

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

FORM 8-K

CURRENT REPORT
Pursuant to Section 13 or 15(d) of the
Securities Exchange Act of 1934

Date of Report (Date of earliest event reported): January 8, 2026

Duolingo, Inc.
(Exact name of registrant as specified in its charter)

Delaware
(State or other jurisdiction
of incorporation)

001-40653
(Commission
File Number)

45-3055872
(IRS Employer
Identification Number)

5900 Penn Avenue
Pittsburgh, Pennsylvania 15206
(Address of principal executive offices) (Zip Code)

Registrant's telephone number, including area code: (412) 567-6602

N/A
(Former name or former address, if changed since last report)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
- Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
- Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
- Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

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, \$0.0001 par value per share	DUOL	The Nasdaq Stock Market

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (§230.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (§240.12b-2 of this chapter).

Emerging growth company

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

Item 2.02 Results of Operations and Financial Condition

On January 12, 2026, Duolingo, Inc. (the "Company") issued a press release announcing a preliminary update on certain operating metrics for the three months ended December 31, 2025. These preliminary results are based on the Company's current estimate of its results for the quarter ended December 31, 2025, and remain subject to change based on the completion of closing and review procedures and the execution of the Company's internal controls over financial reporting. A copy of the press release is being furnished as Exhibit 99.1 attached hereto and is incorporated by reference herein.

The information in Item 2.02 of this Current Report on Form 8-K, including Exhibit 99.1 attached hereto, shall not be deemed "filed" for the purposes of Section 18 of the Securities Exchange Act of 1934, as amended (the "Exchange Act"), or otherwise subject to the liabilities of that section, nor shall it be deemed incorporated by reference in any filing under the Securities Act of 1933, as amended, or the Exchange Act, except as shall be expressly set forth by specific reference in such a filing.

Item 5.02 Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers.

On January 8, 2026, Matthew Skaruppa tendered his resignation as Chief Financial Officer ("CFO") of the Company effective with his successor's commencement of service and, on January 8, 2026, the Board of Directors (the "Board") of the Company appointed Gillian Munson as the Company's Chief Financial Officer and as principal financial officer and principal accounting officer, effective as of February 23, 2026 (the "Effective Date"), succeeding Mr. Skaruppa in these positions as of the Effective Date. Mr. Skaruppa will continue to provide services to the Company under the Transition Agreement described below.

On January 8, 2026, Ms. Munson tendered her resignation as a director of the Company and from the Audit, Risk and Compliance Committee of the Board, subject to her appointment and effective with her commencement of service as Chief Financial Officer.

Neither Mr. Skaruppa nor Ms. Munson resigned because of any disagreements with the Company on any matter relating to the Company's operations, policies or practices. Ms. Munson, 55, served as the Chief Financial Officer of Vimeo from April 2022 to September 2025. Prior to this role, she was the Chief Financial Officer of Iora Health, Inc., a healthcare company, from January 2021 until the company's sale in September 2021, subsequently acting as Special Advisor to the CFO of the acquiring company, One Medical. Ms. Munson was a Venture Partner at Union Square Ventures from April 2019 to July 2021 and served as CFO of XO Group Inc., the parent company of The Knot Inc., a media and technology company from 2013 to 2019. Ms. Munson's previous positions include Managing Director at Allen & Company LLC, Vice President, Business Development at Symbol Technologies, LLC, and both Executive Director and Senior Equity Analyst at Morgan Stanley. In addition to her service on the Company's Board, Ms. Munson has served on the board of directors of Phreesia, Inc., a publicly-traded software company, since May 2019, and previously served on the board of directors of Monster Worldwide, Inc. from 2015 to 2016. Ms. Munson holds a B.A. in Political Science and Economics from the Colorado College in Colorado Springs.

Transition and Separation Agreement

In connection with the resignation of Mr. Skaruppa as the Company's Chief Financial Officer, on January 9, 2026, the Company entered into a Transition and Separation Agreement with Mr. Skaruppa (the "Transition Agreement"), under which Mr. Skaruppa will continue to provide certain services to the Company.

Subject to the terms and conditions of the Transition Agreement, from the Effective Date through November 20, 2026 (the "Transition Period"), Mr. Skaruppa will continue to be employed by the Company in an advisory role in order to provide for a smooth transition. During the Transition Period, Mr. Skaruppa

will be eligible to receive the following payments and benefits: (i) a monthly base salary at the rate of \$32,292 prorated for any partial month of service; (ii) continued vesting of his outstanding RSU awards according to their original vesting terms subject to Mr. Skaruppa's continued service through the applicable vesting dates and with the underlying shares to be delivered upon satisfaction of the Supplemental Release Condition (as defined in the Transition Agreement); and (iii) all employee benefit plans available to other part-time senior executives of the Company in accordance with their terms. The Transition Agreement also includes customary provisions regarding confidentiality, non-disparagement, and release of claims.

Offer Letter

In connection with the appointment of Ms. Munson as the Company's Chief Financial Officer, on January 9, 2026, the Company entered into an offer letter with Ms. Munson (the "Offer Letter") pursuant to which Ms. Munson is entitled to an annual base salary of \$800,000. Ms. Munson will also be eligible to participate in the Duolingo, Inc. 2021 Incentive Award Plan (the "2021 Plan") on the same terms and conditions applicable to similarly situated executives.

The Offer Letter also provides for a grant of RSUs covering a number of RSUs determined by dividing \$14 million by the average closing price of the Company's Class A common stock by the average closing price of the Company's Class A common stock over the 30 trading days immediately preceding the grant date (such award, the "Start Date Grant"). The Start Date Grant will be effective 30 days after the Effective Date and vest over four years with 25% of the award vesting on February 15, 2027 and the remainder of the award vesting in equal quarterly installments thereafter, subject to Ms. Munson's continued service through the applicable vesting dates. The Start Date Grant will be subject to the terms of the Company's 2021 Incentive Award Plan and an applicable RSU award agreement thereunder. Ms. Munson will also be eligible to participate in and receive the Company's employment benefits generally available to all Company employees.

The Offer Letter provides for severance in specified circumstances under a form of Change in Control and Severance Agreement. In the event of a Covered Termination other than during a Change in Control Period (each as defined in the form of Severance Agreement), provided Ms. Munson delivers to the Company a general release of all claims, she shall be eligible to receive: (i) a severance payment equal to 12 months of her base salary in effect as of the termination date payable in a cash lump sum; and (ii) COBRA coverage for Ms. Munson and her dependents until the earlier of 12 months from the termination date and the date she and her dependents become eligible for healthcare coverage under another employer's plan. In the event of a termination during a Change in Control period, in addition to the foregoing, Ms. Munson would also be eligible to receive: (i) a pro-rated portion of her target annual bonus, if applicable, assuming achievement of performance goals at target; and (ii) accelerated vesting of all of her then-outstanding equity awards.

The foregoing descriptions of the Transition Agreement and the Offer Letter do not purport to be complete and are qualified in their entirety by the full text of the Transition Agreement and the Offer Letter, copies of which are filed as Exhibits 10.1 and 10.2, respectively, hereto and incorporated herein by reference.

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits.

Exhibit No.	Description
10.1	Transition and Separation Agreement by and between the Company and Matthew Skaruppa, dated January 9, 2026.
10.2	Offer Letter by and between the Company and Gillian Munson, dated January 9, 2026
99.1	Press Release dated January 12, 2026
104	Cover Page Interactive Data File (embedded within the inline XBRL document)

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, as amended, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

DUOLINGO, INC.

Date: January 12, 2026

By: /s/ Luis von Ahn
Luis von Ahn
Chief Executive Officer
(Principal Executive Officer)

TRANSITION AND SEPARATION AGREEMENT

This Transition and Separation Agreement (the "Agreement") is entered into by and between Matthew Skaruppa ("Executive") and Duolingo, Inc., a Delaware corporation (the "Company"), effective as of the Effective Date set forth in Section 5(d) below, with reference to the following facts:

A. Executive, who currently serves as the Company's Chief Financial Officer, has notified the Company of his intent to resign from such position.

B. At the Company's request, Executive has agreed to continue to serve as the Company's Chief Financial Officer until Executive's successor commences employment with the Company and, thereafter, as an Advisor to the Company to help transition his duties and responsibilities and provide such other support as reasonably requested by the Company.

C. Executive is party with the Company to an offer letter dated December 5, 2019 (the "Offer Letter") and a Change in Control and Severance Agreement dated on or about August 5, 2021 (the "Severance Agreement").

D. Executive and the Company want to end their relationship amicably and also to establish the obligations of the parties including, without limitation, Executive's service as Chief Financial Officer and Advisor and all amounts due and owing to Executive.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, the parties agree as follows:

1. Role Transition. Executive and the Company acknowledge and agree that Executive shall continue to serve as the Company's Chief Financial Officer during the period (the "Full-Time Employment Period") commencing on the Effective Date and ending on the earliest of: (a) the date a successor is appointed and commences employment with the Company (the "Transition Date"), (b) the date the Company terminates Executive's employment for Cause (as defined in the Severance Agreement) (the "Involuntary Termination Date") or (c) the date Executive voluntarily terminates Executive's employment for any reason (the "Voluntary Termination Date"). Executive acknowledges that Executive status as an officer of the Company and each of its subsidiaries shall terminate on the last day of the Full-Time Employment Period. Executive agrees to execute such additional documentation as the Company determines is necessary or appropriate to effect Executive's cessation of service as an officer, provided that any such documentation is consistent with this Agreement.

(a) *Duties*. During the Full-Time Employment Period, Executive shall have the duties and responsibilities normally associated with the position of Chief Financial Officer and such other duties and responsibilities as reasonably assigned by the Company's Chief Executive Officer.

(b) *Salary and Benefits Continuation*. During the Full-Time Employment Period, Executive will continue to be paid base salary at the rate in effect on the date of this Agreement in accordance with the Company's regular payroll procedures and be eligible for all employee benefit plans available to senior executives of the Company in accordance with their terms. All payments made to Executive will be subject to required withholding taxes and authorized deductions.

(c) *Restricted Stock Units.* During the Full-Time Employment Period, Executive's outstanding restricted stock units (the "RSUs") shall continue to vest in accordance with their original vesting schedules based on Executive's continued services.

(d) *Protection of Information.* Executive reaffirms Executive's commitment to remain in compliance with that certain Proprietary Information and Invention Assignment Agreement entered into between Executive and the Company (the "Confidentiality Agreement"). Without limiting the foregoing, Executive acknowledges and agrees that, during the Full-Time Employment Period, Executive shall not, directly or indirectly, become employed by or provide assistance to any competitor of the Company.

(e) *SEC Reporting.* Executive acknowledges that to the extent required by the Securities Exchange Act of 1934, as amended (the "Exchange Act"), Executive will have continuing obligations under Section 16(a) and 16(b) of the Exchange Act to report matching transactions, if any, in Company common stock for up to six (6) months following the end of the Full-Time Employment Period. Executive further acknowledges that any transactions by Executive involving Company securities will remain subject to securities laws in all respects, including, without limitation, laws regarding trading on the basis of material nonpublic information.

