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): **July 8, 2024**

RESHAPE LIFESCIENCES INC.
(Exact name of registrant as specified in its charter)

Delaware	**1-37897**	**26-1828101**
(State or other jurisdiction of incorporation)	(Commission File Number)	(I.R.S. Employer Identification Number)

18 Technology Drive, Suite 110 **Irvine, CA**	**92618**
(Address of principal executive offices)	(Zip Code)

(949) 429-6680
(Registrant's telephone number, including area code)

Not applicable
(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 Class	**Trading Symbol**	**Name of Exchange on which Registered**
Common stock, $0.001 par value per share	RSLS	The Nasdaq Capital 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 1.01 Entry into a Material Definitive Agreement.

On July 8, 2024, ReShape Lifesciences Inc., a Delaware corporation ("ReShape"), Vyome Therapeutics, Inc., a Delaware corporation ("Vyome"), and Raider Lifesciences Inc., a Delaware corporation, and a direct, wholly owned subsidiary of ReShape ("Merger Sub"), entered into an Agreement and Plan of Merger (the "Merger Agreement"). Pursuant to the Merger Agreement, and subject to the satisfaction or waiver of the conditions specified therein, Merger Sub shall be merged with and into Vyome, with Vyome surviving as a subsidiary of ReShape (the "Merger").

Simultaneously with the execution of the Merger Agreement, ReShape entered into an Asset Purchase Agreement (the "Asset Purchase Agreement") with Ninjour Health International Limited, a company incorporated under the laws of the United Kingdom ("Ninjour"). Pursuant to the Asset Purchase Agreement, and subject to the satisfaction or waiver of the conditions specified therein, ReShape will sell substantially all of its assets (excluding cash) to Ninjour (or an affiliate thereof), and Ninjour will assume substantially all of ReShape's liabilities, for a purchase price of $5.16 million in cash, subject to adjustment based on ReShape's actual accounts receivable and accounts payable at the closing compared to such amounts as of March 31, 2024 (the "Asset Sale"). Ninjour is an affiliate of Biorad Medisys, Pvt. Ltd., which is party to a previously disclosed exclusive license agreement, dated September 19, 2023, with ReShape for ReShape's Obalon(R) Gastric Balloon System.

In connection with the transactions contemplated by the Merger Agreement and Asset Purchase Agreement, ReShape entered into an agreement with a majority of the holders of its outstanding series C convertible preferred stock (the "Series C Preferred Stock") pursuant to which the holders of the Series C Preferred Stock agreed, subject to and contingent upon the completion of the Merger and the Asset Sale, to reduce the liquidation preference of the Series C Preferred Stock from $26.2 million to the greater of (i) $1 million, (ii) 20% of the purchase price paid for the Asset Sale and (iii) the excess of ReShape's actual net cash at the effective time of the Merger over the minimum net cash required as a condition to the closing of the Merger as set forth in the Merger Agreement and described below (the "Series C Amendment"). Under the terms of the Series C Amendment, the Series C Preferred Stock would automatically terminate at the effective time of the Merger, except for the right to receive the reduced liquidation preference. The foregoing summary of the Series C Amendment is subject to, and qualified in its entirety by, the full text of the form of Series C Amendment, a copy of which is attached hereto as Exhibit 10.1 and is incorporated herein by reference.

Simultaneously with the execution of the Merger Agreement, ReShape, Vyome, Vyome's wholly-owned subsidiary Vyome Therapeutics Limited ("Vyome India") entered into agreements with certain existing accredited investors, pursuant to which the investors have agreed to purchase up to $7.3 million in securities of the Company, Vyome and Vyome India (the "Concurrent Financing"). As part of the Concurrent Financing, certain accredited investors have agreed to purchase up to $5.8 million in shares of common stock of the combined company immediately following completion of the Merger. The price per share for the common stock of the combined company will be calculated as a 30% discount to the agreed upon valuation of the combined company at the closing of the Merger. Simultaneously with the execution of the subscription agreements, Vyome entered into a securities purchase agreement with each investor pursuant to which Vyome issued to each investor a convertible promissory note in the principal amount equal to 5% of such investor's total agreed upon investment amount, which convertible notes will bear interest at 8% per annum and immediately prior to completion of the Merger will convert into a number of shares of common stock of the combined company equal to 100% of the outstanding principal and interest of the Note divided by the price per share of common stock to be purchased in the financing, as set forth above. ReShape and the investors are executing and delivering the subscription agreements in reliance upon the exemption from securities registration afforded by Section 4(a)(2) of the Securities Act of 1933, as amended, and contemporaneously with the sale of the shares of common stock will execute and deliver a registration rights agreement in substantially the form attached to the subscription agreement. The foregoing summary of the subscription agreement, including the form of registration rights agreement, is subject to, and qualified in its entirety by, the full text of the form of subscription agreement, including the form of registration rights agreement, a copy of which is attached hereto as Exhibit 10.2 and is incorporated herein by reference.

The board of directors of ReShape has unanimously approved the Merger Agreement, the Asset Purchase Agreement, the Series C Amendment, the Concurrent Financing and the transactions contemplated thereby.

Merger Agreement

Merger Consideration

At the effective time of the Merger (the "Effective Time"), each share of common stock, par value $0.001 per share, of Vyome ("Vyome Common Stock") and each share of preferred stock, par value $0.001 per share, of Vyome (together, "Vyome Shares") issued and outstanding immediately prior to the Effective Time (other than the shares that are owned by ReShape, Vyome, or Merger Sub and shares that will be subject to a put-call option agreement with certain stockholders of Vyome located in India) will be converted into the right to receive a number of fully paid and non-assessable shares of common stock of ReShape, $0.001 par value per share (a "ReShape Share") according to a ratio determined at least 10 calendar days prior to the ReShape Stockholders' Meeting that will result in the holders of such Vyome Shares, together with holders of Vyome securities convertible into Vyome Shares, owning 88.9% of the outstanding ReShape Shares on a fully-diluted basis immediately after the Effective Time, subject to adjustment based on ReShape's actual net cash as of the determination date compared to a target net cash amount of $5 million (such ratio, the "Exchange Ratio").

The Merger Agreement provides that, at the Effective Time, each outstanding warrant, stock option, restricted stock award, stock grant or other equity award to purchase capital stock of Vyome will be converted into warrants or equity awards to purchase a number of ReShape Shares equal to the number of shares of Vyome Common Stock issuable upon exercise of such Vyome warrant or equity award multiplied by the Exchange Ratio, with an exercise price, in the case of warrants and stock options, equal to the exercise price of such Vyome warrant or option divided by the Exchange Ratio. The exercise price and number of shares will be determined in a manner consistent with the requirements of Section 409A, and as applicable, Section 424(a) of the Internal Revenue Code, and the applicable regulations promulgated thereunder.

Governance

The Merger Agreement provides that as of the Effective Time, ReShape will be renamed Vyome Therapeutics, Inc. (the "Combined Company") and the board of directors of Vyome will consist of seven directors, of which six will be designated by Vyome and one will be designated by ReShape. The management team of the Combined Company will be designated by Vyome.

Conditions to the Merger

The consummation of the Merger is subject to customary closing conditions, including (i) approval of the issuance of ReShape Shares in connection with the Merger by the affirmative vote of the majority of ReShape Shares cast at the ReShape Shareholders' Meeting in favor of the issuance of ReShape Shares in connection with the Merger, (ii) the adoption of the Merger Agreement and the transactions contemplated thereby, including the Merger, by the requisite stockholders of Vyome, (iii) the absence of any law or order by any governmental entity in effect that seeks to enjoin, make illegal, delay or otherwise restrain or prohibits the consummation of the Merger, (iv) Nasdaq's approval of the ReShape Shares to be issued in the Merger being listed on Nasdaq, (v) Nasdaq's approval of the continued listing application for the Combined Company to maintain ReShape's Nasdaq listing, (vi) subject to certain materiality exceptions, the accuracy of certain representations and warranties of each of ReShape and Vyome contained in the Merger Agreement and the compliance by each party with the covenants contained in the Merger Agreement, (vii) the absence of a material adverse effect with respect to each of ReShape and Vyome, (viii) the registration statement registering the merger consideration becoming effective, (ix) completion of the Asset Sale immediately prior to the completion of the Merger, (x) completion of the transactions contemplated by the Series C Amendment, (xi) the agreements entered into in relation to the Concurrent Financing are in full force and effect, (xii) ReShape having net cash of at least $1,325,000 million at the closing of the Merger, if such closing occurs by July 31, 2024, with such amount being reduced by $175,000 on the first day of each month beginning on August 1, 2024, and (xiii) certain of ReShape's outstanding warrants must have been exercised or otherwise settled such that they are canceled are terminated prior to the effective time of the Merger.

Certain Other Terms of the Merger Agreement

ReShape, Vyome, and Merger Sub each made certain representations, warranties and covenants in the Merger Agreement, including, among other things, covenants by ReShape and Vyome to conduct their businesses in the ordinary

course during the period between the execution of the Merger Agreement and consummation of the Merger, to refrain from taking certain actions specified in the Merger Agreement and to use commercially reasonable efforts to cause the conditions of the Merger to be satisfied. Subject to certain exceptions, the Merger Agreement also requires each of Vyome and ReShape to call and hold stockholders' meetings and requires the board of directors of each of Vyome and ReShape to recommend approval of the transactions contemplated by the Merger Agreement.

ReShape and Vyome are restricted from soliciting any acquisition proposals, or engaging in any discussions related to such proposals, although each party may engage in discussions related to a superior proposal subject to certain conditions.

Each party's board of directors may change its recommendation to its stockholders in response to a superior proposal or an intervening event (each as defined in the Merger Agreement) (after giving the other party at least five business days' notice and an opportunity to negotiate an alternative transaction) or if the board of directors determines that the failure to take such action would constitute a breach of the directors' fiduciary duties under applicable law.

The Merger Agreement provides for certain termination rights for both ReShape and Vyome. If ReShape terminates the Merger Agreement as a result of (i) Vyome's breach of its representations, warranties or covenants, (ii) the Vyome board of directors not making a recommendation to its stockholders to approve the Merger or changing its recommendation that its stockholders approve the Merger, (iii) Vyome materially breaching its non-solicitation obligations under the Merger Agreement, (iv) the Concurrent Financing not being completed immediately after the effective time of the Merger or (v) any of the Vyome stockholders that Vyome agreed would sign support agreements not signing such agreements within one business day after the execution of the Merger Agreement, then Vyome will be obligated to pay ReShape a $1.0 million termination fee, except in the case of the Concurrent Financing, such termination fee will be payable only if the amount raised in the Concurrent Financing is less than $7 million. If Vyome terminates the Merger Agreement as a result of (i) ReShape's or Merger Sub's breach of its representations, warranties or covenants, (ii) the ReShape board of directors shall not make a recommendation to its stockholders to approve the Merger or changes its recommendation that its stockholders approve the Merger, (iii) ReShape materially breaches its non-solicitation obligations under the Merger Agreement (ix) ReShape does not meet the minimum net cash requirement described above, (v)ReShape is unable to close the Asset Sale, (vi) ReShape does not complete the transactions contemplated by the Series C Amendment immediately prior to the effective time of the Merger or (vii) the requisite ReShape warrants are not cancelled or terminated prior to the effective time of the Merger, then ReShape will be obligated to pay Vyome a $1.0 million termination fee.

The foregoing summary does not purport to be a complete description and is qualified in its entirety by reference to the full text of the Merger Agreement, which is attached hereto as Exhibit 2.1 and is incorporated herein by reference.

Voting Agreement

On July 8, 2024, following the execution of the Merger Agreement, ReShape entered into a Voting and Support Agreement (the "Voting Agreement") with certain stockholders of Vyome, which collectively own approximately 52% of the currently outstanding capital stock of Vyome. Pursuant to the Voting Agreement, such Vyome stockholders agreed, among other things, to vote their shares in favor of the adoption of the Merger Agreement and against any alternative proposal and against approval of any proposal made in opposition to, in competition with, or inconsistent with, the Merger Agreement, the Merger or any other transactions contemplated by the Merger Agreement. The foregoing summary of the Voting Agreement is subject to, and qualified in its entirety by, the full text of the form of Voting Agreement, a copy of which is attached hereto as Exhibit 10.3 and is incorporated herein by reference.

Asset Purchase Agreement

The Asset Purchase Agreement provides that ReShape will sell substantially all of its assets (including all intellectual property, inventory, contracts, accounts receivable, tangible property and regulatory information, but excluding cash) to Biorad and that Biorad will assume substantially all of ReShape's liabilities (including accounts payable, current liabilities, product liability claims and ReShape's lease for its Irvine, California facility) in exchange for a cash purchase price of $5.16 million, which will be adjusted upward or downward on a dollar-for-dollar basis based on the difference between ReShape's accounts receivable minus accounts payable at closing compared to ReShape's accounts receivable minus accounts payable on March 31, 2024.

The Asset Purchase Agreement includes customary representations and warranties by ReShape and Biorad and includes customary conditions to closing, including the required approval of a majority of the outstanding shares of commons stock of ReShape and that the Merger will be completed immediately after the closing of the Asset Sale, and customary termination provisions, but does not include a termination fee. The Asset Purchase Agreement also includes a provision regarding non-solicitation of alternative acquisition proposals similar to that described above in the Merger Agreement.

The foregoing summary does not purport to be a complete description and is qualified in its entirety by reference to the full text of the Asset Purchase Agreement, which is attached hereto as Exhibit 2.2 and is incorporated herein by reference.

