-Conforming Services, including latent or patent defects, breach of Supplier's warranty, or breach of Supplier's performance obligations under the Purchase Agreement), effective upon delivering written notice to Supplier, to: (a) rescind the Purchase Order in its entirety and, at iRhythm's election, receive a full refund of the amounts paid by iRhythm for the Non-Conforming Goods and/or Non-Conforming Services or offset any such amounts against any other amounts owed to Supplier; (b) accept the Non-Conforming Goods and/or Non-Conforming Services at a reasonably reduced price; or (c) reject the Non-Conforming Goods and/or Non-Conforming Services and require repair or replacement of or a refund for the rejected Non-Conforming Goods and/or reperformance of the Non-Conforming Services. If iRhythm requires replacement of any Non-Conforming Goods, Supplier shall, at its expense, within ten (10) business days replace the Non-Conforming Goods and pay for all related fees and expenses, including unpacking, examining, repacking, storing, handling, and transportation charges for the return of the Non-Conforming Goods and the delivery of replacement Goods. Any inspection or other action by iRhythm under these T&Cs shall not reduce or otherwise affect Supplier's obligations under the Purchase Order, and iRhythm shall have the right to conduct further inspections after Supplier has carried out its remedial actions. Supplier shall bear all costs of inspection and all risk of loss of rejected Goods, as well as any and all direct, indirect, consequential, incidental, and other damages related thereto that are suffered by iRhythm. In the event that any Non-Conforming Goods are non-conforming to the Requirements, Supplier shall (i) arrange for sorting, reworking, and/or inspecting future Goods, as required by iRhythm to prevent production delays at iRhythm's facility, and (ii) if any such future Goods must be sorted, reworked, or inspected by iRhythm, reimburse iRhythm for performing such activities at a rate of \$65 per man-hour. These T&Cs shall apply to any repaired or replacement Goods provided by Supplier hereunder and to any reperfomed Services.

4.2 Partial Acceptance. Acceptance of any portion of Non-Conforming Goods and/or Non-Conforming Services shall not obligate iRhythm to accept future Non-Conforming Goods and/or Non-Conforming Services or affect iRhythm's right to reject any Goods and/or Services that have been accepted and that are later discovered to be Non-Conforming Goods and/or Non-Conforming Services.

4.3 Returns. iRhythm may reject or revoke acceptance of any Goods returned by iRhythm's customers for any commercially reasonable cause, including that such Goods are Non-Conforming Goods.

5. Compliance with Requirements; Changes.

5.1 Compliance with Requirements. All Goods and Services shall conform with and be manufactured and supplied in accordance with the Requirements and with the Purchase Order. No deviation from the Requirements or the Purchase Order shall be permitted except with the prior written approval of iRhythm. If the Purchase Order is for the Goods previously provided by Supplier to iRhythm, the Goods supplied under the Purchase Order shall be identical to those previously specified and supplied by Supplier, unless otherwise agreed in writing by iRhythm.

5.2 Changes.

(a) **Changes by iRhythm.** At any time, iRhythm may notify Supplier, in writing, of changes in the Goods and/or Services, including, Requirements, packaging, quantity, time of delivery, or the manner in which Goods are to be manufactured and/or Services are to be provided. If any such change causes an increase or decrease in the cost of, or the time required for, Supplier's performance of any part of the Goods and/or Services, a mutually agreed equitable adjustment shall be made in the price and/or delivery schedule and the Purchase Order shall be modified in writing accordingly.

(b) **Changes by Supplier.** Supplier shall notify iRhythm in writing of any change to the manufacturing process, parts, or materials used in the manufacture of the Goods before any such change goes into effect, and, if any such change is approved by iRhythm in writing, in its sole discretion, Supplier shall not implement any such change until: (i) Supplier verifies in writing in such form requested by iRhythm that such change shall not affect the Requirements for such Goods; and (ii) the Purchase Order is modified in writing accordingly.

6. Cancellation.

6.1 iRhythm shall have the right to cancel the Purchase Order in whole or in part, and without charges, expense, or liability, if Supplier breaches or fails to observe strictly or comply with the Requirements or any of the terms and conditions of the Purchase Order, including the obligations to ship and deliver the Goods and provide the Services as and when directed by iRhythm.