2. Transition Period. In the event Full-Time Employment Period ends on the Transition Date, then Executive thereupon shall transition to a part-time employee in the role of Advisor to the Company and serve in such capacity during the period (the "Transition Period") commencing on the Transition Date and ending on the earliest of (i) the Involuntary Termination Date, (ii) the Voluntary Termination Date or (iii) November 20, 2026 (the earliest of (i), (ii), and (iii), the "Separation Date" and each of (iii) and, solely in the event Executive provides at least thirty (30) days prior written notice during the Transition Period, (ii), a "Qualifying Separation Date"). Executive acknowledges that Executive's employment with the Company and each of its affiliates shall terminate as of the Separation Date.

(a) *Duties.* During the Transition Period, Executive shall continue to provide transition services in Executive's areas of expertise and such other services as are reasonably requested by the Company's Chief Executive Officer, Chief Financial Officer, or General Counsel. Such transition services are expected to require twenty (20) hours of Executive's time per week on average. During the Transition Period, Executive agrees to remain in compliance with the Confidentiality Agreement. During the Transition Period, Executive may become an employee or consultant of any other company, *provided*, that Executive acknowledges and agrees that, during the Transition Period, Executive shall not, directly or indirectly, become employed by or provide assistance to any company that is a competitor to the Company.

(b) *Salary and Benefits Continuation.* During the Transition Period, Executive will earn base salary at the rate of \$32,292 per month, pro-rated for any partial month of service, paid in accordance with the Company's regular payroll procedures. During the Transition Period, Executive shall also be eligible for all employee benefit plans available to other part-time senior executives of the Company in accordance with their terms. All payments made to Executive will be subject to required withholding taxes and authorized deductions.

(c) *Restricted Stock Units.* During the Transition Period, Executive's outstanding RSUs shall continue to conditionally vest in accordance with their original vesting

schedules based on Executive's continued services, provided, that none of the shares underlying such RSUs shall be delivered unless and until the Supplemental Release Condition (as defined below) has been timely satisfied in accordance with Section 4. In the event the Supplemental Release Condition is not timely satisfied in accordance with Section 4, then any RSUs that conditionally vested during the Transition Period shall be automatically forfeited for no consideration on the thirtieth (30th) day following the Separation Date. Any RSUs that have not vested as of the Separation Date thereupon shall be forfeited for no consideration.

3. Final Paycheck; Payment of Accrued Wages and Expenses. As soon as administratively practicable on or after the Separation Date, the Company will pay Executive all accrued but unpaid base salary and any accrued but unpaid paid time off, subject to standard payroll deductions and withholdings. The Company will also reimburse Executive for all outstanding expenses incurred prior to the Separation Date which are consistent with the Company's policies in effect from time to time with respect to travel, entertainment and other business expenses, subject to the Company's requirements with respect to reporting and documenting such expenses. Executive is entitled to these payments regardless of whether Executive executes this Agreement or the Release of Claims.

4. Consideration for Release. Without admission of any liability, fact or claim, the Company hereby agrees, subject to (i) this Agreement timely becoming effective and irrevocable, (ii) the delivery to the Company of a copy of the General Release of Claims attached hereto as Exhibit A (the "Release of Claims") that is signed by Executive on or after the Separation Date and becomes effective and irrevocable within 30 days after the Separation Date (the "Supplemental Release Condition"), and (iii) Executive's not being in material breach of Executive's obligations under this Agreement or the Confidentiality Agreement, to deliver the shares of Company common stock underlying RSUs that conditionally vested during the Transition Period and, solely to in the event the Separation Date constitutes a Qualifying Separation Date, pay to Executive an amount equal to one month of Executive's base salary as in effect as of the Effective Date, less required withholding taxes, on the first payroll date after the date the Release of Claims becomes effective and irrevocable.

5. Executive's Release of the Company. Executive understands that by agreeing to the release provided by this Section 5, Executive is agreeing not to sue, or otherwise file any claim against, the Company or any of its directors, officers, employees, investors or other agents for any reason whatsoever based on anything that is the subject of this release and that has occurred as of the date Executive signs this Agreement.

(a) Released Claims. On behalf of Executive and Executive's heirs, assigns, executors, administrators, trusts, spouse and estate, Executive hereby releases and forever discharges the "Releasees" hereunder, consisting of the Company and each of its owners, affiliates, subsidiaries, predecessors, successors, assigns, agents, directors, officers, partners, employees, and insurers, and all persons acting by, through, under or in concert with them, or any of them, of and from any and all manner of action or actions, cause or causes of action, in law or in equity, suits, debts, liens, contracts, agreements, promises, liability, claims, demands, damages, loss, cost or expense, of any nature whatsoever, known or unknown, fixed or contingent (hereinafter called "Claims"), which Executive now has or may hereafter have against the Releasees, or any of them, by reason of any matter, cause, or thing whatsoever from the beginning of time to the date Executive signs this Agreement, including, without limiting the generality of the foregoing, any Claims arising out of, based upon, or relating to Executive's hire, employment, remuneration or termination by the Releasees, or any of them, Claims arising under federal, state, or local laws relating to employment, Claims of any kind that may be brought in any court or administrative agency, including any Claims arising under Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000, et seq.; Americans with

Disabilities Act, as amended, 42 U.S.C. § 12101 et seq.; the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 701 et seq.; the Age Discrimination in Employment Act (“ADEA”), as amended, 29 U.S.C. § 621, et seq.; Civil Rights Act of 1866, and Civil Rights Act of 1991; 42 U.S.C. § 1981, et seq.; Equal Pay Act, as amended, 29 U.S.C. § 206(d); regulations of the Office of Federal Contract Compliance, 41 C.F.R. Section 60, et seq.; the Family and Medical Leave Act, as amended, 29 U.S.C. § 2601 et seq.; the Fair Labor Standards Act of 1938, as amended, 29 U.S.C. § 201 et seq.; the Employee Retirement Income Security Act, as amended, 29 U.S.C. § 1001 et seq.; the Worker Adjustment and Retraining Notification Act, as amended, 29 U.S.C. § 2101 et seq.; the Pennsylvania Human Relations Act, 43 Pa. Stat. § 951 et seq., the Pennsylvania Wage Payment and Collection Law, 43 Pa. Stat. § 251 et seq., the Pennsylvania Equal Pay Law, 43 Pa. Stat. § 336.1 et seq., and the Pennsylvania Whistleblower Law, 43 Pa. Stat. § 1421 et seq. and any other federal, state or local laws of similar effect; the employment and civil rights laws of Pennsylvania; Claims for breach of implied or express contract; Claims arising in tort, including, without limitation, Claims of wrongful dismissal or discharge, discrimination, harassment, retaliation, fraud, misrepresentation, defamation, libel, slander, infliction of emotional distress, violation of public policy, and/or breach of the implied covenant of good faith and fair dealing; and Claims for damages or other remedies of any sort, including, without limitation, compensatory damages, punitive damages, injunctive relief and attorney’s fees.

(b) *Unreleased Claims.* Notwithstanding the generality of the foregoing, Executive does not release the following claims (the “Unreleased Claims”):

- (i) Claims for unemployment compensation or any state disability insurance benefits pursuant to the terms of applicable state law;
- (ii) Claims for workers’ compensation insurance benefits under the terms of any worker’s compensation insurance policy or fund of the Company;
- (iii) Claims to continued participation in certain of the Company’s group benefit plans pursuant to the terms and conditions of COBRA;
- (iv) Claims to accrued but unpaid base salary, accrued but unpaid paid time off or any benefit entitlements vested as of the date Executive signs this Agreement, pursuant to written terms of any Company or affiliate employee benefit plan, program, or policy, including to vested stock options;
- (v) Claims for indemnification under Executive’s indemnification agreement (the “Indemnification Agreement”), the Company’s bylaws or other organizational documents, applicable directors’ and officers’ insurance coverage (“D&O Insurance”), or any applicable law;
- (vi) Claims for rights that cannot be waived as a matter of law;
- (vii) Executive’s right to enforce the terms of this Agreement; and
- (viii) Executive’s right to bring to the attention of the Equal Employment Opportunity Commission claims of discrimination; *provided, however*, that Executive does release Executive’s right to secure any damages for alleged discriminatory treatment.

(c) *ADEA/OWBPA Waiver and Acknowledgement.* Executive understands that the release set forth in Section 5 includes a release of claims Executive may have under the ADEA against any of the Releasees that may have existed on or prior to the date upon which Executive executes this Agreement. Executive understands that the ADEA is a federal statute that prohibits discrimination on the basis of age. Executive wishes to waive any and all claims under the ADEA that Executive may have against any of the Releasees as of the date upon which Executive executes this Agreement and hereby waives such claims. Executive understands that claims under the ADEA that may arise after the date on which Executive executes this Agreement are not waived. Executive acknowledges that Executive is receiving consideration to which Executive is not already entitled for the waiver of any and all claims under the ADEA. Executive is herein advised to consult with an attorney prior to signing this Agreement. In accordance with the Older Workers Benefit Protection Act of 1990, Executive has been advised of the following:

(i) Executive should consult with an attorney before signing this Agreement;

(ii) Executive has been given at least twenty-one (21) days after the date on which Executive received a copy of this Agreement to consider this Agreement (the “Review Period”); and

(iii) Executive has seven (7) days after signing this Agreement to revoke it (the “Revocation Period”). If Executive wishes to revoke this Agreement, Executive must deliver notice of Executive’s revocation in writing, no later than 11:59 p.m. PT on the 7th day following Executive’s execution of this Agreement to Stephen Chen, General Counsel at schen@duolingo.com. Executive understands that if Executive revokes this Agreement, it will be null and void in its entirety, and Executive will not be entitled to any payments or benefits provided in this Agreement that are not otherwise required by applicable law.

(d) Executive has been advised that this Agreement will not become effective or enforceable until after a timely signed Agreement has been timely delivered to the Company and the Revocation Period has expired with no revocation. If Executive does not revoke acceptance within the Revocation Period, Executive’s acceptance of this Agreement shall become binding and enforceable on the eighth day after Executive timely signs this Agreement (the “Effective Date”).

6. Non-Disparagement, Transition and Return of Company Property.

(a) *Mutual Non-Disparagement.* Executive agrees that Executive shall not disparage, criticize or defame the Company, its affiliates and their respective affiliates, directors, officers, agents, partners, stockholders, employees, products, services, technology or business, either publicly or privately. The Company agrees that it shall not, and shall instruct its officers and directors to not, disparage, criticize or defame Executive. Nothing in this Section 6(a) shall have application to any evidence or testimony required by any court, arbitrator or government agency.