The Merger Agreement and Asset Purchase Agreement have been attached as exhibits to this report to provide investors and security holders with information regarding their terms. They are not intended to provide any other factual information about ReShape or to modify or supplement any factual disclosures about ReShape in its public reports filed with the SEC. The Merger Agreement and Asset Purchase Agreement include representations, warranties and covenants of ReShape and the other parties thereto made solely for the purposes of the Merger Agreement or Asset Purchase Agreement, respectively, and which may be subject to important qualifications and limitations agreed to by ReShape and the other parties thereto in connection with the negotiated terms of the Merger Agreement and Asset Purchase Agreement, respectively. Moreover, some of those representations and warranties may not be accurate or complete as of any specified date, may be subject to certain disclosures between the parties and a contractual standard of materiality different from those generally applicable to ReShape's SEC filings. In addition, the representations and warranties were made for purposes of allocating risk among the parties to the Merger Agreement and Asset Purchase Agreement and should not be relied upon as establishing factual matters.

Additional Information

In connection with the proposed Merger and Asset Sale, ReShape plans to file with the Securities and Exchange Commission (the "SEC") and mail or otherwise provide to its stockholders a joint proxy statement/prospectus and other relevant documents in connection with the proposed Merger and Asset Sale. Before making a voting decision, ReShape's stockholders are urged to read the joint proxy statement/prospectus and any other documents filed by ReShape with the SEC in connection with the proposed Merger and Asset Sale or incorporated by reference therein carefully and in their entirety when they become available because they will contain important information about ReShape, Vyome and the proposed transactions. Investors and stockholders may obtain a free copy of these materials (when they are available) and other documents filed by ReShape with the SEC at the SEC's website at www.sec.gov, at ReShape's website at www.reshapelifesciences.com, or by sending a written request to ReShape at 18 Technology Drive, Suite 110, Irvine, California 92618, Attention: Corporate Secretary.

Participants in the Solicitation

This document does not constitute a solicitation of proxy, an offer to purchase or a solicitation of an offer to sell any securities of ReShape and its directors, executive officers and certain other members of management and employees may be deemed to be participants in soliciting proxies from its stockholders in connection with the proposed Merger and Asset Sale. Information regarding the persons who may, under the rules of the SEC, be considered to be participants in the solicitation of ReShape's stockholders in connection with the proposed Merger and Asset Sale will be set forth in joint proxy statement/prospectus if and when it is filed with the SEC by ReShape and Vyome. Security holders may obtain information regarding the names, affiliations and interests of ReShape's directors and officers in ReShape's Annual Report on Form 10-K for the fiscal year ended December 31, 2023, which was filed with the SEC on April 1, 2024. To the extent the holdings of ReShape securities by ReShape's directors and executive officers have changed since the amounts set forth in ReShape's proxy statement for its most recent annual meeting of stockholders, such changes have been or will be reflected on Statements of Change in Ownership on Form 4 filed with the SEC. Additional information regarding these individuals and any direct or indirect interests they may have in the proposed Merger and Asset Sale will be set forth in the joint proxy statement/prospectus when and if it is filed with the SEC in connection with the proposed Merger and Asset Sale, at ReShape's website at www.reshapelifesciences.com.

Forward-Looking Statements

Certain statements contained in this filing may be considered forward-looking statements within the meaning of the Private Securities Litigation Reform Act of 1995, including statements regarding the Merger and Asset Sale and the ability to consummate the Merger and Asset Sale. These forward-looking statements generally include statements that are predictive in nature and depend upon or refer to future events or conditions, and include words such as "believes," "plans," "anticipates," "projects," "estimates," "expects," "intends," "strategy," "future," "opportunity," "may," "will," "should," "could," "potential," or similar expressions. Statements that are not historical facts are forward-looking statements. Forward-looking statements are based on current beliefs and assumptions that are subject to risks and uncertainties. Forward-looking statements speak only as of the date they are made, and ReShape undertakes no obligation to update any of them publicly in light of new information or future events. Actual results could differ materially from those contained in any forward-looking statement as a result of various factors, including, without limitation: (1) ReShape may be unable to obtain stockholder approval as required for the proposed Merger and Asset Sale; (2) conditions to the closing of the Merger or Asset Sale may not be satisfied; (3) the Merger and Asset Sale may involve unexpected costs, liabilities or delays; (4) ReShape's business may suffer as a result of uncertainty surrounding the Merger and Asset Sale; (5) the outcome of any legal proceedings related to the Merger or Asset Sale; (6) ReShape may be adversely affected by other economic, business, and/or competitive factors; (7) the occurrence of any event, change or other circumstances that could give rise to the termination of the Merger Agreement or Asset Purchase Agreement; (8) the effect of the announcement of the Merger and Asset Purchase Agreement on the ability of ReShape to retain key personnel and maintain relationships with customers, suppliers and others with whom ReShape does business, or on ReShape's operating results and business generally; and (9) other risks to consummation of the Merger and Asset Sale, including the risk that the Merger and Asset Sale will not be consummated within the expected time period or at all. Additional factors that may affect the future results of ReShape are set forth in its filings with the SEC, including ReShape's most recently filed Annual Report on Form 10-K, subsequent Quarterly Reports on Form 10-Q, Current Reports on Form 8-K and other filings with the SEC, which are available on the SEC's website at www.sec.gov, specifically under the heading "Risk Factors." The risks and uncertainties described above and in ReShape's most recent Annual Report on Form 10-K are not exclusive and further information concerning ReShape and its business, including factors that potentially could materially affect its business, financial condition or operating results, may emerge from time to time. Readers are urged to consider these factors carefully in evaluating these forward-looking statements, and not to place undue reliance on any forward-looking statements. Readers should also carefully review the risk factors described in other documents that ReShape files from time to time with the SEC. The forward-looking statements in these materials speak only as of the date of these materials. Except as required by law, ReShape assumes no obligation to update or revise these forward-looking statements for any reason, even if new information becomes available in the future.

Item 3.02 Unregistered Sales of Equity Securities.

The information in Item 1.01 with respect to the offer and sale of the shares of the combined company forming part of the Concurrent Financing above is incorporated herein by reference. The securities described in Item 1.01 above were offered in a private placement pursuant to an applicable exemption from the registration requirements of the Securities Act and have not been registered under the Securities Act, and may not be offered or sold in the United States absent registration with the Securities and Exchange Commission or an applicable exemption from such registration requirements. The securities were offered only to accredited investors.

This report shall not constitute an offer to sell or a solicitation of an offer to buy nor shall there be any sale of these securities in any state or jurisdiction in which such offer, solicitation or sale would be unlawful prior to the registration or qualification under the securities laws of any such state or jurisdiction.

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

On July 8, 2024, ReShape and Paul F. Hickey, the Company's President and Chief Executive Officer, entered into an amendment to Mr. Hickey's employment agreement (the "Amendment to Employment Agreement") in order to (i) increase Mr. Hickey's severance in the event of a termination without cause or with good reason from 12 months to 18 months of base salary and (ii) provide for the award of fully vested, unrestricted shares of common stock of ReShape equal to 4% of the fully diluted shares of ReShape (with the timing of such award to be finally determined by the Compensation Committee), which is in lieu of the award of a stock option for a number of shares equal to 4% of the

fully diluted shares of ReShape that was contemplated by the original employment agreement, but never granted. The foregoing summary of the Amendment to Employment Agreement is subject to, and qualified in its entirety by, the full text of the Amendment to Employment Agreement, a copy of which is attached hereto as Exhibit 10.4 and is incorporated herein by reference.

Item 7.01 Regulation FD Disclosure.

On July 9, 2024, ReShape issued a press release announcing the Merger Agreement, the Asset Purchase Agreement and the transactions contemplated thereby, which is attached hereto as Exhibit 99.1 and incorporated herein by reference.

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits.

Exhibit No.	Description
2.1	Agreement and Plan of Merger, dated as of July 8, 2024, by and among ReShape Lifesciences Inc., Vyome Therapeutics, Inc., and Raider Lifesciences Inc.*
2.2	Asset Purchase Agreement, dated as of July 8, 2024, by and between ReShape Lifesciences Inc. and Ninjour Health International Limited*
10.1	Agreement to Amend Series C Convertible Preferred Stock, dated as of July 8, 2024, by and among ReShape Lifesciences Inc. and holders of Series C Convertible Preferred Stock
10.2	Form of Subscription Agreement by and between ReShape Lifesciences Inc. and the investors party thereto
10.3	Form of Voting and Support Agreement by and among ReShape Lifesciences Inc. and certain stockholders of Vyome Therapeutics, Inc.
10.4	Amendment to Employment Agreement, dated July 8, 2024, by and between ReShape Lifesciences Inc. and Paul F. Hickey
99.1	Press release dated July 9, 2024
104	Cover Page Interactive Data File (embedded with inline XBRL document)

* The schedules to the Agreement and Plan of Merger and Asset Purchase Agreement have been omitted from this filing pursuant to Item 601(b)(2) of Regulation S-K. ReShape will furnish copies of any such schedules to the SEC upon request.

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.

RESHAPE LIFESCIENCES INC.

By: /s/ Paul F. Hickey
Paul F. Hickey
Chief Executive Officer

Dated: July 9, 2024

Exhibit 2.1

AGREEMENT AND PLAN OF MERGER

by and among

RESHAPE LIFESCIENCES INC.,

RAIDER LIFESCIENCES INC.,

and

VYOME THERAPEUTICS, INC.

Dated July 8, 2024

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AGREEMENT AND PLAN OF MERGER

This AGREEMENT AND PLAN OF MERGER (this "Agreement") is dated July 8, 2024, by and among ReShape Lifesciences Inc., a Delaware corporation ("ReShape"), Raider Lifesciences Inc., a Delaware corporation and wholly-owned subsidiary of ReShape ("Merger Sub"), and Vyome Therapeutics, Inc., a Delaware corporation ("Vyome"). Capitalized terms used and not otherwise defined herein have the meanings set forth in ARTICLE 1 below.

WHEREAS, the ReShape Board and Vyome Board have determined that a business combination between ReShape and Vyome presents the opportunity for their respective companies to achieve long-term financial and strategic benefits and accordingly have determined to effect a business combination upon the terms and conditions set forth in this Agreement.

WHEREAS, the ReShape Board and Vyome Board propose to effect such business combination pursuant to which Merger Sub will merge with and into Vyome, with Vyome surviving as a wholly-owned subsidiary of ReShape, and pursuant to which each share of Vyome Common Stock and Vyome Preferred Stock outstanding at the Effective Time will be converted into the right to receive ReShape Shares as more fully provided in this Agreement.

WHEREAS, the Vyome Board has determined that the Merger and the transactions contemplated by this Agreement are advisable and in the best interests of Vyome Stockholders and, by resolutions duly adopted, has approved and adopted this Agreement and resolved to recommend that Vyome Stockholders adopt this Agreement and approve the transactions contemplated by this Agreement, including the Merger (the "Vyome Recommendation").

WHEREAS, the ReShape Board has determined that this Agreement and the other transactions contemplated by this Agreement, pursuant to which the ReShape Stockholders would have a continuing equity interest in the combined businesses through the continued ownership of ReShape Shares, are advisable and in the best interests of ReShape and the ReShape Stockholders and, by resolutions duly adopted, has approved and adopted this Agreement and, effective as of the Effective Time, the amendment and restatement of ReShape's certificate of incorporation and resolved to recommend that the ReShape Stockholders (i) approve the issuance of shares in connection with the Merger and (ii) authorize the ReShape Board to amend ReShape's certificate of incorporation, as amended, to approve such proposals as may be required to effect the transactions contemplated by this Agreement (collectively, the "ReShape Recommendation").

WHEREAS, the board of directors of Merger Sub by resolutions duly adopted, has approved and adopted this Agreement.

WHEREAS, following the execution and delivery of this Agreement, it is anticipated that the stockholders of Vyome set forth on Schedule 1 (the "Vyome Support Agreement Parties") will execute and deliver a Support Agreement, in substantially the form attached as Exhibit A (the "Vyome Support Agreement").

WHEREAS, concurrently with the execution and delivery of this Agreement, each of the parties set forth on Schedule 2 has executed and delivered a lock-up agreement in substantially the form attached hereto as Exhibit B (the "Lock-Up Agreements").

WHEREAS, concurrently with the execution and delivery of this Agreement, ReShape, Vyome, Vyome India and certain accredited investors have entered into agreements (the "Concurrent Financing Agreements") pursuant to which each such accredited investor has agreed to purchase securities of

Vyome, Vyome India and ReShape in the amount and on the terms and conditions set forth in the Concurrent Financing Agreements (the "Concurrent Financing"), which Concurrent Financing Agreements also provides for the closing of the sale of ReShape securities immediately following the Effective Time.

WHEREAS, concurrently with the execution and delivery of this Agreement, ReShape and the requisite holders of ReShape Series C Preferred Stock have executed a definitive agreement (the "ReShape Series C Amendment Agreement") to amend the terms of the ReShape Series C Preferred Stock on the terms and conditions set forth therein, subject to and effective immediately prior to the Effective Time.

WHEREAS, for U.S. federal income tax purposes, it is intended that the Merger shall qualify as a reorganization within the meaning of Section 368(a) of the Code, and that this Agreement is intended to be, and by being signed by ReShape, Merger Sub, and Vyome is, adopted as a plan of reorganization within the meaning of Section 368(a) of the Code.