6.2 iRhythm may cancel the Purchase Order or any unfilled portion of the Purchase Order at any time without cause and without liability by providing Supplier at least sixty (60) days' written (including e-mail) notice of cancellation. If iRhythm elects to cancel the Purchase Order by providing such notice, Supplier shall immediately discontinue the work and the placing of orders for raw materials, facilities, and supplies and

shall use commercially reasonable efforts to procure cancellation of all such existing orders or contracts upon terms satisfactory to iRhythm. Supplier shall thereafter do only such work as may be requested by iRhythm to preserve and protect work already in progress.

6.3 In the event of any actual labor dispute, shortage in materials or supplies, act of God, or other event outside of Supplier's reasonable control is delaying or threatens to delay Supplier's timely performance of its obligations under the Purchase Order and/or these T&Cs, Supplier shall immediately give written notice thereof, including all relevant information with respect thereto, to iRhythm. If iRhythm determines in good faith that any such threatened delay of Supplier's timely performance of its obligations under the Purchase Order and/or these T&Cs may jeopardize iRhythm's business operations, iRhythm may cancel the Purchase Order by providing to Supplier written notice of termination, in which case iRhythm will have no further obligation or liability to Supplier with respect to the Purchase Order.

6.4 In the event of cancellation of the Purchase Order by iRhythm, payment to Supplier under the Purchase Order shall be limited to payment as follows: (a) for all Goods shipped and Services performed prior to cancellation of the Purchase Order, the portion of the purchase price applicable thereto, less previous payments made for such Goods and Services; and (b) in the case of a cancellation of the Purchase Order without cause, for all unshipped Goods and unperformed Services, the actual cost of manufacturing the cancelled Goods (not to exceed the purchase price of the cancelled Goods) and the proportionate purchase value of the work actually completed prior to the effective date of cancellation, less any previous payments made for such Goods and Services. Such payments shall not include any payment for any burden, overhead, or profits for the portion of the Purchase Order not completed. Following such payment, Supplier shall transfer title to all unshipped Goods and make disposition thereof for the account of iRhythm, as iRhythm may direct.

7. Representations and Warranties; Warranty.

7.1 Supplier represents, warrants, and covenants as follows:

(a) to iRhythm and its customers and the users of the Goods that: (i) the Goods shall be manufactured in accordance with good manufacturing practices, merchantable, and fit and safe for their intended use and purpose, as specified by iRhythm; (ii) the Goods do not and will not infringe, violate, or misappropriate any intellectual property or other rights, including any third party's U.S. or foreign patent, trademark, trade name, service mark, copyright, or trade secret; (iii) the Goods shall be manufactured, processed, packaged, labeled, marked, tagged, tested, certified, weighed, inspected, shipped and sold to iRhythm in strict compliance with the Requirements, any samples, and all Applicable Laws, including all implied warranties; (iv) the Goods shall not be adulterated or misbranded within the meaning of any state food or drug laws or the Federal Food, Drug and Cosmetic Act, (v) all Goods and Services shall be free from any defects in workmanship, material, or design, whether patent or latent (vi) the Goods shall be new; and (vii) the Goods shall have good title;

(b) on the date of delivery and thereafter, iRhythm shall have good title to the Goods, free and clear of any and all liens, security interests, and encumbrances;

(c) any software or hardware provided by Supplier to iRhythm under the Purchase Order does not contain any undocumented feature, unauthorized code or other device, including viruses, malware, malicious code, worms, time bombs, time locks, drop-dead devices, access codes, security keys, back doors, or trap door devices, that is designed to disrupt, disable, erase, harm, impede or impair operation of the software or hardware or otherwise cause harm to any software, hardware or data;

(d) all Services will be performed (i) in a timely, professional, and workmanlike manner, (ii) consistent with all applicable industry standards, (iii) by personnel qualified perform all Services by training, experience, and education, and (iv) using facilities and equipment necessary and appropriate to perform the Services; and

(e) Supplier has reviewed iRhythm's Supplier Code of Conduct, a copy of which is available on iRhythm's website and agrees to be bound by and comply with such Code of Conduct, including the iRhythm policies referenced in iRhythm's Supplier Code of Conduct.

7.2 The representations, warranties, and covenants contained in these T&Cs (a) shall survive any delivery, inspection, acceptance, or payment of or for the Goods and Services by iRhythm, and (b) are cumulative and in addition to any other warranty provided by law or equity, including warranties arising or implied under Applicable Laws. Any applicable statute of limitations runs from the date of iRhythm's discovery of the noncompliance of the Goods and/or Services with the foregoing warranties.