(b) *Transition.* Each of the Company and Executive shall use their respective reasonable efforts to cooperate with each other in good faith to facilitate a smooth transition of Executive’s duties to other executive(s) of the Company.

(c) *Return of Company Property.* On or before the end of the Transition Period, Executive shall turn over to the Company all files, memoranda, records, and other documents, and any other physical or personal property which are the property of the Company and which Executive had in Executive's possession, custody or control at the time Executive signed this Agreement.

7. Indemnification and Insurance. The Indemnification Agreement shall remain in force and Executive shall remain covered by D&O Insurance with coverage no less favorable than any officer of the Company, in each case, as set forth therein, including, for the avoidance of doubt, during the Full-Time Employment Period and the Transition Period.

8. Executive Representations. Executive warrants and represents that (a) Executive has not filed or authorized the filing of any complaints, charges or lawsuits against the Company or any affiliate of the Company with any governmental agency or court, and that if, unbeknownst to Executive, such a complaint, charge or lawsuit has been filed on Executive's behalf, Executive will immediately cause it to be withdrawn and dismissed, (b) Executive has been paid all compensation, wages, bonuses, commissions, and/or benefits to which Executive may be entitled and no other compensation, wages, bonuses, commissions and/or benefits are due to Executive, except as provided in this Agreement, (c) Executive has no known workplace injuries or occupational diseases and has been provided and/or has not been denied any leave requested under the Family and Medical Leave Act or any similar state law, (d) the execution, delivery and performance of this Agreement by Executive does not and will not conflict with, breach, violate or cause a default under any agreement, contract or instrument to which Executive is a party or any judgment, order or decree to which Executive is subject, and (e) Executive is not aware of any violations of the Company's anti-harassment or anti-discrimination policies that Executive has not already disclosed to the Company pursuant to the Company's internal reporting procedure, (f) Executive will maintain, not disclose and not use any confidential and proprietary information of the Company or any of its affiliates that was in Executive's possession or control as a result of Executive's employment or engagement by the Company or any of its affiliates, provided, however, such confidentiality obligations shall cease to exist for any information that becomes publicly available without a breach of this Agreement or any other agreement or obligation to the Company or any of its affiliates, (g) Executive acknowledges that Executive has carefully read and fully understands all of the provisions of this Agreement and that Executive is voluntarily and knowingly entering into this Agreement, and (h) upon the execution and delivery of this Agreement by the Company and Executive, this Agreement will be a valid and binding obligation of Executive, enforceable in accordance with its terms.

9. No Assignment by Executive. Executive warrants and represents that no portion of any of the matters released herein, and no portion of any recovery or settlement to which Executive might be entitled, has been assigned or transferred to any other person, firm or corporation not a party to this Agreement, in any manner, including by way of subrogation or operation of law or otherwise. If any claim, action, demand or suit should be made or instituted against the Company or any other Releasee because of any actual assignment, subrogation or transfer by Executive, Executive agrees to indemnify and hold harmless the Company and all other Releasees against such claim, action, suit or demand, including necessary expenses of investigation, attorneys' fees and costs. In the event of Executive's death, this Agreement shall inure to the benefit of Executive and Executive's executors, administrators, heirs, distributees, devisees, and legatees. None of Executive's rights or obligations may be assigned or transferred by Executive, other than Executive's rights to payments hereunder, which may be transferred only upon Executive's death by will or operation of law.

10. Governing Law. This Agreement shall be construed and enforced in accordance with, and the rights of the parties shall be governed by, the laws of the Commonwealth of

Pennsylvania or, where applicable, United States federal law, in each case, without regard to any conflicts of laws provisions or those of any other state or commonwealth.

11. Dispute Resolution. Except as excluded herein below, any controversy, dispute or claim arising out of or relating to this Agreement, or breach thereof, or Executive's employment with or termination of employment from the Company (each, a "Covered Claim") shall be resolved by final and binding arbitration administered by JAMS. The arbitration shall be conducted by a single, neutral arbitrator, pursuant to JAMS's Employment Arbitration Rules & Procedures, available at <https://www.jamsadr.com/rules-employment-arbitration/English>, as in effect at the time of the initiation of arbitration, which the Company will provide to Executive upon reasonable request, in the county in which Executive currently works or last worked for the Company. Notwithstanding anything in this Agreement to the contrary, the arbitration provisions of this Agreement shall be governed by and enforceable pursuant to the Federal Arbitration Act, and, in all other respects, the arbitrator shall apply the substantive laws of Pennsylvania or applicable Federal law, with the same statutes of limitation and available remedies that would apply if the claims were brought in a court of law of competent jurisdiction. The costs unique to arbitration, including the arbitration administrative fees, arbitrator compensation and expenses, and any costs of any witnesses call by the arbitrator, that would not be incurred in a court proceeding shall be borne by the Company. Unless otherwise ordered by the arbitrator under applicable law, the Company and Executive shall each bear its, their, his, or her own expenses, such as expert witness fees, filing fees, and attorneys' fees and costs. Nothing herein shall prevent the Company or Executive from seeking a statutory award of reasonable attorneys' fees and costs under applicable law. THE COMPANY AND EXECUTIVE RECOGNIZE THAT, BY AGREEING TO ARBITRATE THEIR DISPUTES, EACH WAIVE ITS, THEIR, HIS, OR HER RIGHT TO A TRIAL BY JURY OF ANY COVERED CLAIM. THE COMPANY AND EXECUTIVE WAIVE ITS, THEIR, HIS, OR HER RIGHT TO BRING ANY COVERED CLAIM AS PART OF OR IN CONNECTION WITH A CLASS OR COLLECTIVE ACTION. Notwithstanding the foregoing, this section shall not preclude either party from seeking a temporary restraining order or a preliminary injunction from a court of competent jurisdiction if such relief is not available in a timely fashion through arbitration. Further, this arbitration agreement shall not apply to: (a) claims for unemployment and workers' compensation benefits; (b) sexual harassment and sexual assault disputes arising under federal, state, local, or tribal law, unless Executive elects to arbitrate such disputes; (c) claims arising under the National Labor Relations Act or which are brought before the National Labor Relations Board; (d) claims brought before the Equal Employment Opportunity Commission or similar state or local agency, if Executive is required to exhaust Executive's administrative remedies; provided, that any appeal from an award or denial of an award by any such agency or any further action upon receipt of a right-to-sue letter shall be arbitrated pursuant to the terms of this Agreement; and (e) any other claim, which by law cannot be subject to mandatory arbitration.

12. Miscellaneous. This Agreement, collectively with the Confidentiality Agreement, the Indemnification Agreement and any agreements evidencing Executive's RSUs, comprises the entire agreement between the parties with regard to the subject matter hereof and supersedes, in their entirety, any other agreements between Executive and the Company with regard to the subject matter hereof, including, without limitation, the Offer Letter and Severance Agreement. Executive acknowledges that there are no other agreements, written, oral or implied, and that Executive may not rely on any prior negotiations, discussions, representations or agreements. This Agreement may be modified only in writing, and such writing must be signed by both parties and recited that it is intended to modify this Agreement. This Agreement may be executed in separate counterparts, each of which is deemed to be an original and all of which taken together constitute one and the same agreement.

13. Company Assignment and Successors. The Company shall assign its rights and obligations under this Agreement to any successor to all or substantially all of the business or the assets

of the Company (by merger or otherwise). This Agreement shall be binding upon and inure to the benefit of the Company and its successors, assigns, personnel and legal representatives.

14. Section 409A.

(a) Exempt from Section 409A. It is intended that payments and benefits under this Agreement comply with, or be exempt from, the provisions of Section 409A of the Code and the Department of Treasury regulations and other interpretive guidance issued thereunder, including without limitation any such regulations or other guidance that may be issued after the date of this Agreement (“Section 409A”). This Agreement will be interpreted and administered in a manner consistent with this intent. Each payment and each provision of benefits described in this Agreement will be considered a separate payment and not one of a series of payments for purposes of Section 409A. In no event will any payment under this Agreement that constitutes “nonqualified deferred compensation” for purposes of Section 409A be subject to offset by any other amount unless otherwise permitted by Section 409A.

(b) Specific Exemptions. If any reimbursements or in-kind benefits provided by the Company or any Releasee pursuant to this Agreement would constitute “nonqualified deferred compensation” for purposes of Section 409A, such reimbursements or in-kind benefits will be subject to the following rules: (A) the amounts to be reimbursed, or the in-kind benefits to be provided, will be determined pursuant to the terms of the applicable benefit plan, policy or agreement and will be limited to Executive’s lifetime and the lifetime of Executive’s eligible dependents; (B) the amounts eligible for reimbursement, or the in-kind benefits provided, during any calendar year may not affect the expenses eligible for reimbursement, or the in-kind benefits provided, in any other calendar year; (C) any reimbursement of an eligible expense will be made on or before the last day of the calendar year following the calendar year in which the expense was incurred; (D) Executive’s right to an in-kind benefit or reimbursement is not subject to liquidation or exchange for cash or another benefit and (E) if Executive is a “specified employee” within the meaning of Section 409A, no payments of any of such severance or other benefit shall be made for six (6) months plus one (1) day after the “separation from service,” or, if earlier, upon Executive’s death (the “New Payment Date”). The aggregate of any such payments that would have otherwise been paid during the period between the “separation from service” and the New Payment Date shall be paid to Executive in a lump sum on the New Payment Date.

15. Taxes. Executive understands and agrees that all payments under this Agreement will be subject to appropriate tax withholding and other deductions. To the extent any taxes may be payable by Executive for the benefits provided to Executive by this Agreement beyond those withheld by the Company, Executive agrees to pay them.

16. Maintaining Confidential Information. Nothing in this Agreement or the Confidentiality Agreement will be construed to prohibit Executive from (i) pursuing unemployment or workers compensation benefits; (ii) filing a charge or complaint with the Equal Employment Opportunity Commission (“EEOC”), the National Labor Relations Board (“NLRB”), or any similar state government agency or commission, provided, however, Executive releases and waives Executive’s right to receive damages or other relief in connection with any such matter to the maximum extent permitted by applicable law; (iii) communicating with, cooperating with, or reporting wrongdoing to the Securities and Exchange Commission (“SEC”), the Financial Industry Regulatory Authority, the EEOC, the NLRB, the Occupational Safety and Health Administration, the Commodity Futures Trading Commission, the Department of Justice (“DOJ”), or any other federal, state or local government agency or commission (collectively, “Government Agencies”), or otherwise participating in any investigation or proceeding that may be conducted by a Government Agency, including providing documents or other information, without notice to the Company; (iv) receiving a reward for information provided to the

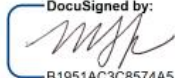
SEC, the DOJ or any other Government Agency; (v) exercising any rights Executive may have under Section 7 of the U.S. National Labor Relations Act; (vi) testifying pursuant to a court order, subpoena, or written request from an administrative agency or legislature; (vii) discussing or disclosing information about unlawful acts in the workplace, such as harassment or discrimination based on a protected characteristic or any other conduct that Executive has reason to believe is unlawful; or (viii) engaging in any other protected conduct or filing claims that cannot be waived by applicable law. Furthermore, in accordance with 18 U.S.C. § 1833, notwithstanding anything to the contrary in the Confidentiality Agreement or this Agreement: (i) Executive shall not be in breach of the Confidentiality Agreement or this Agreement, and shall not be held criminally or civilly liable under any federal or state trade secret law, (x) for the disclosure of a trade secret that is made in confidence to a federal, state, or local government official or to an attorney solely for the purpose of reporting or investigating a suspected violation of law, or (y) for the disclosure of a trade secret that is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal; and (ii) if Executive files a lawsuit for retaliation by the Company for reporting a suspected violation of law, Executive may disclose the trade secret to Executive's attorney, and may use the trade secret information in the court proceeding, if Executive files any document containing the trade secret under seal, and does not disclose the trade secret, except pursuant to court order.