WHEREAS, Vyome is proposing to enter into the following option agreements on or before the Closing Date (collectively, the "Option Agreements")

(i) Option Agreement with ReShape, Vyome Therapeutics Limited, a wholly-owned subsidiary of Vyome ("Vyome India") and the stockholders of Vyome India (such stockholders, the "VTL Indian Stockholders"), and pursuant to which the VTL Indian Stockholders will continue to hold their shares of common stock of Vyome India ("VTL Option Agreement Shares") and have a right to receive shares of ReShape after the Closing; and

(ii) Option Agreement with ReShape, Vyome and the stockholders of Vyome (such stockholders, the "VTI Indian Stockholders"), and pursuant to which the VTI Indian Stockholders will continue to hold their shares of Vyome Common Stock ("VTI Option Agreement Shares" and together with the VTL Option Agreement Shares, the "Option Agreement Shares") and have a right to receive shares of ReShape after the Closing,

NOW, THEREFORE, in consideration of the premises, representations and warranties and mutual covenants contained herein and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and intending to be legally bound, the parties agree as follows:

ARTICLE 1

DEFINITIONS

1.01 (a) Definitions. For purposes hereof, the following terms, when used herein with initial capital letters, shall have the respective meanings set forth herein:

"Acquisition Proposal" shall mean, with respect to ReShape or Vyome, other than the transactions contemplated by this Agreement and, with respect to ReShape, other than the ReShape Asset Sale, any proposal, offer or inquiry, whether or not in writing, for any transaction or series of transactions involving the (i) direct or indirect acquisition or purchase of a business or assets that constitutes twenty percent (20%) or more of the consolidated net revenues, net income or the assets (based on the fair market value thereof) of such party and its Subsidiaries, taken as a whole, (ii) direct or indirect acquisition or purchase of twenty percent (20%) or more of any class of equity securities or capital stock of such party or any of its Subsidiaries whose business constitutes twenty percent (20%) or more of the consolidated net revenues, net income or assets of such party and its Subsidiaries, taken as a whole, or (iii) merger, consolidation, restructuring, transfer of assets or other business combination, sale of shares of capital stock, tender offer, share exchange, exchange offer, recapitalization, stock repurchase program or other similar transaction involving such party or any of its Subsidiaries whose business constitutes twenty percent (20%) or more of the consolidated net revenues, net income or assets of such party and its Subsidiaries, taken as a whole.

"Action" means any pending or threatened claim, demand, notice, action, suit, arbitration, proceeding or investigation.

"Affiliate" of any particular Person means any other Person controlling, controlled by or under common control with such particular Person. For the purposes of this definition, "controlling," "controlled" and "control" means the possession, directly or indirectly, of the power to direct the management and policies of a Person whether through the ownership of voting securities, contract or otherwise.

"Business Day" means any day that is not a Saturday, a Sunday or a day which banks are required or permitted to be closed in the United States.

"Capital Leases" means all obligations for capital leases (determined in accordance with GAAP).

"CERCLA" means the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended.

"Code" means the Internal Revenue Code of 1986, as amended.

"Confidentiality Agreement" means that certain mutual confidentiality agreement between ReShape and Vyome dated as of December 20, 2023.

"Contract" means any written, oral or other agreement, contract, subcontract, lease, binding understanding, obligation, promise, instrument, indenture, mortgage, note, option, warranty, purchase order, license, sublicense, commitment or undertaking of any nature, which, in each case, is legally binding upon a party or on any of its Affiliates.

"Determination Date" means the date that is 10 calendar days prior to the anticipated date for the Closing Date, as agreed upon by ReShape and Vyome at least 10 calendar days prior to the ReShape Stockholders' Meeting.

"DGCL" means the Delaware General Corporation Law.

"Environmental Laws" means to the extent applicable to the conduct of a party's business as of the date hereof, all federal, state, provincial, municipal, local and foreign Laws, statutes, regulations, ordinances and by-laws that have the force or effect of law, and all judicial and administrative orders and determinations that are binding upon a party, and all policies, practices and guidelines of a Governmental Body that have, or are determined to have, the force of law, concerning pollution or protection of the environment, including all those relating to the generation, handling, transportation, treatment, storage, disposal, distribution, labeling, discharge, release, threatened release, control, or cleanup of any Hazardous Substances, as such of the foregoing are promulgated and in effect on or prior to the Closing Date and all authorizations, licenses and permits issued or required to be issued thereunder.

"ERISA" means the Employee Retirement Income Security Act of 1974, as amended, or any successor federal statute thereto and the rules and regulations promulgated thereunder.

"ERISA Affiliate" means any trade or business (whether or not incorporated) which is, or has been, under common control, or treated as a single employer, with a party under Sections 414(b), (c), (m) or (o) of the Code.

"Exchange Act" means the Securities Exchange Act of 1934, as amended, and the rules and regulations of the SEC promulgated thereunder.

"Exchange Ratio" means the ratio (calculated to the nearest 1/10,000 of share) obtained by dividing (a) the Vyome Merger Shares by (b) the Total Vyome Outstanding Shares.

"FDA" means the U.S. Food and Drug Administration.

"FDA Fraud Policy" means the "Fraud, Untrue Statements of Material Facts, Bribery, and Illegal Gratuities" Final Policy set forth in 56 Fed. Reg. 46,191 (September 10, 1991) and any amendments thereto.

"GAAP" means United States generally accepted accounting principles as in effect on the date hereof, applied in a manner consistent with a party's past practice.

"Governmental Body" means any federal, state, provincial, local, municipal, foreign or other government or quasi-governmental authority or any department, minister, agency, commission, commissioner, board, subdivision, bureau, agency, instrumentality, court or other tribunal of any of the foregoing.

"Hazardous Substance" means petroleum or any hazardous substance as defined in CERCLA or any waste, material or substance that is regulated, defined, designated or otherwise determined to be dangerous, hazardous, radioactive, explosive, toxic or a pollutant or contaminant under or pursuant to any Environmental Law.

"Healthcare Laws" means, to the extent applicable to the conduct of a party's business as of the date hereof, the Food, Drug, and Cosmetic Act, Medicare (Title XVIII of the Social Security Act) and Medicaid (Title XIX of the Social Security Act), the federal Anti-Kickback Statute (42 U.S.C. § 1320a-7b(b)), the Stark Anti-Self-Referral Law (42 U.S.C. §§ 1395nn), the Anti-Inducement Law (42 U.S.C. § 1320a-7a(a)(5)), the civil False Claims Act (31 U.S.C. §§ 3729 et seq.), the administrative False Claims Law (42 U.S.C. § 1320a-7b(a)), the Health Insurance Portability and Accountability Act of 1996 (42 U.S.C. § 1320d et seq.), as amended by the Health Information Technology for Economic and Clinical Health Act (42 U.S.C. §§ 17921 et seq.) and the exclusion laws (42 U.S.C. § 1320a-7), all regulations or guidance promulgated pursuant to such Laws, and any other federal, or state Law that regulates the design, development, testing, studying, manufacturing, processing, storing, importing or exporting, licensing, labeling or packaging, advertising, distributing or marketing medical device products, or that is related to kickbacks, patient or program charges, recordkeeping, claims process, documentation requirements, medical necessity, referrals, the hiring of employees or acquisition of services or supplies from those who have been excluded from government health care programs, quality, safety, privacy, security, licensure, accreditation or any other aspect of providing health care services.

"Indebtedness" means, with respect to any Person, without duplication: (a) the principal, accreted value, accrued and unpaid interest, fees and prepayment premiums or penalties, unpaid fees or expenses and other monetary obligations in respect of (i) indebtedness of such Person for borrowed money and (ii) indebtedness evidenced by notes, debentures, bonds, or other similar instruments for the payment of which such Person is liable; (b) all obligations of such Person issued or assumed as the deferred purchase price of property (other than trade payables or accruals incurred in the ordinary course of business); (c) all obligations of such Person for the reimbursement of any obligor on any letter of credit, banker's acceptance or similar credit transaction; (d) all obligations of such Person under Capital Leases; (e) all obligations of the type referred to in clauses (a) through (d) of any Persons for the payment of which such Person is responsible or liable, directly or indirectly, as obligor, guarantor, surety or otherwise, including guarantees of such obligations (but solely to the extent of such responsibility or liability); and (f) all obligations of the type referred to in clauses (a) though (e) of other Persons secured by (or for which the holder of such obligations has an existing right, contingent or otherwise, to be secured by) any Lien on

any property or asset of such Person (whether or not such obligation is assumed by such Person); provided, that if such Person has not assumed such obligations, then the amount of Indebtedness of such Person for purposes of this clause (f) shall be equal to the lesser of the amount of the obligations of the holder of such obligations and the fair market value of the assets of such Person which secure such obligations.

"Intellectual Property" means all intellectual property and industrial rights including those arising from or in respect of the following: (i) all patents and applications therefor, including continuations, divisionals, continuations-in-part, or reissues of patent applications and patents issuing thereon, (ii) all trademarks, service marks, trade names, service names, brand names and trade dress rights, and all applications, registrations and renewals thereof, (iii) copyrights and registrations and applications therefor, works of authorship and mask work rights, (iv) trade secrets and (v) all other intellectual property rights arising from or relating to Technology.

"Intervening Event" means, with respect to ReShape, any material event or development or material change in circumstances first occurring, arising or coming to the attention of the board of directors of such party after the date of this Agreement to the extent that such event, development or change in circumstances (i) was neither known by such party nor reasonably foreseeable by such party as of or prior to the date of this Agreement and (ii) does not relate to an Acquisition Proposal; provided, however, that in no event shall the changes in the market price or trading volume of the ReShape Shares or the fact that such party meets or exceeds internal or published projections, forecasts or revenue or earnings predictions for any period be considered an Intervening Event; provided, further, however, that the underlying causes of such change or fact shall not be excluded by this clause.

"Knowledge" of a party (or words of similar import) means, (i) with respect to ReShape, the actual knowledge of the individuals listed on Schedule 3 (without, for the avoidance of doubt, any duty or obligation to make any investigations), and (ii) with respect to Vyome, the actual knowledge of the individuals listed on Schedule 3 (without, for the avoidance of doubt, any duty or obligation to make any investigations).

"Law" means any foreign or U.S., federal, state or local law (including common law), treaty, statute, code, order, ordinance, Permit, rule, regulation, guidance document or other requirement issued, enacted, adopted, promulgated, implemented or otherwise put into effect by or under the authority of any Governmental Body, including any Environmental Law.

"Liability" means, with respect to any Person, any liability or obligation of that Person of any kind, character or description, whether known or unknown, absolute or contingent, accrued or unaccrued, asserted or unasserted, disputed or undisputed, liquidated or unliquidated, secured or unsecured, joint or several, due or to become due, vested or unvested, executory, determined, determinable or otherwise, and whether or not the same is required to be accrued on the financial statements of that Person in accordance with GAAP.

"Liens" means any lien, mortgage, security interest, pledge, encumbrance, deed of trust, security interest, claim, lease, charge, option, preemptive right, right of first refusal, subscription right, easement, servitude, proxy, voting trust or agreement, transfer restriction under any stockholder or similar agreement, encumbrance or restriction.

"Material Adverse Effect" means any change, effect, event, circumstance, occurrence, state of facts or development that has, or would reasonably be expected to have, individually or in the aggregate, a material adverse effect on (a) the business, assets, liabilities, financial condition or results of operations of ReShape or Vyome and its respective Subsidiaries, taken as a whole, or (b) the ability of a party to

consummate the transactions contemplated hereby, other than, in the case of clause (a), any change, effect, event, circumstance, occurrence, state of facts or development related to or resulting from (i) general business or economic conditions affecting the industry in which such party operates, to the extent such change or effect does not disproportionately affect such party relative to other industry participants; (ii) any natural disaster, epidemic or pandemic (including COVID-19), or national or international political or social conditions, including the engagement by the United States in hostilities or the escalation thereof, whether or not pursuant to the declaration of a national emergency or war, or the occurrence or the escalation of any military or terrorist attack upon the United States, or any of its territories, possessions, or diplomatic or consular offices or upon any military installation, equipment or personnel of the United States, to the extent such change or effect does not disproportionately affect such party relative to other industry participants; (iii) financial, banking, or securities markets (including any disruption thereof and any decline in the price of any security or any market index), to the extent such change or effect does not disproportionately affect such party relative to other industry participants; (iv) changes in GAAP; (v) changes in Laws, rules, regulations, orders, or other binding directives issued by any Governmental Body; (vi) the taking of any action explicitly contemplated hereby or the other agreements contemplated hereby; (vii) the announcement of the transactions contemplated by this Agreement; (viii) any adverse change in or effect on the business of the party that is cured by or on behalf of the party before the earlier of the Closing Date and the date on which this Agreement is terminated pursuant to Article 8; or (ix) the failure, in and of itself, to meet internal or published projections, forecasts, budgets, or revenue, sales or earnings predictions for any period (but not the facts or circumstances underlying or contributing to any such failure).

"Nasdaq" means the Nasdaq Capital Market or such other Nasdaq market on which the ReShape Shares then trade, as applicable.

"Organizational Documents" means the certificate of incorporation, articles of incorporation, by laws or other charter documents of a company.

"Permits" means all approvals, authorizations, certificates, consents, licenses, orders, exemptions, registrations and permits and other similar authorizations of all Governmental Bodies and all other Persons.

"Permitted Liens" means (i) statutory Liens for current Taxes or other governmental charges not yet due and payable or the amount or validity of which is being contested in good faith by appropriate proceedings by a party and for which adequate reserves are established in the financial statements in accordance with GAAP on a party's financial statements, (ii) mechanics', carriers', workers', repairers', contractors', subcontractors', suppliers' and similar statutory Liens arising or incurred in the ordinary course of business in respect of the construction, maintenance, repair or operation of assets for amounts which are not delinquent and which are not, individually or in the aggregate, significant, (iii) zoning, entitlement, building and other land use regulations imposed by governmental agencies having jurisdiction over leased real property, which are not violated by the current use and operation of such leased real property, (iv) covenants, conditions, restrictions, easements and other similar matters of record affecting title to leased real property, which do not materially impair the occupancy, marketability or use of such leased real property for the purposes for which it is currently used or proposed to be used in connection with such party's business, (v) Liens arising under worker's compensation, unemployment insurance and social security, and (vi) purchase money liens and liens securing rental payments under Capital Leases.