8. Indemnity. Supplier agrees to defend, indemnify and hold harmless iRhythm, its subsidiaries, affiliates, successors, and assigns and its and their respective officers, directors, stockholders, employees, contractors, agents, representatives, and iRhythm's customers (collectively, the "**Indemnitees**") from and against any and all actions, causes of action, suits, demands, damages, judgments, losses, liabilities, fines, penalties, costs and expenses, including reasonable attorneys' fees and expenses, including claims or allegations of personal injury, death, property damage, economic or other loss, loss of profits and direct, indirect, incidental, consequential and other damages (collectively "**Losses**") arising out of or occurring in connection with any claim or allegation: (a) related to (i) the Goods or the Services, (ii) any act or omission of Supplier or any person or entity acting for, on behalf or at the request of Supplier, (iii) any defects or breaches of representations, warranties, or covenants by Supplier, (iv) any failure by Supplier to comply with any term or condition of the Purchase Order or these T&Cs, including the Requirements or timely delivery of all Goods and Services, or (v) the installation, delivery, erection, repair, or operation of the Goods or any part or portion thereof; or (b) that iRhythm's or the other Indemnitee's use, sale, offering for sale, importing, or possession of the Goods or receipt of the Services infringes or misappropriates any U.S. or foreign patent, trademark, copyright, trade secrets or other intellectual property rights of any third party; and Supplier further agrees to pay all royalty and license fees required for the continued manufacture, purchase, use and/or sale of such Goods. Supplier shall not enter into any settlement without iRhythm's prior written consent.

9. Insurance. Supplier shall maintain and carry in full force and effect at all times insurance, issued by an insurance carrier acceptable to iRhythm, including \$2,000,000 per occurrence of Commercial General Liability Insurance, with coverage for contractual and product liability and completed operations, to meet its liability and defense and indemnification obligations under these T&Cs or loss as required by Applicable Laws, which identify iRhythm as an additional insured. All such insurance shall be primary and not contributory with regard to any other available

insurance to iRhythm. Upon iRhythm's request, Supplier shall promptly provide iRhythm with a certificate of insurance from Supplier's insurer identifying iRhythm as an additional insured with respect to the insurance coverage specified in this Section. Supplier represents, warrants, and covenants that it shall promptly file all claims made under the Purchase Order and/or these T&Cs with its insurance carriers. Supplier shall provide ten (10) days' prior written notice to iRhythm in the event of any cancellation or material change in the required insurance.

10. Assignment and Subcontracting. Supplier shall not assign, transfer, or delegate the Purchase Order or any part thereof nor any monies due thereunder, nor subcontract any performance obligations under the Purchase Order or these T&Cs or any part thereof or hereof, without the prior written consent of iRhythm, and any such attempted assignment, delegation, or subcontract in violation of this Section shall be null and void. No assignment or delegation shall relieve Supplier of any of its obligations under the Purchase Order and these T&Cs.

11. Confidentiality.

Supplier shall treat all Trade Secrets and all Confidential Information (as such terms are defined below) that may be disclosed or revealed to Supplier in connection with the Purchase Order and/or these T&Cs or the business association between Supplier and iRhythm as confidential, and no Trade Secrets and Confidential Information shall be released, published, revealed or disclosed (whether intentionally, inadvertently, negligently, or otherwise) directly or indirectly to any other person or entity, including any subsidiary, parent or other affiliate of Supplier, without prior written consent of iRhythm. Supplier hereby covenants that the Trade Secrets and Confidential Information shall only be used for the purposes of performing Supplier's obligations under the Purchase Order and these T&Cs and shall not be used or exploited by Supplier in any other manner or for any other purpose. Supplier will use commercially reasonable efforts to protect secrecy and confidentiality of all Trade Secrets and Confidential Information. As used in these T&Cs, "**Trade Secrets**" means information that constitutes a trade secret under Applicable Law, including technical or nontechnical data, formulas, patterns, compilations, programs, devices, methods, techniques, drawings, processes, the features of any equipment, tools, gauges, designs, engineering data, financial data, financial plans, product plans or lists of actual or potential customers or suppliers which derives economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use. As used in these T&Cs, "**Confidential Information**" means all data and information of iRhythm (not rising to the status of a Trade Secret) that is or has been disclosed to Supplier or of which Supplier became aware as a consequence of or through its relationship to iRhythm and which has value to iRhythm and is not generally known to its competitors or the public, and includes PII, medical information, and all other sensitive information. As used in these T&Cs, "**PII**" means any information that (i) independently identifies a distinct individual; (ii) in combination with information that a party has at its reasonable disposal, can be used to identify a distinct individual; (iii) would be considered personal information as defined by applicable law; or (iv) is credit card information. Supplier shall not make or permit to be made, except in furtherance of the limited purposes set forth herein, any copies, abstracts or summaries of Trade Secrets and Confidential Information. iRhythm shall retain title to all such documents and copies thereof. Supplier represents that it has or agrees that it will establish appropriate procedures to assure the confidentiality of the Trade Secrets and Confidential Information communicated, including procedures for notification of employees and agents who receive such information concerning the confidentiality thereof and for obtaining the appropriate agreements from persons or entities who will have access to such Trade Secrets and Confidential Information, and requiring such persons or entities to maintain such information in confidence. Upon termination of the Purchase Order or upon the request of iRhythm, Supplier shall promptly return materials and documents containing Trade Secrets or Confidential Information without retaining any copies, summaries or abstracts thereof.