17. Executive's Cooperation. After the end of the Transition Period, Executive shall cooperate with the Company and its affiliates, upon the Company's reasonable request, with respect to any internal investigation or administrative, regulatory or judicial proceeding involving matters within the scope of Executive's duties and responsibilities to the Company or its affiliates during Executive's employment with the Company (including, without limitation, Executive being available to the Company upon reasonable notice for interviews and factual investigations, appearing at the Company's reasonable request to give testimony without requiring service of a subpoena or other legal process, and turning over to the Company all relevant Company documents which are or may have come into Executive's possession during Executive's employment); *provided, however*, that (i) any such request by the Company shall not be unduly burdensome or interfere with Executive's personal schedule or ability to engage in gainful employment and (ii) this provision shall not apply to any such investigation or proceeding that arises out of or relates to a dispute between Executive and the Company and/or any of its affiliates or if Executive's reasonable interests are adverse to the Company or its affiliates in any such investigation or proceeding.

[Signature page(s) follow]

IN WITNESS WHEREOF, the undersigned have caused this Transition and Separation Agreement to be duly executed and delivered as of the date indicated next to their respective signatures below.

DATE: 1/9/2026

DocuSigned by:

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Matthew Skaruppa

DATE: 1/9/2026

DUOLINGO, INC.

DocuSigned by:

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By: _____
Name: Stephen Chen
Title: General Counsel and Secretary

EXHIBIT A

GENERAL RELEASE OF CLAIMS

This General Release of Claims (“Release”) is entered into as of _____, 2026, between Matthew Skaruppa (“Executive”) and Duolingo, Inc., a Delaware corporation (the “Company”), effective as of the eighth (8th) day after the date of Executive’s signature hereto.

1. Executive’s Release of the Company. Executive understands that by agreeing to this Release, Executive is agreeing not to sue, or otherwise file any claim against, the Company or any of its directors, officers, employees, investors or other agents for any reason whatsoever based on anything that is the subject of this Release and that has occurred as of the date Executive signs this Release.

(a) On behalf of Executive and Executive’s heirs, assigns, executors, administrators, trusts, spouse and estate, Executive hereby releases and forever discharges the “Releasees” hereunder, consisting of the Company and each of its owners, affiliates, subsidiaries, predecessors, successors, assigns, agents, directors, officers, partners, employees, and insurers, and all persons acting by, through, under or in concert with them, or any of them, of and from any and all manner of action or actions, cause or causes of action, in law or in equity, suits, debts, liens, contracts, agreements, promises, liability, claims, demands, damages, loss, cost or expense, of any nature whatsoever, known or unknown, fixed or contingent (hereinafter called “Claims”), which Executive now has or may hereafter have against the Releasees, or any of them, by reason of any matter, cause, or thing whatsoever from the beginning of time to the date hereof, including, without limiting the generality of the foregoing, any Claims arising out of, based upon, or relating to Executive’s hire, employment, remuneration or termination by the Releasees, or any of them, Claims arising under federal, state, or local laws relating to employment, Claims of any kind that may be brought in any court or administrative agency, including any Claims arising under Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000, et seq.; Americans with Disabilities Act, as amended, 42 U.S.C. § 12101 et seq.; the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 701 et seq.; the Age Discrimination in Employment Act, as amended, 29 U.S.C. § 621, et seq.; Civil Rights Act of 1866, and Civil Rights Act of 1991; 42 U.S.C. § 1981, et seq.; Equal Pay Act, as amended, 29 U.S.C. § 206(d); regulations of the Office of Federal Contract Compliance, 41 C.F.R. Section 60, et seq.; the Family and Medical Leave Act, as amended, 29 U.S.C. § 2601 et seq.; the Fair Labor Standards Act of 1938, as amended, 29 U.S.C. § 201 et seq.; the Employee Retirement Income Security Act, as amended, 29 U.S.C. § 1001 et seq.; the Worker Adjustment and Retraining Notification Act, as amended, 29 U.S.C. § 2101 et seq.; the Pennsylvania Human Relations Act, 43 Pa. Stat. § 951 et seq., the Pennsylvania Wage Payment and Collection Law, 43 Pa. Stat. § 251 et seq., the Pennsylvania Equal Pay Law, 43 Pa. Stat. § 336.1 et seq., and the Pennsylvania Whistleblower Law, 43 Pa. Stat. § 1421 et seq. and any other federal, state or local laws of similar effect; the employment and civil rights laws of Pennsylvania; the employment and civil rights laws of Pennsylvania; Claims for breach of implied or express contract; Claims arising in tort, including, without limitation, Claims of wrongful dismissal or discharge, discrimination, harassment, retaliation, fraud, misrepresentation, defamation, libel, slander, infliction of emotional distress, violation of public policy, and/or breach of the implied covenant of good faith and fair dealing; and Claims for damages or other remedies of any sort, including, without limitation, compensatory damages, punitive damages, injunctive relief and attorney’s fees.

(b) Notwithstanding the generality of the foregoing, Executive does not release the following claims:

(i) Claims to enforce Executive's rights under the Transition and Separation Agreement entered into between the Company and Executive on [____], 2026 (the "Transition and Separation Agreement").

(ii) Claims for unemployment compensation or any state disability insurance benefits pursuant to the terms of applicable state law;

(iii) Claims for workers' compensation insurance benefits under the terms of any worker's compensation insurance policy or fund of the Company;

(iv) Claims to continued participation in certain of the Company's group benefit plans pursuant to the terms and conditions of COBRA;

(v) Claims to accrued but unpaid base salary, accrued but unpaid paid time off or any benefit entitlements vested as the date of Executive's employment termination, pursuant to written terms of any Company or affiliate employee benefit plan, program or policy, including to vested stock options;

(vi) Claims for indemnification under any indemnification agreement, the Company's Bylaws or other organizational documents, applicable directors' and officers' insurance coverage, or any other applicable law;

(vii) Executive's right to enforce the terms of this Agreement; and

(viii) Executive's right to bring to the attention of the Equal Employment Opportunity Commission claims of discrimination; *provided, however*, that Executive does release Executive's right to secure any damages for alleged discriminatory treatment.

(a) *Acknowledgement.* In accordance with the Older Workers Benefit Protection Act of 1990, Executive has been advised of the following:

(i) Executive should consult with an attorney before signing this Agreement;

(ii) Executive has been given at least twenty-one (21) days to consider this Agreement;

(iii) Executive has seven (7) days after signing this Agreement to revoke it. If Executive wishes to revoke this Agreement, Executive must deliver notice of Executive's revocation in writing, no later than 5:00 p.m. on the 7th day following Executive's execution of this Release to Stephen Chen, General Counsel, email: schen@duolingo.com. Executive understands that if Executive revokes this Release, it will be null and void in its entirety, and Executive will not be entitled to any payments or benefits provided in the Transition and Separation Agreement, other than as provided in Section 3 thereof.

2. Executive Representations. Executive warrants and represents that (a) Executive has not filed or authorized the filing of any complaints, charges or lawsuits against the Company or any of its affiliates with any governmental agency or court, and that if, unbeknownst to Executive, such a complaint, charge or lawsuit has been filed on Executive's behalf, Executive will immediately cause it to be withdrawn and dismissed, (b) Executive has been paid all compensation, wages, bonuses, commissions, and/or benefits to which Executive may be entitled and no other compensation, wages, bonuses, commissions and/or benefits are due to Executive, except as provided in Sections 4 of the Transition and Separation Agreement, (c) Executive has no known workplace injuries or occupational diseases and has been provided and/or has not been denied any leave requested under the Family and Medical Leave Act or any similar state law, (d) the execution, delivery and performance of this Release by Executive does not and will not conflict with, breach, violate or cause a default under any agreement, contract or instrument to which Executive is a party or any judgment, order or decree to which Executive is subject, and (e) upon the execution and delivery of this Release by the Company and Executive, this Release will be a valid and binding obligation of Executive, enforceable in accordance with its terms.

3. Maintaining Confidential Information. Executive reaffirms Executive's obligations under the Confidential Information Agreement (as defined in the Transition and Separation Agreement). Executive acknowledges and agrees that the payments and benefits provided in Section 4 of the Transition and Separation Agreement shall be subject to Executive's continued compliance with Executive's obligations under the Confidential Information Agreement.

4. Cooperation With the Company. Executive reaffirms Executive's obligations to cooperate with the Company pursuant to Section 17 of the Transition and Separation Agreement.

5. Severability. The provisions of this Release are severable. If any provision is held to be invalid or unenforceable, it shall not affect the validity or enforceability of any other provision.

6. Choice of Law. This Release shall in all respects be governed and construed in accordance with the laws of the Commonwealth of Pennsylvania, including all matters of construction, validity and performance, without regard to conflicts of law principles.

7. Integration Clause. This Release and the Transition and Separation Agreement contain the Parties' entire agreement with regard to the transition and separation of Executive's employment, and supersede and replace any prior agreements as to those matters, whether oral or written. This Release may not be changed or modified, in whole or in part, except by an instrument in writing signed by Executive and the Chief Executive Officer of the Company.

8. Execution in Counterparts. This Release may be executed in counterparts with the same force and effectiveness as though executed in a single document. Facsimile signatures shall have the same force and effectiveness as original signatures.

9. Intent to be Bound. The Parties have carefully read this Release in its entirety; fully understand and agree to its terms and provisions; and intend and agree that it is final and binding on all Parties.

[Signature page(s) follow]

IN WITNESS WHEREOF, the undersigned have caused this General Release of Claims to be duly executed and delivered as of the date indicated next to their respective signatures below.

DATE: _____

Matthew Skaruppa

DUOLINGO, INC.