"Person" means an individual, a partnership, a corporation, a limited liability company, an unlimited liability company, an association, a joint stock company, a trust, a joint venture, an

unincorporated organization, any other entity, a governmental entity or any department, agency or political subdivision thereof.

"Plan" means an "employee benefit plan" within the meaning of Section 3(3) of ERISA and any other compensation and benefit plan, policy, program, arrangement or agreement, whether written or unwritten, funded or unfunded, subject to ERISA or not and covering one or more current or former employees, directors or individual independent contractors (or the dependents thereof), including, without limitation, any stock purchase, stock option, restricted stock, other equity-based, phantom equity, severance, separation, retention, employment, consulting, change in control, bonus, incentive, deferred compensation, pension, supplemental retirement, employee loan, health, dental, vision, workers' compensation, collective bargaining, disability, life insurance, death benefit, welfare, vacation, paid time off, leave of absence, employee assistance, legal services, tuition assistance, fringe benefit or other material benefit plan, policy, program, arrangement or agreement.

"Products" means any product that a party has manufactured, distributed, marketed or sold, or is manufacturing, distributing, marketing or selling and any products currently under preclinical or clinical development by such party.

"ReShape Asset Purchase Agreement" means the Asset Purchase Agreement, dated as of the date hereof, by and between ReShape and Ninjour Health International Limited.

"ReShape Asset Sale" means the closing of the transactions contemplated by the ReShape Asset Purchase Agreement for (a) the sale by ReShape of certain assets comprising all or substantially all of the products and other intangible assets (excluding cash) in ReShape's product portfolio; and (b) the assignment and assumption of certain liabilities related to the products and intangible assets under (a) above, including ordinary course trade payables.

"ReShape Balance Sheet" means that audited consolidated balance sheet of ReShape and its consolidated Subsidiaries as of December 31, 2023 set forth in ReShape's Annual Report on Form 10-K filed with the SEC on April 1, 2024.

"ReShape Balance Sheet Date" means December 31, 2023.

"ReShape Board" means the board of directors of ReShape.

"ReShape Equity Plan" means either ReShape's 2003 Stock Incentive Plan or ReShape's 2020 Equity Incentive Plan, each as amended from time to time.

"ReShape Net Cash" means (a) the sum of ReShape's cash and cash equivalents as of the Anticipated Closing Date, determined in a manner consistent with the manner in which such items were historically determined and in accordance with ReShape's audited financial statements and latest balance sheet included in the ReShape SEC Documents, *minus* (b) the sum of ReShape's accounts payable and accrued expenses (without duplication of any expenses accounted for below), in each case as of such date and determined in a manner consistent with the manner in which such items were historically determined and in accordance with the ReShape's audited financial statements and latest balance sheet included in the ReShape SEC Documents, *minus* (c) costs for the "tail" insurance policies to be obtained in accordance with Section 6.06(c) of this Agreement, *minus* (d) the cash cost of any unpaid change of control payments or severance, termination or similar payments that are or become due to any current or former employee, director or independent contractor, security holder, option holder or warrant holder of ReShape (including any payments made to settle any warrants as a result of the transactions contemplated by this Agreement), or any other third party *minus* (e) the cash cost of any accrued and unpaid retention payments or other

bonuses due to any current or former employee, director or independent contractor of ReShape as of the Closing Date, *minus* (f) all payroll, employment or other withholding Taxes incurred by ReShape in connection with any payment amounts set forth in clauses (c) or (d), *minus* (g) any remaining unpaid fees and expenses (including any attorney's, accountant's, financial advisor's or finder's fees) as of such date for which ReShape is liable incurred by ReShape in connection with this Agreement and the transactions contemplated hereby or otherwise. Notwithstanding anything to the contrary set forth above, "Net Cash" will not be reduced by any amounts remaining to be paid by ReShape under the lease agreement for its offices in Irvine, California through the expiration thereof.

"ReShape Option" means each option to acquire ReShape Shares granted under a ReShape Equity Plan or pursuant to a stand-alone stock option agreement.

"ReShape Plan" means each Plan that ReShape or any of its Subsidiaries maintains, contributes to, is obligated to contribute to or with respect to which ReShape or any of its Subsidiaries has or could have any Liability.

"ReShape Recommendation" has the meaning set forth in the Recitals.

"ReShape Registration Statement Tax Opinion" means a written opinion from Fox Rothschild LLP, dated as of such date as may be required by the SEC in connection with the filing of the Form S-4 Registration Statement, based on the facts, representations, assumptions and exclusions set forth or described in such opinion, to the effect that the Merger will qualify for the Intended Tax Treatment. In rendering such opinion, Fox Rothschild LLP shall be entitled to rely upon customary assumptions, representations, warranties and covenants reasonably satisfactory to it, including representations set forth in certificates of officers of ReShape and Vyome.

"ReShape RSU" means each restricted stock unit granted under a ReShape Equity Plan.

"ReShape Series C Certificate of Designation" means the certificate of designation of preferences, rights and limitations of the ReShape Series C Preferred Stock dated June 15, 2021.

"ReShape Series C Preferred Stock" means the series C convertible preferred stock of ReShape.

"ReShape Shares" means the shares of common stock of ReShape, $0.001 par value per share.

"ReShape Stockholder" means a holder of ReShape Shares.

"ReShape Stockholder Approval" means the approval of the required percentage of ReShape Shares to (i) approve the issuance of ReShape Shares in connection with the Merger and (ii) authorize the ReShape Board to amend ReShape's certificate of incorporation, as amended, to approve such proposals as may be required to effect the transactions contemplated by this Agreement.

"ReShape Warrants" means each warrant to purchase ReShape Shares as set forth in Section 4.03(b) of the ReShape Disclosure Schedule.

"Representative" means the officers, employees, accountants, consultants, legal counsel, financial advisors and agents and other representatives of a party.

"SEC" means the United States Securities and Exchange Commission.

"Securities Act" means the Securities Act of 1933, as amended, and the rules and regulations of the SEC promulgated thereunder.

"SOX" shall mean the Sarbanes-Oxley Act of 2002, as amended.

"Subsidiary" means, with respect to any Person, any corporation, partnership, association, limited liability company, unlimited liability company or other business entity of which (i) if a corporation, a majority of the total voting power of shares of stock entitled (without regard to the occurrence of any contingency) to vote in the election of directors, managers or trustees thereof is at the time owned or controlled, directly or indirectly, by that Person or one or more of the other Subsidiaries of that Person or a combination thereof, or (ii) if a partnership, association, limited liability company, or other business entity, a majority of the partnership or other similar ownership interests thereof is at the time owned or controlled, directly or indirectly, by any Person or one or more Subsidiaries of that Person or a combination thereof. For purposes hereof, a Person or Persons shall be deemed to have a majority ownership interest in a partnership, association, limited liability company, or other business entity if such Person or Persons are allocated a majority of partnership, association, limited liability company, or other business entity gains or losses or otherwise control the managing director, managing member, general partner or other managing Person of such partnership, association, limited liability company, or other business entity.

"Superior Proposal" means, with respect to ReShape, any bona fide written Acquisition Proposal with respect to such party made by a third party to acquire, directly or indirectly, pursuant to a tender offer, exchange offer, merger, share exchange, consolidation or other business combination, (A) fifty percent (50%) or more of the assets of such party and its Subsidiaries, taken as a whole, or (B) fifty percent (50%) or more of the equity securities of such party, in each case on terms which the board of directors of such party determines in good faith (after consultation with such party's financial advisors and outside legal counsel, and taking into account all financial, legal and regulatory terms and conditions of the Acquisition Proposal and this Agreement, including any alternative transaction (including any modifications to the terms of this Agreement) proposed by any third party in response to such Superior Proposal, including any conditions to and expected timing of consummation, and any risks of non-consummation, of such Acquisition Proposal) to be more favorable to such party and its stockholders (in their capacity as stockholders) from a financial point of view as compared to the transactions contemplated by this Agreement and to any alternative transaction (including any modifications to the terms of this Agreement) proposed by any other party pursuant to Section 6.04.

"Takeover Law" means any "moratorium," "control share acquisition," "fair price," "supermajority," "affiliate transaction," or "business combination" statute or regulation or other similar antitakeover laws of a state or any other Governmental Body.

"Tax" or "Taxes" means (i) any and all federal, state, local, or non-U.S. income, gross receipts, license, payroll, employment, excise, severance, stamp, occupation, premium, windfall profits, environmental, customs duties, capital stock, franchise, profits, withholding, social security (or similar, including FICA), unemployment, disability, real property, personal property, sales, use, transfer, registration, value added, alternative or add-on minimum, estimated, or other tax of any kind or any charge of any kind in the nature of (or similar to) taxes whatsoever, including any interest, penalty, or addition thereto, in each case whether disputed or not and (ii) any liability for the payment of any amounts of the type described in clause (i) of this definition as a result of being a member of an affiliated, consolidated, combined or unitary group for any period, as a result of any tax sharing or tax allocation agreement, arrangement or understanding, or as a result of being liable for another Person's taxes as a transferee or successor, by contract or otherwise.

"Tax Returns" means any return, report, election, designation, information return or other document (including schedules or any related or supporting information) filed or required to be filed with any Governmental Body or other authority in connection with the determination, assessment or collection of any Tax or the administration of any Laws, regulations or administrative requirements relating to any Tax, including all information returns relating to Taxes of third parties, any claims for refund of Taxes and any amendments or supplements to any of the foregoing.

"Technology" means, collectively, all software, information, designs, formulae, algorithms, procedures, methods, techniques, ideas, know-how, research and development, technical data, programs, subroutines, tools, materials, specifications, processes, inventions (whether patentable or unpatentable and whether or not reduced to practice), apparatus, creations, improvements, works of authorship and other similar materials, and all recordings, graphs, drawings, reports, analyses, and other writings, and other tangible embodiments of the foregoing, in any form whether or not specifically listed herein, and all related technology, that are used in, incorporated in, embodied in, displayed by or relate to, or are used in connection with the foregoing.

"Total ReShape Outstanding Shares" means, as of the Determination Date, the total number of ReShape Shares outstanding expressed on a fully-diluted and as-converted to ReShape Shares basis and assuming the exercise or conversion of all equity-based awards (but excluding any ReShape Options, all of which will be cancelled and terminated immediately prior to the Effective Time), warrants, preferred stock, convertible notes or other securities convertible into ReShape Shares.

"Total Vyome Outstanding Shares" means, as of the Determination Date, the total number of shares of Vyome Common Stock outstanding expressed on a fully-diluted and as-converted to Vyome Common Stock basis and assuming the exercise or conversion of all outstanding options or other equity-based awards, warrants, preferred stock, convertible notes or other securities convertible into Vyome Common Stock; provided, however, that any securities issued in the Concurrent Financing after the Effective Time of the Merger shall be excluded from such total.

"Treasury Regulations" means the regulations promulgated under the Code, as such regulations may be amended from time to time.

"U.S." means the United States of America.

"Vyome Balance Sheet" means that audited consolidated balance sheet of Vyome and its consolidated Subsidiaries as of December 31, 2023.

"Vyome Balance Sheet Date" means December 31, 2023.

"Vyome Board" means the board of directors of Vyome.

"Vyome Common Stock" means the common stock of Vyome, $0.001 par value per share.

"Vyome Convertible Notes" means the convertible notes issued by Vyome, as set forth on Section 3.03(b) of the Vyome Disclosure Schedule.

"Vyome Equity Plan" means Vyome's 2018 Equity Incentive Plan, as amended.

"Vyome India" means Vyome Therapeutics Limited, a wholly-owned subsidiary of Vyome incorporated in India.

"Vyome Merger Shares" means the product determined by multiplying (a) the quotient obtained from dividing (i) the Total ReShape Outstanding Shares by (ii) the quotient obtained from dividing (x) the sum of $10,000,000 plus the ReShape Net Cash amount by (y) the sum of $130,000,000 plus the ReShape Net Cash Amount (the result of the calculation under subsection (a)(ii), the "ReShape Allocation Amount"), by (b) one (1) minus the ReShape Allocation Amount. For purposes of this calculation, the ReShape Net Cash Amount will not be less than $0.

"Vyome Option" means "Option" as defined under Section 1.21 of the Vyome Equity Plan.

"Vyome Plan" means each Plan that Vyome or any of its Subsidiaries maintains, contributes to, is obligated to contribute to or with respect to which Vyome or any of its Subsidiaries has or could have any Liability.

"Vyome Preferred Stock" means, collectively, the shares of Series Seed Preferred Stock, Series A Preferred Stock, Series B Preferred Stock, Series B-1 Preferred Stock, Series C Preferred Stock, Series C-1 Preferred Stock and Series D Preferred Stock outstanding as on the date of this Agreement.

"Vyome Registration Statement Tax Opinion" means a written opinion from Sichenzia Ross Ference Carmel LLP, dated as of such date as may be required by the SEC in connection with the filing of the Form S-4 Registration Statement, based on the facts, representations, assumptions and exclusions set forth or described in such opinion, to the effect that the Merger will qualify for the Intended Tax Treatment. In rendering such opinion, Sichenzia Ross Ference Carmel LLP shall be entitled to rely upon customary assumptions, representations, warranties and covenants reasonably satisfactory to it, including representations set forth in certificates of officers of ReShape and Vyome.

"Vyome Restricted Stock Award**"** means "Restricted Stock" as defined under Section 1.25 of the Vyome Equity Plan.