11.1 Supplier shall not divulge, furnish, make accessible to any person or entity, or appropriate for Supplier's own use or the use of its affiliates or agents or any other third party, any Confidential Information or Trade Secrets. The provisions in these T&Cs restricting the use and disclosure of Trade Secrets and Confidential shall continue in perpetuity.

11.2 A breach of any provision of this Section 11 (Confidentiality) by Supplier shall result in irreparable harm and damage to iRhythm for which iRhythm shall be without an adequate remedy at law. As a result, iRhythm may, in addition to any other remedies available to it, institute proceedings in any court of competent jurisdiction to obtain damages for such breach or to enjoin Supplier from violating the provisions of this Section 11 (Confidentiality, or both, and that in any such proceedings Supplier shall not assert that iRhythm has an adequate remedy at law for the breach by Supplier of the provisions of this Section 11 (Confidentiality).

12. Intellectual Property. iRhythm will be the owner of all samples, parts, assemblies, products, materials, components, documentation, drawings, software, specifications, and Requirements that iRhythm provides or makes available to Supplier, including all intellectual property rights in each of the foregoing (collectively, "**IP Materials**"). Designs, tools, gauges, equipment, molds, fixtures, templates, patterns, drawings, and other information and things (herein collectively, the "**Tools**") paid for or furnished by iRhythm shall be iRhythm's property and Supplier shall not encumber or dispose of them in any way. Supplier shall maintain all Tools in proper working condition at Supplier's cost and expense. The Tools shall be used exclusively for Supplier's performance of its obligations hereunder and shall be returned to iRhythm upon request (but in no event later than within three (3) business days of request). Supplier may not reproduce, modify, distribute, provide to any third party, display, perform, reverse engineer or disassemble any IP Materials or Tools. iRhythm does not grant to Supplier any rights or licenses in or to the IP Materials or Tools. Supplier may not undertake any benchmarking or testing of the IP Materials or Tools. Supplier shall promptly notify iRhythm of any tools, gauges or equipment which require repair or replacement as the result of reasonable wear and tear or otherwise. Supplier shall be responsible for the repair or replacement of iRhythm's tools, gauges or equipment damaged by the misuse or neglect of Supplier or its employees, agents, or representatives. Supplier hereby grants to iRhythm a right of entry onto Supplier's premises during normal business hours to recover any such items that are not timely returned to iRhythm.

13. Work Product. All data, ideas, inventions, discoveries, improvements, documents, works of authorship, know-how, materials, information, reports, work in progress, computer or other electronic data files, drawings, tooling, source code, communications and other items prepared by Supplier in connection with the manufacture of the Goods and performance of the Services (collectively "**Work Product**") will be owned by iRhythm. All works of authorship in the Work Product shall be deemed "work made for hire." Supplier hereby irrevocably assigns and agrees to irrevocably

assign all of Supplier's rights, title, and interest (including all intellectual property rights) in and to all Work Product to iRhythm, its successors and assigns. To the extent that ownership of Work Product or rights therein cannot be assigned to iRhythm under any Applicable Law, Supplier hereby grants to iRhythm a perpetual, irrevocable, fully paid up, royalty free, worldwide, exclusive, and unlimited license to use, exploit, and practice any and all such Work Product and rights. Supplier will execute, acknowledge, and deliver all instruments and documents and to do all such other acts and things, as may be requested by iRhythm from time to time to secure and preserve iRhythm's rights in the Work Product, or to enforce, defend or confirm iRhythm's right to exploit those rights.