DATE: _____

By: _____
Name:
Title:

Duolingo, Inc.
5900 Penn Avenue
Pittsburgh, PA 15206
Main Office: 412-567-6602

January 9, 2026

Gillian Munson

Employment Terms

Dear Gillian:

Duolingo, Inc., a Delaware corporation (the “Company”), is pleased to offer you employment in the exempt position of **Chief Financial Officer**, in which you will be responsible for such duties as are normally associated with such position or as otherwise determined by your supervisor to the extent not materially inconsistent with your title and/or role. This offer is contingent on you being legally eligible to work in the U.S. Your start date will be no later than **February 23, 2026** (the date you actually commence employment, the “Commencement Date”). You will report to **Luis von Ahn**, the Company’s CEO, and will be based in the Company’s **New York City** office with travel to our Pittsburgh headquarters regularly.

You will be paid a base salary at the annual rate of **\$800,000**, less payroll deductions and all required withholdings. Your salary will be payable in accordance with the Company’s standard payroll policies (subject to required tax withholding and other authorized deductions).

As an additional incentive to join the Company, subject to approval by the Board of Directors or its Compensation Committee, 30 days following the Commencement Date you will be granted under the Company’s 2021 Incentive Award Plan (the “Plan”) a number of restricted stock units (“RSUs”) determined by dividing \$14,000,000 by the average closing trading price of the Company’s common stock over the 30 trading days immediately preceding the date of grant. The RSUs will vest as to 25% of the total number of RSUs on February 15, 2027 and as to 1/16th of the total number of RSUs quarterly thereafter, in each case, subject to continued employment with the Company. The RSUs will otherwise be subject to the terms and conditions of the Plan and the Company’s standard form of restricted stock unit agreement.

Commencing in 2027 and each year thereafter, contemporaneously with annual equity awards made to other Company senior executives, you will receive market-level annual equity awards determined following the Compensation Committee’s review of similarly situated executives at a peer group of companies. Each such award is subject to your continued employment with the Company and currently expected to have a value of approximately \$4 million.

You shall be eligible to participate in the Company’s basic employment benefits generally available to all Company employees, as may exist now or in the future. You shall be

eligible to participate in all incentive, savings and retirement plans, practices, policies and programs maintained or sponsored by the Company from time to time for the benefit of its employees generally. You will be eligible for standard benefits, such as medical insurance, sick leave, vacations and holidays to the extent applicable generally to other employees of the Company. Details about these benefits will be provided and in Summary Plan Descriptions, which will be prepared by the Company and made available for your review in due course.

During your employment, you will be a full-time employee of the Company and will not engage in any other employment, consulting or other business activity that would create a conflict of interest with the Company. Notwithstanding the foregoing, you may, during your employment with the Company: (i) serve as Director for Phreesia, Inc.; and (ii) with the Company's written approval, serve on any boards of any entities that do not compete with the Company, in each case of (i) and (ii), as long as such activities do not interfere with the performance of your duties hereunder or otherwise conflict with the interests of the Company, in each case, as may be determined by the Board, in its sole discretion. As a condition of employment, you will be required to sign and comply with a Proprietary Information and Invention Assignment Agreement, a copy of which is attached hereto as Exhibit A, which, among other things, prohibits unauthorized use or disclosure of Company proprietary information, sign and return a satisfactory I-9 Immigration form providing sufficient documentation establishing your employment eligibility in the United States, and provide satisfactory proof of your identity as required by United States law. By signing below, you represent that, to the best of your knowledge, your performance of services to the Company will not violate any duty which you may have to any other person or entity (such as a present or former employer), including obligations concerning providing services (whether or not competitive) to others, confidentiality of proprietary information and assignment of inventions, ideas, patents or copyrights, and you agree that you will not do anything in the performance of services hereunder that would knowingly violate any such duty.

Notwithstanding any of the above, your employment with the Company is "at will." This means you may terminate your employment with the Company at any time and for any reason whatsoever simply by notifying the Company. Likewise, the Company may terminate your employment at any time and for any reason whatsoever, with or without cause or advance notice. The at-will nature of our employment relationship cannot be changed except in a writing signed by the Chief Executive Officer of the Company.

In connection with your commencement of employment, you will be entitled to enter into a Change in Control and Severance Agreement, substantially in the form attached as Exhibit B (the "Severance Agreement"). In addition, the indemnification agreement entered into between you and the Company (the "Indemnification Agreement") will remain in full force and effect while serving as the Company's Chief Financial Officer and thereafter to the extent provided therein.

If you accept this offer, this letter, collectively with the Proprietary Information and Invention Assignment Agreement, the Indemnification Agreement and the Severance Agreement, shall constitute the complete agreement between you and Company with respect to the terms and conditions of your employment. Any prior or contemporaneous representations (whether oral or written) not contained in this letter or the Proprietary Information and Invention

Assignment Agreement, Indemnification Agreement or Severance Agreement or contrary to those contained in this letter or the Proprietary Information and Invention Assignment Agreement, Indemnification Agreement or Severance Agreement that may have been made to you are expressly cancelled and superseded by this offer.

Please sign and date this letter, and return it to me by **January 10, 2026** if you wish to accept employment at the Company under the terms described above.

We look forward to your favorable reply and to a productive and enjoyable work relationship.

Sincerely,

DUOLINGO, INC.

By:



Luis von Ahn
President & Chief Executive Officer

Accepted by:

Gillian Munson

Signed by:

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Date: 1/9/2026

Exhibit A

Proprietary Information and Invention Assignment Agreement

PROPRIETARY INFORMATION AND
INVENTION ASSIGNMENT AGREEMENT

As a condition of my employment by Duolingo, Inc., a Delaware corporation, together with any of its successors or assigns (collectively, the “Company”), and in consideration of my entering into an employment relationship with the Company and my receipt of the compensation paid to me by the Company, I agree to the following:

1. Proprietary Information

(a) Company Information. I acknowledge and agree that during the term of my employment with the Company and thereafter I shall not use, except for the benefit of the Company, and shall not disclose to any third party any Proprietary Information (as defined below) except as necessary to perform my responsibilities for the Company and in each case pursuant to confidentiality agreements at least as protective of such information as this Agreement. “Proprietary Information” means any information that the Company treats or considers as proprietary or confidential, including Inventions, Third Party Information, Records (as each such term is defined below), research plans and results, unreleased products and services, supplier lists, customer lists, prices, costs and other financial information, market analyses, technical notebooks, manuals and documentation, development plans, marketing and business plans, agreements with third parties, budgets, human resources data, information regarding the skills and compensation of Company employees and contractors, and other non-public information regarding the Company available to me or developed by me during the term of my employment with the Company. I further acknowledge that as between the Company and me all Proprietary Information, and all improvements or modifications thereto, is and shall be owned exclusively by the Company.

(b) Former Employer Information. I represent that my performance of all provisions of this Agreement will not breach any agreement or other obligation to keep in confidence proprietary or confidential information known to me before or after the commencement of my employment with the Company. I will not disclose to the Company, use in the performance of my work for the Company, or induce the Company to use, any Inventions (as defined below), confidential or proprietary information, or other material belonging to any previous employer or to any other party in violation of any obligation of confidentiality to such party or in violation of such party’s proprietary rights.

(c) Third Party Information. I understand that the Company has received and in the future will receive confidential or proprietary information from third parties subject to a duty on the Company’s part to maintain the confidentiality of such information (“Third Party Information”) and to use it only for certain limited purposes. I agree to hold all such confidential or proprietary information in confidence and not to disclose it to any person, firm or corporation or to use it except as necessary in carrying out my work for the Company consistent with the Company’s agreement with such third party.

(d) Unauthorized Use or Disclosure. I shall promptly notify my supervisor or any officer of the Company if I learn of any possible unauthorized use or disclosure of Proprietary Information and shall cooperate fully with the Company to enforce its rights in such information.

2. Inventions

(a) **Definition of Inventions.** For purposes of this Agreement, “Inventions” means all inventions, methods, processes, works of authorship, ideas, concepts, know-how, and trade secrets, whether or not patentable or registrable under copyright or similar laws, including: software (in any form including source code and object code), algorithms, application programming interfaces (APIs), apparatus, circuit designs and assemblies, technical and business data, databases and data collections, designs, diagrams, documentation, Records, drawings, flow charts, formulae, gate arrays, materials, development plans, designs and brand elements, models, network configurations and architectures, photomasks, procedures, protocols, schematics, semiconductor devices, specifications, subroutines, techniques, test vectors, tools, user interfaces, developments and derivative works with respect to any of the foregoing, and any other forms of technology.

(b) **Assignment of Inventions.** I hereby assign to the Company, or its designee, all right, title and interest throughout the world in and to any and all Inventions that I conceive, make, or reduce to specific form or have conceived, have made, or have reduced to specific form, either alone or jointly with others, during the period of my employment by the Company (collectively, “Employment Inventions”).

(c) **Disclosure of Inventions.** I will promptly disclose to the Company all Employment Inventions.

(d) **Certain Prior Inventions.** The term “Prior Inventions” shall mean any Inventions which I have, alone or jointly with others, conceived, developed or reduced to specific form or caused to be conceived, developed or reduced to specific form prior to the commencement of my employment with the Company that relate to the current or planned conduct of the Company. To preclude any possible uncertainty over whether an Invention is a Prior Invention or an Invention that is assigned to the Company under Section 2(b), I have set forth on Exhibit A a complete list of all Prior Inventions that I consider to be in whole or in part owned by me or by a third party and that I wish to clarify are not assigned to the Company under Section 2(b) of this Agreement. If full disclosure of any such Prior Invention on Exhibit A would cause me to violate any prior confidentiality agreement with a former employer or other third party, I understand that I am to describe such Prior Invention in Exhibit A at the most specific level possible without violating any such prior confidentiality agreement. Without limiting my obligations under Section 1(b) or the representations under Section 3, if I use or have used a Prior Invention in the course of my employment or incorporate or have incorporated a Prior Invention in any product, service or other offering of the Company, I hereby grant Company a non-exclusive, royalty-free, perpetual and irrevocable, worldwide right to make, use, sell, import, reproduce, distribute, modify, display, perform and sublicense such Prior Invention for the purpose of developing, manufacturing, marketing, selling, supporting, and distributing Company products, services, and other Company offerings worldwide either directly or through multiple tiers of distribution.

(e) **Records.** I agree to keep and maintain adequate and current written records with respect to all Employment Inventions (“Records”). The records may be in the form of notes, sketches, drawings, flow charts, electronic data or recordings, notebooks, and any other format. The records will be available to and remain the sole property of the Company at all times.