"Vyome Stock Grant" means "Stock Grant" as defined under Section 1.30 of the Vyome Equity Plan.

"Vyome Stockholder Approval" means the approval of the required percentage of shares of Vyome Common Stock and Vyome Preferred Stock to approve the adoption of this Agreement and the transactions contemplated by this Agreement, including the Merger.

"Vyome Stockholders" means all holders of shares of Vyome Common Stock and Vyome Preferred Stock.

"Vyome Warrants" means each warrant to purchase capital stock of Vyome.

(b) The following terms are defined elsewhere in this Agreement, as indicated in the table below:

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1.02 Other Definitional Provisions.

(a) All references in this Agreement to Exhibits, disclosure schedules, Articles, Sections, subsections and other subdivisions refer to the corresponding Exhibits, disclosure schedules, Articles, Sections, subsections and other subdivisions of or to this Agreement unless expressly provided otherwise. Titles appearing at the beginning of any Articles, Sections, subsections or other subdivisions of this Agreement are for convenience only, do not constitute any part of this Agreement, and will be disregarded in construing the language hereof. All references in this Agreement to "days" refer to "calendar days" unless otherwise specified. When calculating the period of time before which, within which or following which any act is to be done or step taken pursuant to this Agreement, the date that is the reference date in calculating such period shall be excluded and if the last day of such period is not a Business Day, the period shall end at the close of business on the next succeeding Business Day.

(b) Exhibits and disclosure schedules to this Agreement are attached hereto and by this reference incorporated herein for all purposes.

(c) The words "this Agreement," "herein," "hereby," "hereunder" and "hereof," and words of similar import, refer to this Agreement as a whole and not to any particular subdivision unless expressly so limited. The words "this Article," "this Section" and "this subsection," and words of similar import, refer only to the Article, Section or subsection hereof in which such words occur. The words "either," "or," "neither," "nor" and "any" are not exclusive. The word "including" (in its various forms) means including without limitation. All references to "$" and dollars shall be deemed to refer to United States currency unless otherwise specifically provided.

(d) Pronouns in masculine, feminine or neuter genders shall be construed to state and include any other gender, and words, terms and titles (including terms defined herein) in the singular form shall be construed to include the plural and vice versa, unless the context otherwise requires. A reference to any Person includes such Person's successors and permitted assigns.

(e) The parties hereto agree that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not be applied in the construction or interpretation of this Agreement.

ARTICLE 2

THE MERGER

2.01 The Merger. Upon the terms and subject to the conditions of this Agreement, in accordance with the DGCL, at the Effective Time, (a) Merger Sub shall be merged with and into Vyome (the "Merger"), and (b) the separate corporate existence of Merger Sub shall cease and Vyome shall continue as the surviving corporation (the "Surviving Corporation") and become, as a result of the Merger, a wholly-owned subsidiary of ReShape.

2.02 Closing. The closing of the Merger shall take place at a date and time to be specified by ReShape and Vyome, which shall be no later than the third Business Day after satisfaction or (to the extent permitted by applicable Law) waiver of the conditions set forth in ARTICLE 7 (other than those

conditions that by their terms are to be satisfied at the closing, but subject to the satisfaction or (to the extent permitted by applicable Law) waiver of such conditions) (such date the "Closing Date"), remotely by exchange of documents and signatures (or their electronic counterparts), unless another time, date or place is mutually agreed upon in writing by ReShape and Vyome.

2.03 Effective Time. Subject to the provisions of this Agreement, at the closing of the Merger, ReShape and Vyome shall cause a certificate of merger (the "Certificate of Merger") to be executed, acknowledged and filed with the Secretary of State of the State of Delaware in accordance with the relevant provisions of the DGCL and shall make all other filings and recordings required under the DGCL. The Merger shall become effective at such time as the Certificate of Merger has been duly filed with the Secretary of State of the State of Delaware or at such later date or time as may be agreed by ReShape and Vyome in writing and specified in the Certificate of Merger in accordance with the DGCL (the effective time of the Merger being referred to as the "Effective Time").

2.04 Effects of the Merger. The Merger shall have the effects set forth in this Agreement and in the applicable provisions of the DGCL.

2.05 Certificate of Incorporation and Bylaws. At the Effective Time, the certificate of incorporation of Vyome shall, by virtue of the Merger, be amended and restated in its entirety to read as the certificate of incorporation of Merger Sub in effect immediately prior to the Effective Time, except that all references therein to Merger Sub shall be deemed to be references to the Surviving Corporation, until thereafter changed or amended as provided therein or by applicable Law. The bylaws of Merger Sub, as in effect immediately prior to the Effective Time, shall be the bylaws of the Surviving Corporation, except that all references therein to Merger Sub shall be deemed to be references to the Surviving Corporation, until thereafter changed or amended as provided therein or by applicable Law.

2.06 Directors and Officers of Surviving Corporation. From and after the Effective Time, the persons designated by Vyome shall be the initial directors and executive officers of the Surviving Corporation, each to hold office in accordance with the certificate of incorporation and bylaws of the Surviving Corporation until their respective successors shall have been duly elected, designated or qualified, or until their earlier death, resignation or removal in accordance with the certificate of incorporation and bylaws of the Surviving Corporation.

2.07 Treatment of Shares, Stock Options, RSUs and Warrants.

(a) At the Effective Time, by virtue of the Merger and without any further action on the part of ReShape, Merger Sub, Vyome or any holder of shares thereof:

(i) each share of Vyome capital stock held as of the Effective Time by ReShape, Merger Sub or by Vyome as treasury shares (the "Excluded Shares"), shall be canceled and retired and shall cease to exist, and no consideration shall be delivered in exchange therefor;

(ii) each share of Vyome Common Stock outstanding immediately prior to the Effective Time (other than the Excluded Shares and the shares of Vyome Common Stock forming part of the Option Agreement Shares) shall be canceled and converted into the right to receive a number of fully paid and non-assessable ReShape Shares equal to the Exchange Ratio;

(iii) each share of Vyome Preferred Stock outstanding immediately prior to the Effective Time (other than the Excluded Shares) shall be canceled and converted into the right to receive a number of fully paid and non-assessable shares of Vyome Common Stock in accordance with the terms and conditions of such Vyome Preferred Stock (which shares of

Vyome Common Stock shall then, immediately prior to the Effective Date, be canceled and converted into the right to receive a number of fully paid and non-assessable ReShape Shares equal to the Exchange Ratio in accordance with (ii) above);

(iv) each Vyome Warrant outstanding immediately prior to the Effective Time shall be converted into and exchangeable for warrants to purchase a number of ReShape Shares equal to the number of shares of Vyome Common Stock issuable upon exercise of such Vyome Warrant multiplied by the Exchange Ratio with an exercise price equal to the exercise price of such Vyome Warrant divided by the Exchange Ratio and otherwise in accordance with the terms and conditions of such Vyome Warrant;

(v) Treatment of Vyome Options, Vyome Restricted Stock Awards and Vyome Stock Grants:

I. each Vyome Option outstanding immediately prior to the Effective Time, whether vested or unvested, shall automatically and without any required action on the part of any holder or beneficiary thereof, be assumed by ReShape and converted into an option to purchase shares of ReShape Shares (each, a "Converted Option"). Each Converted Option shall continue to have and be subject to substantially the same terms and conditions as were applicable to such Vyome Option immediately before the Effective Time (including expiration date, vesting conditions, and exercise provisions), except that (i) each Converted Option shall be exercisable for that number of shares of ReShape Shares equal to the product (rounded down to the nearest whole number) of (A) the number of shares of Vyome Common Stock subject to the Vyome Option immediately before the Effective Time and (B) the Exchange Ratio; and (ii) the per share exercise price for each share of ReShape Shares issuable upon exercise of the Converted Option shall be equal to the quotient (rounded up to the nearest whole cent) obtained by dividing (A) the exercise price per share of Vyome Common Stock of such Vyome Option immediately before the Effective Time by (B) the Exchange Ratio; provided, however, that the exercise price and the number of shares of ReShape Shares purchasable under each Converted Option shall be determined in a manner consistent with the requirements of Section 409A of the Code and the applicable regulations promulgated thereunder; provided, further, that in the case of any Vyome Option to which Section 422 of the Code applies, the exercise price and the number of shares of ReShape Shares purchasable under such Converted Option shall be determined in accordance with the foregoing in a manner that satisfies the requirements of Section 424(a) of the Code;

II. At the Effective Time, each Vyome Restricted Stock Award that is outstanding under the Vyome Equity Plan immediately before the Effective Time, whether vested or unvested, shall, automatically and without any required action on the part of any holder or beneficiary thereof, be assumed by ReShape and

converted into a restricted stock award denominated in shares of ReShape Shares (each, a "Converted Restricted Stock Award"). Each Converted Restricted Stock Award shall continue to have and be subject to substantially the same terms and conditions as were applicable to such Vyome Restricted Stock Award immediately before the Effective Time (including vesting conditions, accumulated dividends, and other dividend rights), except that (i) each Converted Restricted Stock Award shall cover that number of shares of ReShape Shares equal to the product (rounded down to the nearest whole number) of (A) the number of shares of Vyome Common Stock underlying such Vyome Restricted Stock Award and (B) the Exchange Ratio; and (ii) to the extent that such Vyome Restricted Stock Award is subject to performance conditions, any performance conditions shall be deemed to have been satisfied at the target level/performance conditions for any performance periods of the Company that have ended before the Effective Time will conclusively be based on the actual performance achieved and performance conditions for performance periods of the Company that have not ended before the Effective Time will conclusively be based on the target level/any remaining performance periods shall terminate and the Compensation Committee of the Board of Directors shall determine the extent to which such performance conditions have been met and the portion of the award that shall become vested.

III. At the Effective Time, each Vyome Stock Grant that is outstanding under the Vyome Equity Plan immediately before the Effective Time, whether vested or unvested, shall, automatically and without any required action on the part of any holder or beneficiary thereof, be assumed by ReShape and converted into a restricted stock award denominated in shares of ReShape Shares (each, a "Converted Stock Grant"). Each Converted Stock Grant shall continue to have and be subject to substantially the same terms and conditions as were applicable to such Vyome Stock Grant immediately before the Effective Time (including vesting conditions, accumulated dividends, and other dividend rights), except that (i) each Converted Stock Grant shall cover that number of shares of ReShape Shares equal to the product (rounded down to the nearest whole number) of (A) the number of shares of Vyome Common Stock underlying such Vyome Stock Grant and (B) the Exchange Ratio; and (ii) to the extent that such Vyome Stock Grant is subject to performance conditions, any performance conditions shall be deemed to have been satisfied at the target level/performance conditions for any performance periods of the Company that have ended before the Effective Time will conclusively be based on the actual performance achieved and performance conditions for performance periods of the Company that have not ended before the Effective Time will conclusively be based on the target level/any remaining performance periods shall terminate and the

Compensation Committee of the Board of Directors shall determine the extent to which such performance conditions have been met and the portion of the award that shall become vested.

IV. before the Effective Time, Vyome and ReShape shall provide such notice, if any, to the extent required under the terms of the Vyome Equity Plan, obtain any necessary consents, waivers or releases; adopt applicable resolutions; amend the terms of the Vyome Equity Plan or any outstanding awards; and take all other appropriate actions to: (a) effectuate the provisions of this Section 2.07(a)(v); and (b) ensure that after the Effective Time, neither any holder of Converted Vyome Options, Converted Restricted Stock Awards or Converted Stock Grants, any beneficiary thereof, nor any other participant in any Vyome Equity Plan shall have any right thereunder to acquire any securities of the Company or to receive any payment or benefit with respect to any award previously granted under the Vyome Equity Plans, except as provided in this Section 2.07(a)(v);

V. ReShape will (a) reserve for issuance the number of shares of ReShape Shares that will become subject to the Converted Options, Converted Restricted Stock Awards or Converted Stock Grants and (b) issue or cause to be issued the appropriate number of shares of ReShape Shares, upon the exercise of the Converted Options or upon the vesting of the Converted Restricted Stock Awards or the Converted Stock Grant. As soon as practicable after the Effective Time, ReShape will prepare and file with the Securities and Exchange Commission a registration statement on Form S-8 (or other appropriate form) registering a number of shares of ReShape Shares necessary to fulfill ReShape's obligations under this Section 2.07(a)(v). Such registration statement will be kept effective (and the current status of the prospectus required thereby will be maintained) for at least as long as any Converted Options, Converted Restricted Stock Awards or Converted Stock Grants remain outstanding. ReShape and its counsel as existing immediately prior to the Effective Time shall reasonably cooperate with and assist the post-Closing entity in the preparation of such registration statement.

(vi) each ReShape Option that is outstanding immediately prior to the Effective Time, whether vested or unvested, shall be canceled and terminated without any payment being made in respect thereof as of immediately prior to, and contingent upon, the Effective Time; and

(vii) each ReShape RSU that is outstanding immediately prior to the Effective Time, whether vested or unvested, shall become fully vested as of immediately prior to, and contingent upon, the Effective Time, and will be settled by the issuance of ReShape Shares in accordance with the terms of such ReShape RSU.

The aggregate number of ReShape Shares issuable pursuant to Section 2.07(a) is referred to as the "Merger Consideration."

(b) No fractional ReShape Shares shall be issued in connection with the Merger, no dividends or distributions of ReShape shall relate to such fractional share interests, no certificates for any such fractional shares shall be issued, and such fractional share interests shall not entitle the owner thereof to vote or to any rights as a ReShape Stockholder. Any holder of Vyome Common Stock or Vyome Preferred Stock who would otherwise be entitled to receive a fraction of a ReShape Share pursuant to the Merger (after taking into account all shares of Vyome Common Stock or Vyome Preferred Stock held immediately prior to the Effective Time by such holder) shall, in lieu of such fraction of a share and upon surrender of such Vyome Stock Certificate or Book-Entry Shares, be paid in cash the dollar amount determined in accordance with Section 2.07. The parties acknowledge that payment of the cash consideration in lieu of issuing fractional ReShape Shares was not separately bargained for consideration but merely represents a mechanical rounding off for purposes of avoiding the expense and inconvenience to ReShape that would otherwise be caused by the issuance of fractional ReShape Shares.