14. Compliance with Laws; Recalls.

14.1 Supplier shall fully comply with all Applicable Laws, including all applicable privacy and data security laws and environmental laws and regulations. Supplier assumes all responsibility for shipments of Goods and provision of Services requiring any government import or export clearance or approval. iRhythm may terminate the Purchase Order in whole or in part and without liability for any Goods or Services not received if any government authority imposes new duties, taxes or tariffs on such Goods, including any antidumping duties, countervailing duties, or any retaliatory duties. In the event of any government enforcement action against Supplier that is reasonably related to Supplier's performance, Supplier's will provide the Purchase Order of written notice of such enforcement action within twenty-four (24) business hours following such enforcement action.

14.2 Supplier must immediately notify iRhythm in writing of any recall that may impact or is related to any Goods. Supplier will reimburse iRhythm for any losses, damages, liabilities, costs and expenses incurred by iRhythm and its affiliates in connection with any such recall. In the event that any Goods are the subject of a recall for any reason other than improper Requirements, Supplier shall be responsible and will reimburse iRhythm for any losses, damages, liabilities, costs, and expenses incurred by iRhythm and its affiliates in connection with any such recall for all expenses and losses incurred by iRhythm, including product testing, legal, and consulting fees in recalling such recalled Goods, refunds to customers of iRhythm, and the cost of unsold Goods.

14.3 Neither Supplier, nor any of its direct or indirect affiliates or their respective owners, members, officers, employees, contractors, agents, sub-suppliers or subcontractors performing Services or supplying any Goods or components, parts, raw materials or services in connection with the Goods or the Services are or have within the past five (5) years been (or proposed to be) been excluded from or ineligible to participate in any government payment program, including inclusion on any of the following: (a) the OIG List of Excluded Individuals/Entities; (b) the U.S. General Services Administration's list of Parties Excluded from Federal Programs; or (c) the FDA Debarment List.

14.4 Supplier has reviewed its supply chain and by acceptance of the Purchase Order and certifies that in the countries in which Supplier is doing business, Supplier: (a) has implemented procedures to manage the materials in Supplier's supply chain, including all labor-related processes, to ensure that all materials incorporated into the Goods comply with all Applicable Laws prohibiting slavery and human trafficking, and (b) complies with Applicable Laws related to labor and does not use labor from persons of less than minimum working age.

14.5 Supplier represents and warrants and covenants that it will comply with all anti-bribery and anti-corruption laws, regulations, and guidelines, including but not limited to the Foreign Corrupt Practices Act (FCPA) and the UK Bribery Act. Supplier warrants and covenants that it shall not, directly or indirectly: (a) receive, offer or agree to give any financial or other advantage, which could act as an inducement or a reward for any act or failure to act improperly in connection with iRhythm, the Goods, the Services, these T&Cs or the Purchase Order; nor (b) offer or give any financial or other advantage to any public official with the intention of influencing the public official or obtaining or retaining business. Dealer further warrants and represents that: (a) no government official is a principal, owner, officer, employee or agent of Supplier or any entity in which Supplier has an interest, and no government official has any material financial interest in the business of the Supplier.

14.6 Supplier represents and warrants and covenants that it will comply with applicable anti-money laundering laws, regulations, and guidelines, including but not limited to the Money Laundering Control Act, the Bank Secrecy Act, and the regulations administered by the Office of Foreign Assets Control ("OFAC"). Supplier further represents and warrants that it does not and will not engage in any transactions with individuals, entities, or countries subject to sanctions by OFAC, and it will regularly check the OFAC Specially Designated Nationals (SDN) List to ensure compliance.

14.7 Supplier represents and warrants and covenants that it will comply with all import, re-import, sanctions, anti-boycott, export, and re-export control laws, such as the Export Administration Regulations, the International Traffic in Arms Regulations, and economic sanctions programs implemented by the Office of Foreign Assets Control, and that it will not violate these laws in the supply of Goods or Services to iRhythm. Supplier further represents and warrants and covenants that it will not supply any Goods or Services to iRhythm in violation of any proclamation, Executive Order, or statute administered by OFAC, or if OFAC's implementing regulations would prohibit the transaction, and that it has not and will not engage in any transactions with countries subject to comprehensive sanctions, including Cuba, Iran, Sudan, North Korea, and Burma.