(f) **Assistance.** I agree to take all actions requested by the Company and to otherwise cooperate with and assist the Company or its designee as necessary to obtain, perfect and enforce

the Company's rights in the Employment Inventions, including any proprietary rights relating thereto, in any and all countries, including the disclosure to the Company of all pertinent information and data with respect thereto, the execution of applications, specifications, oaths, assignments, recordations, and other instruments (collectively, "Instruments") which the Company shall deem necessary in order to apply for, obtain, perfect, maintain, enforce, license or transfer such rights and in order to assign and convey to the Company, its successors, assigns and designees the sole and exclusive right, title and interest in and to the Employment Inventions, including any proprietary rights relating thereto. I further agree that my obligation to cooperate with the Company and to execute Instruments as described in this section shall continue after the termination of my employment with the Company for any reason and that the Company shall compensate me at a reasonable rate for the time actually spent by me at the Company's request with respect to such cooperation after the termination of my employment. I hereby irrevocably designate and appoint the Company and its duly authorized officers and agents as my agent and attorney in fact, to act for and in my behalf to execute and file any Instruments and to do all other lawfully permitted acts to further the application for, registration, prosecution, perfection, issuance, maintenance or transfer of patents, copyrights, and other proprietary rights with the same legal force and effect as if originally executed by me, which designation the Company shall exercise if the Company is unable because of my mental or physical incapacity, unavailability, or other reason to secure my signature on any instrument as described in this section. I hereby waive and irrevocably assign to the Company any and all claims which I now or hereafter have for infringement of any and all proprietary rights assigned to the Company under this Agreement.

(g) Works for Hire. I acknowledge that all original works of authorship which are made by me or have been made by me (solely or jointly with others) within the scope of my employment with the Company and which are eligible for copyright protection are "works made for hire" as that term is defined in the United States Copyright Act (17 U.S.C., Section 101).

3. Representations and Covenants. I represent and warrant that: (a) I am not obligated under any consulting agreement, employment agreement, or other agreement or obligation that conflicts with, or would prevent me from fully performing my obligations under, this Agreement, including my obligation to assign all rights to all Employment Inventions to the Company pursuant to Section 2(b), and I shall not enter into any such agreement or obligation during the period of my employment by the Company; (b) there is no action, investigation, or proceeding pending or threatened, or any basis for any of the foregoing known to me, involving my prior employment, my prior work for third parties as an independent contractor, or my use of any information or Inventions of any former employer or third party; and (c) the performance of my duties under this Agreement and my duties as an employee of the Company will not breach, or constitute a default under, any agreement to which I am bound, including any agreement limiting the use or disclosure of proprietary information acquired prior to my employment with the Company.

4. Company Documents. I agree that, at the time of termination of my Relationship with the Company, I will deliver to the Company (and will not keep in my possession, reproduce or deliver to any third party) any and all Proprietary Information, Inventions, and other documents or property, or reproductions of any of the foregoing that belong to the Company. I further agree that any property situated on the Company's premises and owned by the Company, including disks and other storage media, filing cabinets or other work areas, is subject to inspection by Company personnel at any time with or without notice.

5. Notification to Other Parties. In the event that I leave the employ of the Company, I hereby consent to notification by the Company to my new employer or other party for whom I work about my rights and obligations under this agreement.

6. Restricted Activities. For the purposes of this Section 6, the term Company includes the Company and all other persons or entities that control, are controlled by or are under common control with the Company (“Affiliates”).

(a) Definitions. “**Any Capacity**” includes, without limitation, to (i) be an owner, founder, shareholder, partner, member, advisor, director, consultant, contractor, agent, employee, affiliate or co-venturer, (ii) otherwise invest, engage or participate in, (iii) be compensated by or (iv) prepare to be or do any of the foregoing or assist any third party to do so; provided, Any Capacity will not include being a holder of less than one percent (1%) of the outstanding equity of a public company. “**Business Partner**” means any past, present customer, vendor, supplier, distributor or other business partner of the Company with which I have contact and solicited the business or patronage of for the Company during my employment. “**Cause**” means to recruit, employ, retain or otherwise solicit, induce or influence (or to attempt to do so). “**Solicit**” means to (i) service, take orders from or solicit the business or patronage of any Business Partner for myself or any other person or entity, (ii) divert, entice or otherwise take away from the Company the business or patronage of any Business Partner, or to attempt to do so, or (iii) to solicit, induce or encourage any Business Partner to terminate or reduce its relationship with the Company.

(b) Acknowledgments. I acknowledge and agree that (i) the Company's business is highly competitive, secrecy of the Proprietary Information is of the utmost importance to the Company and I will learn and use Proprietary Information in performing my work for the Company and (ii) my position may require me to establish goodwill with Business Partners and employees on behalf of the Company and such goodwill is extremely important to the Company's success.

(c) As an Employee. During my employment with the Company, I will not directly or indirectly: (i) Cause any person to leave their employment with the Company (other than terminating subordinate employees in the course of my duties for the Company); (ii) Solicit any Business Partner; or (iii) act in Any Capacity in or with respect to any commercial activity which competes or is reasonably likely to compete with any business that the Company conducts, or demonstrably anticipates conducting, at any time during my employment (a “Competing Business”).

(d) After Termination. For the period of 12 months immediately following termination of my employment with the Company (for any or no reason, whether voluntary or involuntary), I will not directly or indirectly: (i) Cause any person to leave their employment with the Company; (ii) Solicit any Business Partner; or (iii) act in Any Capacity in or with respect to any Competing Business located within the State of Pennsylvania, the rest of the United States, or anywhere else in the world. The foregoing time frames shall be increased by the period of time from the commencement of any violation of the foregoing provisions until such time as I have cured such violation.

(e) Enforcement. I understand that the restrictions set forth in this Section 6 are intended to protect the Company's interest in its Proprietary Information and established relationships and goodwill with employees and Business Partners, and I agree that such restrictions are reasonable and appropriate for this purpose. If at any time any of the provisions of this Section 6 are deemed

invalid or unenforceable or are prohibited by the laws of the state or place where they are to be performed or enforced, by reason of being vague or unreasonable as to duration or geographic scope or scope of activities restricted, or for any other reason, such provisions shall be considered divisible and shall become and be immediately amended to include only such restrictions and to such extent as shall be deemed to be reasonable and enforceable by the court or other body having jurisdiction over this Agreement. The Company and I agree that the provisions of this Section 6, as so amended, shall be valid and binding as though any invalid or unenforceable provision had not been included.

7. Additional Activities. I agree that during the period of my employment by the Company I will not engage in any employment or business activity other than for the Company except as may be provided in a written agreement between me and an authorized officer of the Company.

8. Employment At Will. I understand and agree that my employment with the Company is at will. Accordingly, my employment can be terminated, without cause or notice, at my option or the Company's option. The at-will nature of my employment also means that I can be transferred or demoted, and my job title, compensation, benefits and other terms and conditions of employment can be reduced, without cause. I understand that the duration and other terms and conditions of my employment with the Company will be governed by this paragraph and that this paragraph constitutes the entire agreement, arrangement, and understanding between me and the Company on these subject matters and supersedes any prior or contemporaneous agreement, arrangement, and understanding on this subject matter. This at-will status of my employment relationship with the Company will remain in effect throughout my employment with the Company unless such status is modified by a written agreement signed by both an authorized officer of the Company and me which expressly alters such status.

9. General Provisions. The validity, interpretation, construction and performance of this agreement shall be governed by the laws of the Commonwealth of Pennsylvania. The term "including" and its variants when used herein mean "including." This Agreement sets forth the entire agreement and understanding between the Company and me relating to the subject matter herein and merges all prior discussions between us. No modification or amendment to this agreement, nor any waiver of any rights under this agreement, will be effective unless in writing signed by the party to be charged. Any subsequent change or changes in my duties, obligations, rights or compensation will not affect the validity or scope of this Agreement. If one or more of the provisions in this Agreement are deemed void by law, then the remaining provisions will continue in full force and effect. This Agreement will be binding upon my heirs, executors, administrators and other legal representatives and will be for the benefit of the Company, its successors, and its assigns. The provisions of this Agreement shall survive the termination of my employment with the Company for any reason and the assignment of this Agreement by the Company to any successor in interest or other assignee. **I acknowledge that, in executing this Agreement, I have had the opportunity to seek the advice of independent legal counsel and I have read and understood all of the terms and provisions of this Agreement. This Agreement shall not be construed against any party by reason of the drafting or preparation hereof.**

[Signature Page Follows]

The parties have executed this Agreement on the respective dates set forth below.

COMPANY

DUOLINGO, INC.

Signature:

By: Luis von Ahn

President & Chief Executive Officer

Date:

Address:
5900 Penn Avenue, 2nd floor
Pittsburgh, PA 15206

EMPLOYEE

Gillian Munson

Signature:

Date:

Address:

Exhibit A
Prior Inventions

No prior inventions

Yes, I have prior inventions. Additional sheets attached

Signature of Employee:

Gillian Munson

Date:

Exhibit B

Change in Control and Severance Agreement

DUOLINGO, INC.

CHANGE IN CONTROL AND SEVERANCE AGREEMENT

This Change in Control and Severance Agreement (the “*Agreement*”) is made and entered into by and between Gillian Munson (“*Executive*”) and Duolingo, Inc. (the “*Company*”) effective as of [February 23, 2026] (the “*Effective Date*”).

RECITALS

A. The Board of Directors of the Company (the “*Board*”) recognizes that the possibility of an acquisition of the Company or an involuntary termination can be a distraction to Executive and can cause Executive to consider alternative employment opportunities. The Board has determined that it is in the best interests of the Company and its stockholders to assure that the Company will have the continued dedication and objectivity of Executive, notwithstanding the possibility, threat or occurrence of such an event.

B. The Board believes that it is in the best interests of the Company and its stockholders to provide Executive with an incentive to continue Executive’s employment and to motivate Executive to maximize the value of the Company upon a Change in Control (as defined below) for the benefit of its stockholders.

C. The Board believes that it is imperative to provide Executive with severance benefits upon certain terminations of Executive’s service to the Company that enhance Executive’s financial security and provide incentive and encouragement to Executive to remain with the Company notwithstanding the possibility of such an event.

D. Unless otherwise defined herein, capitalized terms used in this Agreement are defined in Section 9 below.

The parties hereto agree as follows:

1. Term of Agreement. This Agreement shall become effective as of the Effective Date and terminate upon the date that all obligations of the parties hereto with respect to this Agreement have been satisfied.
2. At-Will Employment. The Company and Executive acknowledge that Executive’s employment is and shall continue to be “at-will,” as defined under applicable law. If Executive’s employment terminates for any reason, Executive shall not be entitled to any payments, benefits, damages, awards or compensation other than as provided by this Agreement.
3. Covered Termination Other Than During a Change in Control Period. If Executive experiences a Covered Termination other than during a Change in Control Period, and if Executive delivers to the Company a general release of all claims against the Company and its affiliates (a “*Release of Claims*”) in a form acceptable to the Company that becomes effective and irrevocable within sixty (60) days, or such shorter period of time specified by the Company, following such

Covered Termination, then in addition to any accrued but unpaid salary, bonus, benefits and expense reimbursement payable in accordance with applicable law, the Company shall provide Executive with the following:

(a) Severance. Executive shall be entitled to receive a severance payment equal to twelve (12) months of Executive's base salary at the rate in effect immediately prior to the Termination Date payable in a cash lump sum, less applicable withholdings, on the first payroll date following the date the Release of Claims becomes effective and irrevocable.