(c) At the Effective Time, by virtue of the Merger and without any action on the part of ReShape, Merger Sub, Vyome or any holder of shares thereof, all shares of common stock of Merger Sub outstanding immediately prior to the Effective Time shall be converted into and become one validly issued, fully paid and non-assessable share of common stock, par value $0.001 per share, of the Surviving Corporation and shall constitute the only outstanding share of common stock of the Surviving Corporation.

2.08 Closing of Vyome Transfer Books. At the Effective Time (i) (A) each certificate formerly representing any shares of Vyome Common Stock or Vyome Preferred Stock (other than an Excluded Share) ("Vyome Stock Certificate") and (B) each uncertificated share of Vyome Common Stock or Vyome Preferred Stock ("Book-Entry Share") formerly representing shares of Vyome Common Stock or Vyome Preferred Stock (other than an Excluded Share and shares of Vyome Common Stock forming part of the Option Agreement Shares) shall cease to be outstanding and (other than any Excluded Shares and shares of Vyome Common Stock forming part of the Option Agreement Shares) shall represent only the right to receive ReShape Shares (and cash in lieu of any fractional ReShape Shares) as contemplated by Section 2.07 and any dividends or other distributions to which the holders thereof are entitled pursuant to Section 2.14 and all holders of Vyome Stock Certificates or Book-Entry Shares shall cease to have any rights as stockholders of Vyome; and (ii) the stock transfer books of Vyome shall be closed with respect to all shares of Vyome Common Stock (other than shares of Vyome Common Stock forming part of the Option Agreement Shares) or Vyome Preferred Stock outstanding immediately prior to the Effective Time. No further transfer of any such shares of Vyome Common Stock (other than shares of Vyome Common Stock forming part of the Option Agreement Shares) or Vyome Preferred Stock shall be made on such stock transfer books after the Effective Time. If after the Effective Time, a valid certificate previously representing any shares (other than shares of Vyome Common Stock forming part of the Option Agreement Shares) is presented to the Exchange Agent or to ReShape, such Vyome Stock Certificate shall be cancelled and shall be exchanged as provided in this Article 2.

2.09 Exchange Fund; Exchange of Certificates

(a) Prior to the Closing Date, ReShape and Vyome shall mutually select a bank or trust company, which may be the transfer agent for the ReShape Shares, to act as exchange agent in the Merger (the "Exchange Agent"), and, not later than the Effective Time, ReShape shall enter into an agreement with such bank or trust company which agreement shall be reasonably acceptable to Vyome and shall provide that, at the Effective Time, ReShape shall deposit, for the benefit of the holders of the shares of Vyome Common Stock or Vyome Preferred Stock, ReShape Shares representing the Merger Consideration with the Exchange Agent. The ReShape Shares so deposited with the Exchange Agent, together with any dividends or distributions received by the Exchange Agent with respect to such shares, are referred to collectively as the "Exchange Fund".

(b) Without any action on the part of any holder, ReShape shall cause the Exchange Agent to (i) issue, as of the Effective Time, to each holder of Book-Entry Shares that number of uncertificated whole ReShape Shares that the holder is entitled to receive pursuant to this Article 2 and cancel such Book-Entry Shares and (ii) mail to each holder of Book-Entry Shares a check in the amount of any cash payable in respect of such holder Book-Entry Shares pursuant to Section 2.07(b).

(c) As soon as practicable after the Effective Time, and in any event within two Business Days, ReShape shall cause the Exchange Agent to mail to the record holders of Vyome Stock Certificates: (i) a letter of transmittal in customary form and containing such provisions as ReShape and Vyome may reasonably specify (including a provision confirming that delivery of Vyome Stock Certificates shall be effected, and risk of loss and title to the shares of Vyome Common Stock or Vyome Preferred Stock shall pass, only upon delivery of such Vyome Stock Certificates to the Exchange Agent) and (ii) instructions for use in effecting the surrender of the Vyome Stock Certificates in exchange for the ReShape Shares, as provided in Section 2.07(a). Upon surrender of a Vyome Stock Certificate to the Exchange Agent for exchange, together with a duly executed letter of transmittal and such other documents as may be reasonably required by the Exchange Agent or ReShape, (A) the holder of such Vyome Stock Certificate shall be entitled to receive in exchange a certificate or evidence of shares in book entry form representing the number of whole ReShape Shares that such holder has the right to receive pursuant to the provisions of Section 2.07(a) (and cash in lieu of any fractional ReShape Shares) and (B) the Vyome Stock Certificate so surrendered shall immediately be canceled. Until surrendered as contemplated by this Section 2.09(c), each Vyome Stock Certificate shall be deemed, from and after the Effective Time, to represent only the right to receive ReShape Shares (and cash in lieu of any fractional ReShape Shares) as contemplated by this Article 2 and any distribution or dividend with respect to ReShape Shares, the record date for which is after the Effective Time. In the event of a transfer of ownership of shares of Vyome Common Stock or Vyome Preferred Stock that is not registered in the transfer records of Vyome, a certificate or evidence of shares in book-entry form representing the proper number of ReShape Shares may be issued to a Person other than the Person in whose name the Vyome Stock Certificate so surrendered is registered if such Vyome Stock Certificate shall be properly endorsed or otherwise be in proper form for transfer and the Person requesting such issuances shall pay any transfer or other Taxes required by reason of the issuance of the ReShape Shares to a Person other than the registered holder of such shares of Vyome Common Stock or Vyome Preferred Stock or establish to the satisfaction of ReShape that such Taxes have been paid or are not applicable. If any Vyome Stock Certificate shall have been lost, stolen or destroyed, ReShape may, in its discretion and as a condition precedent to the issuance of any certificate or evidence of shares in book-entry form representing ReShape Shares, require the owner of such lost, stolen or destroyed Vyome Stock Certificate to provide an appropriate affidavit and to deliver a bond (in such sum as ReShape may reasonably direct) as indemnity against any claim that may be made against the Exchange Agent, ReShape, or the Surviving Corporation with respect to such Vyome Stock Certificate.

(d) No dividends or other distributions declared or made with respect to the ReShape Shares with a record date after the Effective Time shall be paid to the holder of unsurrendered Vyome Stock Certificate with respect to the ReShape Shares that such holder has the right to receive pursuant to the Merger until such holder surrenders such Vyome Stock Certificate in accordance with this Section 2.09. All such dividends and other distributions shall be paid by ReShape to the Exchange Agent and shall be included in the Exchange Fund, in each case until the surrender of such Vyome Stock Certificate in accordance with this Section 2.09. Following surrender of any such Vyome Stock Certificate there shall be paid to the recordholder thereof, at the appropriate payment date, the amount of dividends or other distributions with a record date after the Effective Time but prior to such surrender and with a payment date subsequent to such surrender payable with respect to such ReShape Shares.

(e) Any portion of the Exchange Fund that remains undistributed to holders of Vyome Stock Certificates as of the date one (1) year after the Closing Date shall be delivered to ReShape upon demand and any holders of Vyome Stock Certificates who have not therefore surrendered their Vyome Stock Certificates to the Exchange Agent in accordance with this Section 2.09(e) as well as any holders of Book-Entry Shares who have not theretofore cashed any check payable to them in accordance with Section 2.07(b), shall thereafter look only to ReShape for satisfaction of their claims for ReShape Shares, cash in lieu of fractional ReShape Shares and any dividends or distributions with respect to ReShape Shares, subject to applicable abandonee property law, escheat law or similar Law.

(f) Neither ReShape nor the Surviving Corporation shall be liable to any current or former holder of Vyome Common Stock or Vyome Preferred Stock or to any other Person with respect to any ReShape Shares (or dividends or distributions with respect thereto), or for any cash amounts, properly delivered to any public official in compliance with any applicable abandoned property law, escheat law or similar Law. If any Vyome Stock Certificate shall not have been surrendered prior to five (5) years after the Closing Date (or immediately prior to such earlier date on which any ReShape Shares or any dividends or other distributions payable to the holder of such Vyome Stock Certificate would otherwise escheat to or become the property of any Governmental Body), any ReShape Shares issuable upon the surrender of, or any dividends or other distributions in respect of, such Vyome Stock Certificate shall, to the extent permitted by applicable Law, become the property of ReShape, free and clear of all claims or interest of any Person previously entitled thereto.

2.10 Calculation of Net Cash.

(a) For the purposes of this Agreement, the "Determination Date" shall be the date that is 10 calendar days prior to the anticipated date for closing of the Merger, as agreed upon by ReShape and Vyome at least 10 calendar days prior to the ReShape Stockholders' Meeting (the "Anticipated Closing Date"). Within three calendar days following the Determination Date, ReShape shall deliver to Vyome a schedule (the "Net Cash Schedule") setting forth, in reasonable detail, ReShape's good faith, estimated calculation of Net Cash (using an estimate of ReShape's accounts payable and accrued expenses, and including the cash purchase price payable in connection with the ReShape Asset Sale, in each case as of the Anticipated Closing Date and determined in a manner substantially consistent with the manner in which such items were determined for ReShape's most recent SEC filings) (the "Net Cash Calculation") as of the Anticipated Closing Date. ReShape shall make the work papers and back-up materials used or useful in preparing the Net Cash Schedule, as reasonably requested by Vyome, available to Vyome and, if requested by Vyome, its accountants and counsel at reasonable times and upon reasonable notice.

(b) Within three calendar days after ReShape delivers the Net Cash Schedule (the "Response Date"), Vyome will have the right to dispute any part of such Net Cash Schedule by delivering a written notice to that effect to ReShape (a "Dispute Notice"). Any Dispute Notice shall identify in reasonable detail the nature of any proposed revisions to the Net Cash Calculation.

(c) If on or prior to the Response Date, (i) Vyome notifies ReShape in writing that it has no objections to the Net Cash Calculation or (ii) Vyome fails to deliver a Dispute Notice as provided in Section 2.10(b), then the Net Cash Calculation as set forth in the Net Cash Schedule shall be deemed to have been finally determined for purposes of this Agreement and to represent the Net Cash at the Anticipated Closing Date for purposes of this Agreement.

(d) If Vyome delivers a Dispute Notice on or prior to the Response Date, then Representatives of ReShape and Vyome shall promptly meet and attempt in good faith to resolve the disputed item(s) and negotiate an agreed-upon determination of Net Cash, which agreed upon Net Cash

amount shall be deemed to have been finally determined for purposes of this Agreement and to represent the Net Cash at the Anticipated Closing Date for purposes of this Agreement.

(e) If Representatives of ReShape and Vyome are unable to negotiate an agreed-upon determination of Net Cash at the Anticipated Closing Date pursuant to Section 2.10(d) within three calendar days after delivery of the Dispute Notice (or such other period as ReShape and Vyome may mutually agree upon), then ReShape and Vyome shall jointly select an independent auditor of recognized national standing (the "Accounting Firm") to resolve any remaining disagreements as to the Net Cash Calculation. ReShape shall promptly deliver to the Accounting Firm the work papers and back-up materials used in preparing the Net Cash Schedule, and ReShape and Vyome shall use commercially reasonable efforts to cause the Accounting Firm to make its determination within 10 calendar days of accepting its selection and the Anticipated Closing Date shall be revised as mutually agreed to by ReShape and Vyome ("Revised Anticipated Closing Date"). Vyome and ReShape shall be afforded the opportunity to present to the Accounting Firm any material related to the unresolved disputes and to discuss the issues with the Accounting Firm; *provided, however*, that no such presentation or discussion shall occur without the presence of a Representative of each of Vyome and ReShape. The determination of the Accounting Firm shall be limited to the disagreements submitted to the Accounting Firm. The determination of the amount of Net Cash made by the Accounting Firm shall be deemed to have been finally determined for purposes of this Agreement and to represent the Net Cash at the Revised Anticipated Closing Date for purposes of this Agreement, and the Parties shall delay the Closing until the resolution of the matters described in this Section 2.10(e). The fees and expenses of the Accounting Firm shall be allocated between ReShape and Vyome in the same proportion that the disputed amount of the Net Cash that was unsuccessfully disputed by such Party (as finally determined by the Accounting Firm) bears to the total disputed amount of the Net Cash amount (and for the avoidance of doubt the fees and expenses to be paid by ReShape shall reduce the Net Cash). If this Section 2.10(e) applies as to the determination of the Net Cash at the Anticipated Closing Date described in Section 2.10(a), upon resolution of the matter in accordance with this Section 2.10(e), the Parties shall not be required to determine Net Cash again even though the Closing Date may occur later than the Anticipated Closing Date, except that either Party may request a redetermination of Net Cash if the Closing Date is more than five Business Days after the Anticipated Closing Date.

2.11 Dissenting Shares. Notwithstanding any provision in this Agreement to the contrary, shares of Vyome Common Stock or Vyome Preferred Stock outstanding as of immediately prior to the Effective Time and held by a holder who has not voted in favor of the Merger or consented thereto in writing and who has properly demanded appraisal for such shares in accordance with Section 262 of the DGCL ("Dissenting Shares") will not be converted into the right to receive the applicable portion of Merger Consideration. Holders of such Dissenting Shares will instead be entitled to receive payment for the fair value of such Dissenting Shares as determined in accordance with Section 262 of the DGCL; *provided*, *however*, that if, after the Effective Time, such holder fails to perfect, withdraws or loses the right to appraisal, such Dissenting Shares will be treated as if they had been converted as of the Effective Time into the right to receive the applicable portion of the Merger Consideration. Vyome will give ReShape prompt notice of any demands received by Vyome for appraisal of shares and withdrawals of any such demand, and any other communications delivered to Vyome pursuant to or in connection with Section 262 of the DGCL, and Vyome will have the right to direct all negotiations and proceedings with respect to such demands (including settlement offers).