14.8 Supplier represents and warrants and covenants that all Goods and Services will be produced, manufactured, assembled, packaged, and otherwise provided in compliance with all labor, wage, and hour laws and rules (including the U.S. Fair Labor Standards Act), and will be produced in compliance with the UK Modern Slavery Act not be produced, manufactured, assembled, or packaged by forced, prison or child labor. Supplier agrees that it shall have a policy to reasonably assure that the tantalum, tin, tungsten and gold in the products they manufacture does not directly or indirectly finance or benefit armed groups that are perpetrators of serious human rights abuses in the Democratic Republic of the Congo or an adjoining country. Supplier further represents and warrants and covenants that it does and will comply with Section 1502 of the Dodd-Frank Wall Street Reform and Consumer Protection Act and the rules and regulations of the Securities and Exchange Commission implementing that act.

14.9 Supplier agrees that it will not supply to iRhythm any Goods, or any Goods that contain components or parts that, are made, sold, manufactured, or otherwise provided by Huawei Technologies Company, ZTE Corporation, Hytera Communications, Hangzhou Hikvision Digital Technology Company and Dahua Technology Company, and Kaspersky Lab, or any of their affiliates or intermediaries (any of the foregoing, a "Prohibited Entity"). In the event that Supplier becomes aware that it has supplied to iRhythm any Goods, or any Goods that contain

components or parts that, are or were made, sold, manufactured, or otherwise provided by any Prohibited Entity, Supplier shall immediately report the same to iRhythm and report the same to the U.S. government as required by law.

14.10 Supplier represents and warrants and covenants that it has the legal and contractual authority to sell Goods to iRhythm, that its sale of Goods to iRhythm will be in compliance with all contracts to which Supplier is a party, and that all Goods will be neither counterfeit nor imitation goods.

14.11 Supplier shall comply with, and shall provide Goods manufactured and otherwise in a manner so that iRhythm can comply with, the World Trade Organization's Government Procurement Agreement and the Free Trade Agreement.

15. Records and Audits.

15.1 At its own expense, Supplier shall create and maintain all information of any type (including text, data, code, images, and sound) that is either recorded on paper or other tangible medium, or recorded on an electronic medium in a perceivable form ("**Records**"), that are: (a) required by all Applicable Laws that relate to the Purchase Order and these T&Cs and to Supplier's performance obligations under the Purchase Order and these T&Cs; (b) sufficient to demonstrate that any and all amounts invoiced to iRhythm under the Purchase Order and these T&Cs are accurate and proper in both kind and amount; (c) sufficient to demonstrate the accuracy of any representations or reports submitted to iRhythm under the Purchase Order and these T&Cs; (iv) sufficient to enable iRhythm to comply with all Applicable Laws; and (v) sufficient for iRhythm to verify Supplier's compliance with the Purchase Order and these T&Cs.

15.2 Supplier shall maintain all of the Records listed above for the longest of the following retention periods that applies: (a) any period prescribed by any Applicable Law or stated expressly in the Purchase Order and/or these T&Cs; (b) for Records related to invoices, for three (3) years after payment of the invoice by iRhythm; (c) for Records related to reports submitted to iRhythm, for three (3) years after the report is submitted; and (d) for all Records not addressed by one of the above, for three (3) years after the term of this Order.

15.3 At no additional cost to iRhythm, Supplier shall allow iRhythm to inspect (and, upon request, Supplier shall furnish copies of) Records Supplier is required to create or maintain under this Order for the purposes of evaluating and verifying: (a) compliance with the requirements of the Purchase Order and these T&Cs; (b) compliance with all Applicable Laws related to the Purchase Order and these T&Cs or to Supplier's performance under the Purchase Order and these T&Cs; (c) the accuracy and propriety of any invoice submitted to iRhythm; and (d) the accuracy of any representations or reports submitted to iRhythm.