(b) Continued Healthcare. If Executive elects to receive continued healthcare coverage pursuant to the provisions of the Consolidated Omnibus Budget Reconciliation Act of 1985, as amended ("**COBRA**"), the Company shall directly pay, or reimburse Executive for, the premium for Executive and Executive's covered dependents during the period (the "**Non-CIC COBRA Period**") from the Termination Date through the earlier of (i) the twelve (12) month anniversary of the Termination Date and (ii) the date Executive and Executive's covered dependents, if any, become eligible for healthcare coverage under another employer's plan(s); *provided, however*, that if (1) any plan pursuant to which such benefits are provided is not, or ceases prior to the expiration of the continuation coverage period to be, exempt from the application of Section 409A of the Internal Revenue Code of 1986, as amended (the "**Code**"), under Treasury Regulation Section 1.409A-1(a)(5), (2) the Company is otherwise unable to continue to cover Executive or Executive's dependents under its group health plans, or (3) the Company cannot provide the benefit without violating applicable law (including, without limitation, Section 2716 of the Public Health Service Act), then, in any such case, an amount equal to each remaining Company subsidy shall thereafter be paid to Executive in substantially equal monthly installments over the Non-CIC COBRA Period (or remaining portion thereof). After the Company ceases to pay or reimburse premiums pursuant to the preceding sentence, Executive may, if eligible, elect to continue healthcare coverage at Executive's expense in accordance the provisions of COBRA.

4. Covered Termination During a Change in Control Period. If Executive experiences a Covered Termination during a Change in Control Period, and if Executive delivers a Release of Claims in a commercially reasonable form delivered to Executive by the Company within ten (10) days following the Termination Date that becomes effective and irrevocable within sixty (60) days, or such shorter period of time specified by the Company, following such Covered Termination, then in addition to any accrued but unpaid salary, bonus, benefits and expense reimbursement payable in accordance with applicable law, the Company shall provide Executive with the following:

(a) Severance. Executive shall be entitled to receive an amount equal to the sum of (i) twelve (12) months of Executive's annual base salary and (ii) a pro-rated portion of Executive's target annual bonus, if applicable, assuming achievement of performance goals at target, with pro-ration determined based on the number of days in the performance period that have lapsed as of the Termination Date, payable in a cash lump sum, less applicable withholdings, on the first payroll date following the date the Release of Claims becomes effective and irrevocable.

(b) Continued Healthcare. If Executive elects to receive continued healthcare coverage pursuant to the provisions of COBRA, the Company shall directly pay, or reimburse Executive for, the premium for Executive and Executive's covered dependents during the period (the "**CIC**

COBRA Period) from the Termination Date through the earlier of (i) the twelve (12) month anniversary of the Termination Date and (ii) the date Executive and Executive's covered dependents, if any, become eligible for healthcare coverage under another employer's plan(s)); *provided, however*, that if (1) any plan pursuant to which such benefits are provided is not, or ceases prior to the expiration of the continuation coverage period to be, exempt from the application of Section 409A of the Code under Treasury Regulation Section 1.409A-1(a)(5), (2) the Company is otherwise unable to continue to cover Executive or Executive's dependents under its group health plans, or (3) the Company cannot provide the benefit without violating applicable law (including, without limitation, Section 2716 of the Public Health Service Act), then, in any such case, an amount equal to each remaining Company subsidy shall thereafter be paid to Executive in substantially equal monthly installments over the CIC COBRA Period (or remaining portion thereof). After the Company ceases to pay or reimburse premiums pursuant to the preceding sentence, Executive may, if eligible, elect to continue healthcare coverage at Executive's expense in accordance the provisions of COBRA.

(c) **Equity Awards.** Except as otherwise provided in an individual equity award agreement, each outstanding and unvested equity award, including, without limitation, each stock option, restricted stock unit award and restricted stock award, held by Executive that vests based solely on continued services shall automatically become vested and, if applicable, exercisable and any forfeiture restrictions or rights of repurchase thereon shall immediately lapse, in each case, with respect to one hundred percent (100%) of that number of unvested shares underlying Executive's equity awards as of the Termination Date.

Notwithstanding anything in this Section 4 to the contrary, in the event the Company fails to deliver to Executive a commercially reasonable form of Release of Claims within ten (10) days following the Termination Date, the requirement to timely deliver a Release of Claims under this Section 4 shall be deemed satisfied.

5. **Certain Reductions.** Notwithstanding anything herein to the contrary, the Company shall reduce Executive's severance benefits under this Agreement, in whole or in part, by any other severance benefits, pay in lieu of notice, or other similar benefits payable to Executive by the Company in connection with Executive's termination, including but not limited to payments or benefits pursuant to (a) any applicable legal requirement, including, without limitation, the Worker Adjustment and Retraining Notification Act, or (b) any Company agreement, arrangement, policy or practice relating to Executive's termination of employment with the Company. The benefits provided under this Agreement are intended to satisfy, to the greatest extent possible, any and all statutory obligations that may arise out of Executive's termination of employment. Such reductions shall be applied on a retroactive basis, with severance benefits previously paid being recharacterized as payments pursuant to the Company's statutory obligation.

6. **Deemed Resignation.** Upon termination of Executive's employment for any reason, Executive shall be deemed to have resigned from all offices and directorships, if any, and then held with the Company or any of its affiliates, and, at the Company's request, Executive shall execute such documents as are necessary or desirable to effectuate such resignations.

7. **Other Terminations.** If Executive's service with the Company is terminated by the Company or by Executive for any or no reason other than as a Covered Termination, then

Executive shall not be entitled to any benefits hereunder other than accrued but unpaid salary, bonus and expense reimbursement in accordance with applicable law and to elect any continued healthcare coverage as may be required under COBRA or similar state law.

8. Limitation on Payments. Notwithstanding anything in this Agreement to the contrary, if any payment or distribution Executive would receive pursuant to this Agreement or otherwise (“**Payment**”) would (a) constitute a “parachute payment” within the meaning of Section 280G of the Code and (b) but for this sentence, be subject to the excise tax imposed by Section 4999 of the Code (the “**Excise Tax**”), then such Payment shall either be (i) delivered in full, or (ii) delivered as to such lesser extent which would result in no portion of such Payment being subject to the Excise Tax, whichever of the foregoing amounts, taking into account the applicable federal, state and local income taxes and the Excise Tax, results in the receipt by Executive on an after-tax basis, of the largest payment, notwithstanding that all or some portion the Payment may be taxable under Section 4999 of the Code. The accounting firm engaged by the Company for general audit purposes as of the day prior to the effective date of the Change in Control shall perform the foregoing calculations. The Company shall bear all expenses with respect to the determinations by such accounting firm required to be made hereunder. The accounting firm shall provide its calculations to the Company and Executive within fifteen (15) calendar days after the date on which Executive’s right to a Payment is triggered (if requested at that time by the Company or Executive) or such other time as requested by the Company or Executive. Any good faith determinations of the accounting firm made hereunder shall be final, binding and conclusive upon the Company and Executive. Any reduction in payments and/or benefits pursuant to this Section 8 will occur in the following order: (1) reduction of cash payments; (2) cancellation of accelerated vesting of equity awards other than stock options; (3) cancellation of accelerated vesting of stock options; and (4) reduction of other benefits payable to Executive.

9. Definition of Terms. The following terms referred to in this Agreement shall have the following meanings:

(a) Cause. “**Cause**” means (i) Executive’s willful, material breach of a material provision of a written agreement with the Company that remains uncured more than thirty (30) days after the Company’s delivery of written notice thereof to Executive, (ii) Executive’s conviction of, or plea of *nolo contendere* to, a felony or crime involving moral turpitude, (iii) Executive’s willful participation in a fraud, act of material dishonesty or misappropriation or similar conduct that causes material harm to the Company or (iv) Executive’s willful conduct that is materially injurious to the Company or its affiliates or subsidiaries, monetarily or otherwise. For the purposes hereof, conduct will not be considered “willful” unless it is done intentionally, without the good faith belief that such conduct was in the best interests of the Company or its affiliates or subsidiaries.

(b) Change in Control. “**Change in Control**” shall have the meaning ascribed to such term in the Company’s 2021 Incentive Award Plan.

(c) Change in Control Period. “**Change in Control Period**” means the period of time commencing three (3) months prior to a Change in Control and ending twelve (12) months following the Change in Control.

(d) Constructive Termination. “**Constructive Termination**” means Executive’s resignation from employment with the Company that is effective within one-hundred twenty (120) days after the occurrence, without Executive’s written consent, of any of the following: (i) a material diminution in Executive’s base compensation; (ii) a material diminution in Executive’s job responsibilities or duties inconsistent in any material respect with Executive’s position, authority or responsibilities in effect immediately prior to such change; (iii) Executive no longer reports directly to the Company’s Chief Executive Officer or the Board; (iv) other than as a result of a change in work from home orders, a relocation of Executive’s principal place of employment that increases Executive’s one-way commute by more than thirty-five (35) miles; or (v) the failure by any successor entity or corporation following a Change in Control to assume the obligations under this Agreement. Notwithstanding the foregoing, a resignation shall not constitute a “Constructive Termination” unless the condition giving rise to such resignation continues uncured by the Company more than thirty (30) days following Executive’s written notice of such condition provided to the Company within ninety (90) days of the first occurrence of such condition and such resignation is effective within thirty (30) days following the end of such notice period.

(e) Covered Termination. “**Covered Termination**” means Executive’s Constructive Termination or the termination of Executive’s employment by the Company other than for Cause.

(f) Termination Date. “**Termination Date**” means the date Executive experiences a Covered Termination.

10. Successors.

(a) Company’s Successors. Except as set forth above, any successor to the Company (whether direct or indirect and whether by purchase, merger, consolidation, liquidation or otherwise) to all or substantially all of the Company’s business and/or assets shall assume the obligations under this Agreement and agree expressly to perform the obligations under this Agreement in the same manner and to the same extent as the Company would be required to perform such obligations in the absence of a succession. For all purposes under this Agreement, the term “**Company**” shall include any successor to the Company’s business and/or assets which executes and delivers the assumption agreement described in this Section 10(a) or which becomes bound by the terms of this Agreement by operation of law.

(b) Executive’s Successors. The terms of this Agreement and all rights of Executive hereunder shall inure to the benefit of, and be enforceable by, Executive’s personal or legal representatives, executors, administrators, successors, heirs, distributees, devisees and legatees.

11. Notices. Notices and all other communications contemplated by this Agreement shall be in writing and shall be deemed to have been duly given when personally delivered or one day following mailing via Federal Express or similar overnight courier service. In the case of Executive, mailed notices shall be addressed to Executive at Executive’s home address that the Company has on file for Executive. In the case of the Company, mailed notices shall be addressed to its corporate headquarters, and all notices shall be directed to the attention of its Chief Executive Officer.