2.12 Withholding. Each of ReShape, Merger Sub and the Surviving Corporation (as applicable) shall be entitled to deduct or withhold such amounts as it determines, in its sole discretion, are necessary to cover all required withholdings from the amounts payable (including ReShape Shares deliverable) under this Agreement in accordance with the Code and any other applicable Law, and the Exchange Agent shall be entitled to so deduct or withhold to the extent it is entitled as set forth in the

General Instructions in the letter of transmittal. Any such withheld of deducted amount shall be timely paid over to the appropriate Governmental Body and treated as though such amount had been paid to the Person in respect of whom such withholding was required.

2.13 Interest; No Liability. All payments made pursuant to this Article 2, shall be without interest. None of ReShape, Merger Sub nor the Surviving Corporation shall be liable to any Person in respect of any cash or securities delivered to a public official pursuant to any applicable abandoned property law, escheat law or similar Law.

2.14 Adjustments to Prevent Dilution. Without limiting the other provisions of this Agreement, in the event that Vyome changes the number of Total Vyome Outstanding Shares issued and outstanding prior to the Effective Time or ReShape changes the number of Total ReShape Outstanding Shares issued and outstanding prior to the Effective Time, in either case, as a result of a reclassification, stock split (including a reverse stock split), stock dividend or distribution, recapitalization, merger, subdivision, issuer tender or exchange offer, or other similar transaction, the consideration paid in accordance with this Agreement, including the Exchange Ratio, shall be equitably adjusted to reflect such change.

2.15 Further Action. If, at any time after the Effective Time, any further action is determined by ReShape or Vyome to be necessary or desirable to carry out the purposes of this Agreement or to vest the Surviving Corporation with full right, title and possession of and to rights and property of Merger Sub and Vyome, the officers and directors of the ReShape shall be further authorized to take such action. ReShape, Merger Sub and the Surviving Corporation also shall take such further actions as may be necessary or desirable to ensure that the Exchange Agent sends out the letters of transmittal to holders of Vyome Common Stock or Vyome Preferred Stock and issues certificates or evidence of shares in book-entry form representing ReShape Shares to such stockholders in accordance with Section 2.09.

2.16 Post-Merger Board and Executive Officers. The ReShape Board shall take all necessary corporate action including any amendments to the Certificate of Incorporation to cause the following to occur as of the Effective Time: (i) the directors constituting the ReShape Board shall comprise seven (7) directors duly nominated prior to the Effective Time, subject to such individuals' ability and willingness to serve and shall include: (a) two (2) directors to be nominated by KKG Enterprises, LLC, including the Chairman of the Board of Directors, who shall initially be Krishna Gupta; (b) two (2) directors to be nominated by Shiladitya Sengupta; (c) the Chief Executive Officer, who shall be designee of Vyome ("CEO"), who shall initially be Venkateswarlu Nelabhotla; (d) two (2) non-employee Directors, one of whom shall be the designee of Vyome and the other shall be a designee of ReShape (such designee, the "ReShape Designee"), provided that the term of directorship of the ReShape Designee shall not exceed a period of two (2) years from the Effective Date; (ii) the committees of the ReShape Board shall comprise: (a) an Audit Committee of three (3) members, of which two (2) members shall be designees of Vyome; (b) a Compensation Committee of three (3) members which shall be designees of Vyome; and (c) a Nominating and Corporate Governance Committee of three (3) members which shall be designees of Vyome; and (iii) the executive officers of ReShape shall comprise: (a) the CEO which shall be a designee of Vyome; (b) a Chief Financial Officer which shall be a designee of Vyome; and (c) a Chief Medical Officer which shall be a designee of Vyome. In the event any designee identified becomes unable or unwilling to serve as a director on the ReShape Board or executive officer of ReShape as of the Effective Time, or as a chairperson of a committee or as chairman, a replacement for such designee shall be determined by Vyome or, solely with respect to the ReShape Designee, by ReShape.

ARTICLE 3

REPRESENTATIONS AND WARRANTIES OF VYOME

Except as disclosed in the confidential disclosure schedule delivered by Vyome to ReShape prior to the execution and delivery of this Agreement (the "Vyome Disclosure Schedule"), Vyome represents and warrants to ReShape as follows:

3.01 Organization and Corporate Power. Vyome is a corporation duly organized, validly existing and in good standing under the Laws of the State of Delaware, with full corporate power and authority to enter into this Agreement and perform its obligations hereunder. Each of the Subsidiaries of Vyome is a corporation or other entity duly organized and validly existing under the laws of the jurisdiction of its incorporation or organization. Each of Vyome and its Subsidiaries has all requisite corporate power and authority and all authorizations, licenses and permits necessary to own, lease and operate its properties and to carry on its business as it is now being conducted, except where the failure to hold such authorizations, licenses and permits would not have a Material Adverse Effect on Vyome. Each of Vyome and its Subsidiaries is duly qualified or authorized to do business and is in good standing in every jurisdiction (to the extent such concept exists in such jurisdiction) in which its ownership of property or the conduct of business as now conducted requires it to qualify, except where the failure to be so qualified, authorized or in good standing would not have a Material Adverse Effect on Vyome. True and complete copies of the certificate of incorporation and bylaws of Vyome, as in effect as of the date hereof, have been heretofore made available to ReShape.

3.02 Authorization; Valid and Binding Agreement. The execution, delivery and performance of this Agreement and each other agreement, document, instrument or certificate contemplated hereby by Vyome and the consummation of the transactions contemplated hereby and thereby have been duly and validly authorized by all requisite action on the part of Vyome, and, subject to obtaining the Vyome Stockholder Approval, no other proceedings on Vyome's part are necessary to authorize the execution, delivery or performance of this Agreement. Assuming that this Agreement is a valid and binding obligation of the other parties hereto, this Agreement constitutes a valid and binding obligation of Vyome, enforceable in accordance with its terms, except as enforceability may be limited by applicable bankruptcy, insolvency, fraudulent conveyance, reorganization or moratorium Laws, other similar Laws affecting creditors' rights and general principles of equity affecting the availability of specific performance and other equitable remedies.

3.03 Capital Stock.

(a) The authorized capital stock of Vyome consists of 20,000,000 shares of Vyome Common Stock, 1,078,560 shares of Series Seed Preferred Stock, 2,592,080 shares of Series A Preferred Stock, 965,200 shares of Series B Preferred Stock, 1,480,560 shares of Series B-1 Preferred Stock, 4,432,880 shares of Series C Preferred Stock, 530,040 shares of Series C-1 Preferred Stock 4,112,481 shares of Series D Preferred Stock, and 808,199 shares of undesignated Vyome Preferred Stock, of which, as of the date hereof, 1,893,120 shares of Vyome Common Stock and 1,078,560 shares of Series Seed Preferred Stock, 2,592,080 shares of Series A Preferred Stock, 965,200 shares of Series B Preferred Stock, 1,480,560 shares of Series B-1 Preferred Stock, 4,432,880 shares of Series C Preferred Stock, 530,040 shares of Series C-1 Preferred Stock and 4,112,481 shares of Series D Preferred Stock, which are convertible into 15,191,801 shares of Vyome Common Stock, are issued and outstanding.

(b) Section 3.03(b) of the Vyome Disclosure Schedule sets forth a true and complete list as of the date hereof of the outstanding Vyome Common Stock, Vyome Preferred Stock, Vyome Convertible Notes, Vyome Options, Vyome Restricted Stock Award and Vyome Warrants, including,

with respect to each Vyome Option, Vyome Restricted Stock Award and Vyome Warrant, the number of shares of Vyome Common Stock issuable thereunder or with respect thereto, the holder thereof and the exercise price (if any).

(c) All of the outstanding shares of Vyome Common Stock and Vyome Preferred Stock have been duly authorized and validly issued and are fully paid, non-assessable and free of preemptive or similar rights. All of the issued and outstanding shares of Vyome Common Stock and Vyome Preferred Stock were issued in compliance with all applicable Laws concerning the issuance of securities. Vyome does not have any other equity securities or securities containing any equity features authorized, issued or outstanding, and there are no agreements, options, warrants or other rights or arrangements existing or outstanding which provide for the sale or issuance of any of the foregoing by Vyome. Except as set forth on Section 3.03(b) of the Vyome Disclosure Schedule, there are no outstanding (i) shares of capital stock or other equity interests or voting securities of Vyome, (ii) securities convertible or exchangeable, directly or indirectly, into capital stock of Vyome, (iii) options, warrants, purchase rights, subscription rights, preemptive rights, conversion rights, exchange rights, calls, puts, rights of first refusal or other contracts that require Vyome to issue, sell or otherwise cause to become outstanding or to acquire, repurchase or redeem capital stock of Vyome, (iv) stock appreciation, phantom stock, profit participation or similar rights with respect to Vyome or (v) bonds, debentures, notes or other indebtedness of Vyome having the right to vote on any matters on which stockholders of Vyome may vote.

(d) All of the outstanding Vyome Options and Vyome Restricted Stock Awards have been duly authorized by all necessary corporate action and were granted in accordance with the terms of all applicable Plans and applicable Laws.

3.04 Subsidiaries. The outstanding shares of capital stock or equivalent equity interests of each of Vyome's Subsidiaries as set forth in Section 3.04 of the Vyome Disclosure Schedule are owned of record and beneficially, directly or indirectly, by Vyome free and clear of all material Liens, pledges, security interests or other encumbrances (other than Permitted Liens).

3.05 No Breach. Except with respect to clauses (ii) and (iii), for any conflicts, violations, breaches, defaults or other occurrences which would not constitute a Material Adverse Effect on Vyome, the execution, delivery and performance of this Agreement by Vyome and the consummation of the transactions contemplated hereby do not (i) conflict with or violate Vyome's Organizational Documents, (ii) assuming all consents, approvals authorizations and other actions described in Section 3.06 have been obtained and all filings and obligations described in Section 3.06 have been made, conflict with or violate any Law, statute, rule or regulation or order, judgment or decree to which Vyome, its Subsidiaries or any of its properties or assets is subject or (iii) conflict with or result in any material breach of, constitute a material default under, result in a material violation of, give rise to a right of termination, cancellation or acceleration under, give rise to any penalties, repayment obligations, special assessments or additional payments under, result in the creation of any Lien upon any assets of Vyome, or require any authorization, consent, waiver, approval, filing, exemption or other action by or notice to any court, other Governmental Body or other third party, under the provisions of any Vyome Material Contract.

3.06 Consents, etc. Except for (i) any filings required under U.S. state securities Laws, (ii) filing of the Certificate of Merger, (iii) any filings with Governmental Authorities required in connection with the transactions contemplated pursuant to the Option Agreement and (iv) any filings of appropriate documents with the relevant authorities of other states in which Vyome or any of its Subsidiaries is qualified to do business, in each case, which have or will be made, Vyome is not required to submit any notice, report or other filing with any Governmental Body in connection with the execution, delivery or performance by it of this Agreement or the consummation of the transactions contemplated hereby. Other

than as stated above, no consent, approval or authorization of any Governmental Body or any other party or Person is required to be obtained by Vyome in connection with its execution, delivery and performance of this Agreement or the consummation of the transactions contemplated hereby, except for those consents, approvals and authorizations the failure of which to obtain would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect on Vyome.

3.07 Financial Statements; Disclosure Controls and Procedures.

(a) Vyome has delivered to ReShape its audited financial statements as of December 31, 2023 and for the fiscal year December 31, 2023 (including balance sheet, income statement and statement of cash flows) (collectively, the "Vyome Financial Statements"). The Vyome Financial Statements have been prepared in accordance with GAAP. The Vyome Financial Statements fairly present in all material respects the financial condition and operating results of Vyome as of the dates, and for the periods, indicated therein. Except as set forth in the Financial Statements, Vyome has no material liabilities or obligations, contingent or otherwise, other than (i) liabilities incurred in the ordinary course of business subsequent to the Vyome Balance Sheet Date; (ii) obligations under contracts and commitments incurred in the ordinary course of business; and (iii) liabilities and obligations of a type or nature not required under GAAP to be reflected in the Vyome Financial Statements, which, in all such cases, individually and in the aggregate would not have a Material Adverse Effect. Vyome maintains and will continue to maintain a standard system of accounting established and administered in accordance with GAAP.

(b) Since the Vyome Balance Sheet Date, (i) neither Vyome nor any of its Subsidiaries nor, to the Knowledge of Vyome, any director, officer, employee, auditor, accountant or representative of Vyome or any of its Subsidiaries has received or otherwise obtained Knowledge of any material complaint, allegation, assertion or claim, whether written or oral, regarding the accounting or auditing practices, procedures, methodologies or methods of Vyome or any of its Subsidiaries or their respective internal accounting controls, including any material complaint, allegation, assertion or claim that Vyome or any of its Subsidiaries has engaged in questionable accounting or auditing practices, and, (ii) to the Knowledge of Vyome, no attorney representing Vyome or any of its Subsidiaries, whether or not employed by Vyome or any of its Subsidiaries, has reported evidence of a material violation of securities Laws, breach of fiduciary duty or similar violation, by Vyome or any of its officers, directors, employees or agents to the board of directors or any committee thereof or to any director or executive officer of Vyome.