15.4 At reasonable times and with reasonable notice, iRhythm may enter and inspect any premises where Records are maintained, Goods are manufactured, or Services are performed as iRhythm deems necessary to accomplish the evaluations and verifications described above. Supplier shall cooperate with iRhythm and provide reasonable assistance to iRhythm to facilitate the evaluation and inspection, and iRhythm shall reasonably cooperate with Supplier to mitigate disruption to Supplier's operations. In the event that Records are maintained, Goods are manufactured, Services are performed, or iRhythm's property is kept at premises that Supplier does not control, Supplier shall secure rights of entry and inspection sufficient to allow iRhythm to exercise its rights under these T&Cs.

15.5 iRhythm, its employees, or designees may exercise iRhythm's rights of entrance and inspection under these T&Cs. Examples of persons or designees that iRhythm may designate include iRhythm's independent auditors and representatives of any state, local or foreign government entity, authority, agency, court, or commission and any applicable arbitrator having jurisdiction over iRhythm or its activities related to the Purchase Order and these T&Cs.

15.6 iRhythm shall pay its own expenses for any inspection of the Records or Supplier's premises. However, if in any audit, iRhythm determines that material issues exist that result, resulted or will result in an overcharge of one percent (1%) or more of the invoiced amount for the audited period, Supplier shall, within thirty (30) days of receipt of iRhythm's notice and supporting documentation, reimburse iRhythm for its out-of-pocket costs incurred in conducting the audit, in addition to any remedies that iRhythm may have for the overcharge (such as a refund). This subsection is intended as a fair allocation of audit expenses, not as damages or a penalty.

16. No Waiver. No waiver by iRhythm of any of the provisions of the Purchase Order or these T&Cs shall be effective unless explicitly set forth in writing and signed by iRhythm. No failure to exercise, or delay in exercising, any rights, remedy, power or privilege arising from the Purchase Order or these T&Cs shall operate or be construed as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege. Written waiver by iRhythm of strict performance by Supplier of any term or condition of the Purchase Order or these T&Cs at any time shall not be construed as a waiver by iRhythm of such performance in the future or of the waiver of any other term or condition contained herein.

17. Remedies. All rights and remedies set forth in the Purchase Order and these T&Cs or existing at law and in equity shall be cumulative, may be exercised concurrently, shall not be exclusive, and are in addition to any other rights and remedies provided at law or in equity. No Supplier terms or conditions may limit the type, cap, or alter the remedies available to iRhythm related to the Purchase Order and these T&Cs, the Services or the Goods and iRhythm shall be entitled to claim and recover all direct, indirect, consequential, incidental, and other damages available under the Uniform Commercial Code and other Applicable Laws. **In no event will iRhythm be liable for any indirect, consequential, incidental, special, or punitive damages or any lost profits.**

18. Insolvency. In the event that Supplier shall become bankrupt, shall have a receiver appointed for its property or shall make an assignment for the benefit of its creditors, iRhythm shall have the right to immediately cancel the Purchase Order or so much thereof as has not been delivered to the carrier for shipment to iRhythm without further liability to Supplier.

19. Notices; Time of Delivery; Addresses. All notices, demands and other communications shall be in writing and shall be deemed to have been duly delivered upon personal delivery; as of the third business day after mailing by United States registered or certified mail, return receipt

requested, postage prepaid; as of the following day after deposit with Federal Express or other similar overnight delivery service; or as of the same day upon e-mail transmission (with confirmation of receipt) if sent on or before 5:00 p.m. Pacific Standard Time, addressed to iRhythm and Supplier at the addresses set forth in the Purchase Order, or to such other address or to such other person as any party may designate to the other for such purpose in the manner hereinabove set forth.

20. No Discrimination. The equal employment opportunity clause required under Executive Order 11246, the affirmative action commitment for disabled veterans and veterans of the Vietnam era, set forth in 41 CFR 60-250.4, the affirmative action clause for disabled workers, set forth in CFR 60-741.4, and the related regulations of the Secretary of Labor, 41 CFR Chapter 60, are incorporated by reference in these T&Cs. By accepting the Purchase Order, Supplier certifies that it complies with the authorities cited above, and it does not maintain segregated facilities or permit its employees to perform Services at locations where segregated facilities are maintained, as required by 41 CFR 60.1.8.