12. Confidentiality; Non-Disparagement.

(a) Confidentiality. Executive hereby expressly confirms Executive's continuing obligations to the Company pursuant to Executive's Proprietary Information and Invention Assignment Agreement with the Company (the "***Confidential Information Agreement***").

(b) Non-Disparagement. Executive agrees that Executive shall not disparage, criticize or defame the Company, its affiliates and their respective affiliates, directors, officers, agents, partners, stockholders or employees, either publicly or privately. The Company agrees that it shall not, and it shall instruct its officers and members of its Board to not, disparage, criticize or defame Executive, either publicly or privately. Nothing in this Section 12(b) shall have application to any evidence or testimony required by any court, arbitrator or government agency.

13. Dispute Resolution. To ensure the timely and economical resolution of disputes that arise in connection with this Agreement, Executive and the Company agree that any and all disputes, claims, or causes of action arising from or relating to the enforcement, breach, performance or interpretation of this Agreement, Executive's employment, or the termination of Executive's employment, shall be resolved to the fullest extent permitted by law by final, binding and confidential arbitration in Allegheny County, Pennsylvania through Judicial Arbitration & Mediation Services/Endispute ("***JAMS***") in conformity with the then-existing JAMS employment arbitration rules and Pennsylvania law. A link to the current JAMS employment arbitration rules follows: <https://www.jamsadr.com/rules-employment-arbitration/english>. **By agreeing to this arbitration procedure, both Executive and the Company waive the right to resolve any such dispute through a trial by jury or judge or administrative proceeding.** The arbitrator shall: (a) have the authority to compel adequate discovery for the resolution of the dispute and to award such relief as would otherwise be permitted by law; and (b) issue a written arbitration decision, to include the arbitrator's essential findings and conclusions and a statement of the award. The Company shall pay all JAMS's arbitration fees in excess of the amount of court fees that would be required if the dispute were decided in a court of law. Nothing in this Agreement is intended to prevent either Executive or the Company from obtaining injunctive relief in court to prevent irreparable harm pending the conclusion of any such arbitration. Notwithstanding the foregoing, Executive and the Company each have the right to resolve any issue or dispute over intellectual property rights by Court action instead of arbitration.

14. Miscellaneous Provisions.

(a) Section 409A.

(i) Separation from Service. Notwithstanding any provision to the contrary in this Agreement, no amount deemed deferred compensation subject to Section 409A of the Code shall be payable pursuant to Sections 3 or 4 above unless Executive's termination of employment constitutes a "separation from service" with the Company within the meaning of Section 409A of the Code and the Department of Treasury regulations and other guidance promulgated thereunder ("***Separation from Service***") and, except as provided under Section 14(a)(ii) of this Agreement, any such amount shall not be paid, or in the case of installments, commence payment, until the sixtieth (60th) day following Executive's Separation from Service. Any installment payments that would have been made to Executive during the sixty (60) day period immediately following

Executive's Separation from Service but for the preceding sentence shall be paid to Executive on the sixtieth (60th) day following Executive's Separation from Service and the remaining payments shall be made as provided in this Agreement.

(ii) Specified Employee. Notwithstanding any provision to the contrary in this Agreement, if Executive is deemed at the time of Executive's separation from service to be a "specified employee" for purposes of Section 409A(a)(2)(B)(i) of the Code, to the extent delayed commencement of any portion of the benefits to which Executive is entitled under this Agreement is required in order to avoid a prohibited distribution under Section 409A(a)(2)(B)(i) of the Code, such portion of Executive's benefits shall not be provided to Executive prior to the earlier of (A) the expiration of the six (6)-month period measured from the date of Executive's Separation from Service or (B) the date of Executive's death. Upon the first business day following the expiration of the applicable Code Section 409A(a)(2)(B)(i) period, all payments deferred pursuant to this Section 14(a)(ii) shall be paid in a lump sum to Executive, and any remaining payments due under this Agreement shall be paid as otherwise provided herein.

(iii) Expense Reimbursements. To the extent that any reimbursements payable pursuant to this Agreement are subject to the provisions of Section 409A of the Code, any such reimbursements payable to Executive pursuant to this Agreement shall be paid to Executive no later than December 31st of the year following the year in which the expense was incurred, the amount of expenses reimbursed in one year shall not affect the amount eligible for reimbursement in any subsequent year, and Executive's right to reimbursement under this Agreement will not be subject to liquidation or exchange for another benefit.

(iv) Installments. For purposes of Section 409A of the Code (including, without limitation, for purposes of Treasury Regulation Section 1.409A-2(b)(2)(iii)), Executive's right to receive any installment payments under this Agreement shall be treated as a right to receive a series of separate payments and, accordingly, each such installment payment shall at all times be considered a separate and distinct payment.

(b) Waiver. No provision of this Agreement shall be modified, waived or discharged unless the modification, waiver or discharge is agreed to in writing and signed by Executive and by an authorized officer of the Company (other than Executive). No waiver by either party of any breach of, or of compliance with, any condition or provision of this Agreement by the other party shall be considered a waiver of any other condition or provision or of the same condition or provision at another time.

(c) Whole Agreement. This Agreement and the Confidential Information Agreement represent the entire understanding of the parties hereto with respect to the subject matter hereof and supersede all prior promises, arrangements and understandings regarding same, whether written or written, including, without limitation, any severance or change in control benefits in Executive's offer letter agreement or employment agreement or previously approved by the Board.

(d) Choice of Law. The validity, interpretation, construction and performance of this Agreement shall be governed by the laws of the Commonwealth of Pennsylvania.

(e) Severability. The invalidity or unenforceability of any provision or provisions of this Agreement shall not affect the validity or enforceability of any other provision hereof, which shall remain in full force and effect.

(f) Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together will constitute one and the same instrument.

(Signature page follows)

IN WITNESS WHEREOF, each of the parties has executed this Change in Control and Severance Agreement, in the case of the Company by its duly authorized officer, as of the day and year set forth below.

DUOLINGO, INC.

By: _____

Title: _____

Date: _____

EXECUTIVE

Gillian Munson

Date: _____



DUOLINGO ANNOUNCES CFO TRANSITION

GILLIAN MUNSON, BOARD MEMBER & CHAIR OF AUDIT COMMITTEE, TO BECOME CFO

Pittsburgh, PA — January 12, 2026 - Duolingo, Inc. (NASDAQ: DUOL), the world's leading mobile learning platform, today announced Gillian Munson as Chief Financial Officer ("CFO"), effective February 23, 2026. Matt Skaruppa will step down after nearly six years with the company; he will remain CFO until Ms. Munson starts her new role, at which time he will assume an advisory role to help provide for a seamless transition.

"I want to thank Matt for all he's done for Duolingo," said Luis von Ahn, Duolingo's Co-Founder and CEO. "He's been an exceptional financial leader and built a world-class team that has shaped our trajectory as a public company, positioning Duolingo for long-term growth."

"Gillian steps into this role with a track record of strong financial leadership and a deep understanding of Duolingo," von Ahn said. "I look forward to partnering with her in this new capacity. I'm confident she is the right leader to help us capitalize on the opportunity ahead to bring education to billions of people."

Under Skaruppa's leadership, Duolingo executed a successful initial public offering and achieved six consecutive years of disciplined financial growth.

"Duolingo has been the most rewarding chapter of my career," Skaruppa said. "From taking Duolingo public, to scaling the business far beyond our IPO expectations, and building a finance organization that matches the creativity and excellence of the rest of the company, I'm proud of what we've accomplished together: sustainable growth, strong profitability, and a culture that never lost its sense of fun."

Munson assumes the CFO role after serving on the Duolingo Board of Directors since 2019 as Chair of the Audit, Risk and Compliance Committee. She was most recently the CFO of Vimeo and previously held CFO positions at Iora Health, Inc. and XO Group Inc., in addition to leadership positions at Union Square Ventures, Allen & Company, Symbol Technologies, and Morgan Stanley. She currently serves as Audit Chair and Board member at Phreesia (PHR).

"When Luis, Matt, and the Board approached me about the possibility of stepping into this role, it was an easy yes," Munson said. "Having worked closely with leadership as a Board member, I've developed deep respect for Duolingo's culture, operating discipline, and momentum. Few companies combine this level of engagement and impact with strong financial fundamentals, and I'm honored to step into the CFO role to help advance Duolingo's long-term mission to bring the best education to the world."

Company Provides Update on Fourth Quarter 2025

Today Duolingo also announced a preliminary update on operating metrics for the fourth quarter ending December 31, 2025. The Company's preliminary results show fourth quarter DAU growth of approximately 30% year over year and bookings at or slightly above the high end of its previously announced guidance range of \$329.5 million - 335.5 million.

Regarding the fourth quarter, Luis von Ahn remarked, "As we said in our third quarter 2025 shareholder letter, we're prioritizing teaching better and user growth, and we executed on that strategy in the fourth quarter. While I'm delighted with our preliminary fourth quarter metrics, we plan to continue to invest meaningfully in the product, even when it involves near-term tradeoffs. We are doing this because our long-term opportunity is to teach billions of people, and while we've made incredible progress, we remain early in our journey."

Forward-Looking Statements

This press release contains forward-looking statements within the meaning of the Private Securities Litigation Reform Act of 1995. We intend such forward-looking statements to be covered by the safe harbor provisions for forward-looking statements contained in Section 27A of the Securities Act of 1933, as amended (the "Securities Act") and Section 21E of the Securities Exchange Act of 1934, as amended (the "Exchange Act"). All statements other than statements of historical facts contained in this press release, including without limitation, statements regarding the Company's expected results for the quarter ended December 31, 2025 and planned business strategy are forward-looking statements. Such forward-looking statements are neither promises nor guarantees, but involve a number of known and unknown risks, uncertainties and assumptions that may cause the Company's actual results, performance or achievements to differ materially from those expressed or implied in the forward-looking statements due to various factors, including, but not limited to those important factors more fully detailed under the caption "Risk Factors" in the Company's Annual Report on Form 10-K for the fiscal year ended December 31, 2024, as any such factors may be updated from time to time in the Company's other filings with the Securities and Exchange Commission ("SEC"), accessible on the SEC's website at www.sec.gov and the Investor Relations section of the Company's website at investors.duolingo.com. All forward-looking statements speak only as of the date of this press release and, the Company disclaims any obligation to update such forward-looking statements unless required by applicable law.

About Duolingo

Duolingo is the leading mobile learning platform globally. Its flagship app has organically become the world's most popular way to learn languages and the top-grossing app in the Education category on both Google Play and the Apple App Store. With technology at the core of everything it does, Duolingo has consistently invested to provide learners a fun, engaging, and effective learning experience while remaining committed to its mission to develop the best education in the world and make it universally available.

Investors:

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