21. Governing Law and Venue. The Purchase Order and these T&Cs shall be governed by and construed in accordance with the substantive laws of the State of California without regard to the rules regarding conflict of law rules. Any controversy of claim arising out of or related to the Purchase Order or these T&Cs or a breach thereof or hereof shall be determined by recourse to the federal and state courts sitting in San Francisco, California, and Supplier hereby acknowledges the exclusive jurisdiction of such courts. Supplier hereby irrevocably (a) consents to the jurisdiction and venue of the courts of San Francisco, California, including the federal courts located therein, in any action arising under or relating to the Purchase Order and/or these T&Cs and (b) waives any and all jurisdictional defenses Supplier may have to the institution of any such action in any such court. Notwithstanding anything to the contrary, iRhythm may seek equitable remedies in any court of competent jurisdiction. Both Parties waive any right to trial before a jury.

22. Amendment and Modification. No change to the Purchase Order or these T&Cs is binding upon iRhythm unless it is in writing, specifically states that it amends the Purchase Order or these T&Cs and is signed by an authorized representative of iRhythm.

23. Relationship of the Parties. The relationship between the Parties is that of independent contractors. Nothing contained in the Purchase Order or these T&Cs shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment or fiduciary relationship between the Parties, and neither Party shall have authority to contract for or bind the other Party in any manner whatsoever.

24. Severability. If any term or provision of the Purchase Order or these T&Cs is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of the Purchase Order or these T&Cs or invalidate or render unenforceable such term or provision in any other jurisdiction.

25. Survival. Provisions of the Purchase Order and these T&Cs which by their nature should apply beyond fulfillment or completion of performance of the Purchase Order and these T&Cs will remain in force after any fulfillment, termination or expiration of this Purchase Order and these T&Cs.

26. No Publicity. Supplier shall not make, nor permit any of their respective directors, officers, employees, agents, advisors, affiliates or representatives to make any disclosures, including via any press release, public announcement or other public disclosure, regarding the existence of a business relationship between iRhythm and Supplier, or the terms and conditions of the Purchase Order or these T&Cs, or use any iRhythm trade name, trademark, service mark, logo, commercial symbol or any other marks of iRhythm in any manner or for any purpose without iRhythm's prior written authorization in each case.

27. Reimbursement of Expenses. Any reimbursement of Supplier's expenses by iRhythm must be mutually agreed upon in writing in advance and such expenses, including all travel, lodging and related expenses, must be pre-approved by iRhythm in writing and are subject to iRhythm's expense reimbursement guidelines and policies/procedures.

28. Supply Line Protection. Supplier agrees, on behalf of itself and its affiliates, that neither Supplier nor its affiliates shall, pursue, any legal or equitable remedies against iRhythm claiming that iRhythm's making, having made, selling, offering for sale, importing or using any product, software or other technology infringes or misappropriates Supplier's or its affiliates' intellectual property rights. To the extent Supplier or any Supplier affiliate wishes to pursue legal or equitable remedies against a third party vendor who supplies products, software or other technology to the iRhythm which Supplier believes infringe Supplier's or Supplier's affiliates' intellectual property rights, Supplier, on behalf of itself and its affiliates, agrees that neither Supplier nor its affiliates shall pursue any injunctive or other equitable relief, against any such third party vendor which would have the effect of precluding such vendor from supplying products, software or other technology to iRhythm or its affiliates. After a decision of infringement on the merits, Supplier shall be entitled to damages awarded by the court from any such third-party vendor. Supplier acknowledges and agrees that the intent of this Section is to preserve, iRhythm's ability to continue buying, obtaining, selling, offering for sale, importing and using any and all products, software and other technology in connection with its business without interruption, including products, software and other technology that iRhythm and its affiliates obtain from third party vendors. The terms in this Section shall apply to the maximum extent authorized or permitted by Applicable Law.

29. Interpretation. The headings contained in these T&Cs are for reference purposes only and shall not affect in any way the meaning or interpretation of these T&Cs. The words "include," "includes" and "including" when used herein shall be deemed in each case to be followed by the words "without limitation." Unless the context of these T&Cs otherwise requires: (a) words using the singular or plural number also include the plural or singular number, respectively; and (b) the terms "hereof," "herein," "hereunder" and derivative or similar words refer to the entirety of these T&Cs. The Parties agree that if an ambiguity or a question of intent or interpretation arises, these T&Cs will be construed as if the Parties had jointly drafted these T&Cs, and that these T&Cs will not be construed against either Party based on an argument that one Party was responsible for drafting one or more provisions of these T&Cs.