3.08 No Undisclosed Liabilities. Except (a) as and to the extent disclosed or reserved against on the balance sheet of Vyome as of the Vyome Balance Sheet Date; (b) as incurred after the date thereof in the ordinary course of business consistent with past practice or (c) as set forth in Section 3.08 of the Vyome Disclosure Schedule, Vyome, together with its Subsidiaries, does not have any liabilities or obligations of any nature, whether known or unknown, absolute, accrued, contingent or otherwise and whether due or to become due, in each case required by GAAP to be reflected or reserved against in the consolidated balance sheet of Vyome and its Subsidiaries (or disclosed in the notes to such balance sheet), that, individually or in the aggregate, have or would reasonably be expected to have a Material Adverse Effect on Vyome.

3.09 Absence of Certain Developments. Except as expressly contemplated under this Agreement, since the Vyome Balance Sheet Date, there has not been any Material Adverse Effect on Vyome. Except as expressly contemplated hereby and as set forth under Section 3.09 of the Vyome Disclosure Schedule, since the Vyome Balance Sheet Date, Vyome has carried on and operated its business in all material respects in the ordinary course of business consistent with past practice, and Vyome has not:

(a) amended or modified its Organizational Documents;

(b) sold, leased, assigned, transferred or purchased any material tangible assets, in each case in a single or related series of transactions, except in the ordinary course of business;

(c) issued, sold, redeemed or transferred any of its capital stock or other equity securities, securities convertible into its capital stock or other equity securities or warrants, options or other rights to acquire its capital stock or other equity securities, or any bonds or debt securities;

(d) prior to the date hereof, declared or paid any dividend or other distribution of the assets of Vyome;

(e) made or approved any material changes in its employee benefit plans or made any material changes in wages, salary, or other compensation, including severance, with respect to its current or former officers, directors or executive employees other than increases in base salaries and wages that are consistent with past practices or as required by applicable Law or any Vyome Plan;

(f) paid, loaned or advanced (other than the advance or reimbursement of business expenses in the ordinary course of business consistent with past practice or 401(k) plan loans) any amounts to, or sold, transferred or leased any of its assets to, or entered into any other transactions with, any of its Affiliates, or made any loan to, or entered into any other transaction with, any of its directors or officers outside the ordinary course of business or other than at arm's length;

(g) except as required by applicable Law or under this Agreement, adopted, terminated or materially amended any Vyome Plans;

(h) hired or terminated any officers, consultants or employees of Vyome with annual cash compensation in excess of $100,000, except as disclosed under Schedule 3.09(h);

(i) commenced or settled any Action in which the amount in dispute is in excess of $100,000;

(j) made any material change in accounting principles, methods, procedures or policies, except as required by GAAP;

(k) made, changed or revoked any material Tax election, or settled or compromised any material Tax claim or liabilities, or filed any substantially amended material Tax Return;

(l) (i) authorized, proposed, entered into or agreed to enter into any plan of liquidation, dissolution or other reorganization or (ii) authorized, proposed, entered into or agreed to enter into any merger, consolidation or business combination with any Person;

(m) except in the ordinary course of business, incurred or discharged any Indebtedness;

(n) made capital expenditures or capital additions or betterments in excess of $100,000 in the aggregate;

(o) suffered any material damage, destruction or loss, whether or not covered by insurance;

(p) sold, assigned, transferred, abandoned or allowed to lapse or expire any material Intellectual Property rights (other than certain pending applications that have not been allowed or granted) or other intangible assets owned, used or licensed by Vyome in connection with any product of Vyome or the operation of its business;

(q) been subject to any claim or written threat of infringement, misappropriation or other violation by or against Vyome of Intellectual Property rights of Vyome or a third party;

(r) materially reduced the amount of any insurance coverage provided by existing insurance policies; or

(s) committed to do any of the foregoing.

3.10 Title to Properties.

(a) Vyome and its Subsidiaries have sufficient title to, or hold pursuant to valid and enforceable leases or other comparable contract rights, all of the personal property and other tangible assets necessary for the conduct of the business of Vyome and its Subsidiaries, taken as a whole, as currently conducted, in each case free and clear of any Liens (other than Permitted Liens), except where the failure to do so would not constitute a Material Adverse Effect on Vyome. Except as set forth under Section 3.10(a) of the Vyome Disclosure Schedule, to Vyome's Knowledge, all such items of tangible personal property are in operating condition and repair (ordinary wear and tear excepted) and have been maintained in accordance with normal industry practices.

(b) The leased real property described in Section 3.10(b) to the Vyome Disclosure Schedule (the "Vyome Real Property") constitutes all of the real property used, occupied or leased by Vyome or its Subsidiaries. The Vyome Real Property leases are in full force and effect, and Vyome holds a valid and existing leasehold interest in the Vyome Real Property under each such applicable lease. Neither Vyome nor, to Vyome's Knowledge, any other party to the applicable Vyome Real Property leases is in default in any material respect under any of such leases. No event has occurred which, if not remedied, would result in a default by Vyome in any material respect under the Vyome Real Property leases, and, to Vyome's Knowledge, no event has occurred which, if not remedied, would result in a default by any party other than Vyome in any material respect under the Vyome Real Property leases.

3.11 Tax Matters.

(a) Except as set forth under Section 3.11(a) of the Vyome Disclosure Schedule, (i) Vyome and its Subsidiaries have timely filed (taking into account any applicable extensions) all material Tax Returns required to be filed by them, (ii) such Tax Returns are complete and correct in all material respects, (iii) Vyome and its Subsidiaries have paid all Taxes as due and payable (whether or not shown on any Tax Return) and, (iv) as of the date of the Vyome Balance Sheet Date, any liability of Vyome or any of its Subsidiaries for accrued Taxes not yet due and payable, or which are being contested in good faith through appropriate proceedings, has been provided for in the financial statements of Vyome in accordance with applicable accounting practices and procedures. Since the date of the Vyome Balance Sheet, neither Vyome nor any of its Subsidiaries has incurred any liability for Taxes outside the ordinary course of business.

(b) Except as set forth under Section 3.11(b) of the Vyome Disclosure Schedule, no claim has been made in writing by any Governmental Body in a jurisdiction where Vyome or any of its Subsidiaries do not file Tax Returns that such Person is or may be subject to taxation by that jurisdiction. There are no material liens for Taxes (other than Taxes not yet due and payable) upon any of the assets of

Vyome or any of its Subsidiaries. Vyome and its Subsidiaries have withheld and paid all material Taxes required to have been withheld and paid in connection with any amounts paid or owing to any employee, independent contractor, creditor, stockholder or other third party. Neither Vyome nor any of its Subsidiaries has been a party to any "reportable transaction" as defined in Section 6707A(c)(1) of the Code and Treasury Regulations Section 1.6011-4(b).

(c) No material deficiencies for Taxes with respect to Vyome or any of its Subsidiaries have been claimed, proposed or assessed by any Governmental Body. No material non-U.S., federal, state or local Tax audits or administrative or judicial Tax proceedings are pending or being conducted with respect to Vyome or any of its Subsidiaries.

(d) Except as set forth under Section 3.11(d) of the Vyome Disclosure Schedule: (A) There is no outstanding request for any extension of time for Vyome or any of its Subsidiaries to pay any material Tax or file any material Tax Return, other than any such request made in the ordinary course of business, and (B) there has been no waiver or extension of any applicable statute of limitations for the assessment or collection of any material Tax of Vyome or any of its Subsidiaries that is currently in force.

(e) Neither Vyome nor any of its Subsidiaries (as applicable) is a party to or bound by any Tax allocation, sharing or similar agreement (other than any commercial agreement entered into in the ordinary course of business that does not relate primarily to Taxes). Neither Vyome nor any of its Subsidiaries (A) has been a member of an affiliated group filing a combined, consolidated or unitary Tax Return (other than a group the common parent of which was Vyome) or (B) has liability for the Taxes of any Person (other than Vyome or its Subsidiaries) under Treasury Regulations Section 1.1502-6 (or any similar provision of state, local or non-U.S. law), as a transferee or successor, by contract, or otherwise (other than any commercial agreements entered into in the ordinary course of business that do not relate primarily to Taxes).

(f) Vyome and its Subsidiaries have established procedures and have been in compliance with the medical device excise tax provisions imposed by Section 4191 of the Code since the effective date of such provisions and to the extent it is applicable to their operations.

(g) Neither Vyome nor any of its Subsidiaries has been a "distributing corporation" or a "controlled corporation" within the meaning of Section 355(a)(1)(A) of the Code (or any similar provision of state, local or non-U.S. Law).

(h) Neither Vyome nor any of its Subsidiaries will be required to include any material item of income in, or exclude any material item of deduction from, taxable income for any Tax period (or portion thereof) ending after the Closing Date as a result of any: (i) adjustment under Section 481(a) or Section 482 of the Code (or any corresponding or similar provision of state, local or non-U.S. income Tax law) by reason of a change in method of accounting or otherwise prior to the Closing; (ii) "closing agreement" as described in Section 7121 of the Code (or any corresponding or similar provision of state, local or non-U.S. income Tax law) executed prior to the Closing; (iii) installment sale or open transaction disposition made prior to the Closing; (iv) prepaid amount received prior to the Closing outside the ordinary course of business; or (v) election under Section 108(i) of the Code.

(i) Neither Vyome nor any of its Subsidiaries have taken or have failed to take, prior to the Effective Time, any action that would reasonably be expected to prevent or impede the Merger from qualifying as a "reorganization" within the meaning of Section 368(a) of the Code.

(j) Neither Vyome nor any of its Subsidiaries (i) has been a shareholder of a "controlled foreign corporation" as defined in Section 957 of the Code (or any similar provision of state,

local or foreign law); (ii) has been a "personal holding company" as defined in Section 542 of the Code (or any similar provision of state, local or foreign law); (iii) has been a shareholder of a "passive foreign investment company" within the meaning of Section 1297 of the Code; (iv) has been a United States real property holding corporation within the meaning of Section 897(c)(2) of the Code during the applicable period specified in Section 897(c)(1)(A)(ii) of the Code or (v) has engaged in a trade or business, had a permanent establishment (within the meaning of an applicable Tax treaty), or otherwise become subject to Tax jurisdiction in a country other than the country of its formation.

(k) None of Vyome's non-U.S. Subsidiaries (i) is or was a "surrogate foreign corporation" within the meaning of Section 7874(a)(2)(B) of the Code or is treated as a U.S. corporation under Section 7874(b) of the Code; or (ii) was created or organized in the United States such that such entity would be taxable in the United States as a domestic entity pursuant to United States Treasury Regulations Section 301.7701-5(a).

(l) The prices and terms for the provision of any property or services by or to Vyome or any of its Subsidiaries are on arm's length basis for purposes of the relevant transfer pricing laws, and all related documentation required by such laws has been timely prepared or obtained and, if necessary, retained.

(m) Neither Vyome nor any of its Subsidiaries has any item of income which could constitute subpart F income within the meaning of Section 952 of the Code.

(n) Neither Vyome nor any of its Subsidiaries has participated in or cooperated with, or has agreed to participate in or cooperate with, or is participating in or cooperating with, any international boycott within the meaning of Section 999 of the Code.

(o) Neither Vyome nor any of its Subsidiaries has deferred the withholding or remittance of any Applicable Taxes (as defined below) related or attributable to any Applicable Wages (as defined below) for any employees of Vyome or any of its Subsidiaries up to and through and including Closing Date, notwithstanding Internal Revenue Service Notice 2020-65 (or any comparable regime for state or local Tax purposes). The term "Applicable Taxes" mean such Taxes, and the term "Applicable Wages" means such wages, as defined in Internal Revenue Service Notice 2020-65 (and any corresponding Taxes under state or local tax applicable Law).

(p) Vyome has provided or made available to ReShape all documentation relating to, and is in full compliance with all terms and conditions of, any Tax exemption, Tax holiday, Tax incentive or other Tax reduction agreement or order of a territorial or non-U.S. government. The consummation of the transactions contemplated by this Agreement will not have any adverse effect on the continued validity and effectiveness of any Tax exemption, Tax holiday, Tax incentive or other Tax reduction agreement or order.

3.12 Contracts and Commitments.

(a) As of the date hereof, except as set forth under Section 3.12(a) of the Vyome Disclosure Schedule, Vyome is not a party to nor bound by any:

(i) "material contract" (as such term is defined in Item 601(b)(10) of Regulation S-K of the SEC) with respect to Vyome or any of its Subsidiaries;

(ii) Contract (A) relating to the disposition or acquisition by Vyome or any of its Subsidiaries of a material amount of assets (1) after the date of this Agreement, other than

in the ordinary course of business consistent with past practice, or (2) prior to the date hereof, which contains any material ongoing obligations (including indemnification, "earn-out" or other contingent obligations) that are still in effect that are reasonably likely, under any of them, to result in claims in excess of $100,000 or (B) pursuant to which Vyome or any of its Subsidiaries will acquire any material ownership interest in any other person or other business enterprise other than Vyome's Subsidiaries;

(iii) collective bargaining agreement or Contract with any labor union, trade organization or other employee representative body;

(iv) Contract establishing any joint ventures, partnerships or similar arrangements;

(v) Contract (A) prohibiting or materially limiting the right of Vyome to compete in any line of business or to conduct business with any Person or in any geographical area, (B) obligating Vyome to purchase or otherwise obtain any product or service exclusively from a single party or sell any product or service exclusively to a single party or (C) under which any Person has been granted the right to manufacture, sell, market or distribute any product of Vyome on an exclusive basis to any Person or group of Persons or in any geographical area but excluding any distribution, sales representative, sales agent or similar agreement under which Vyome has granted a Person an exclusive geographical area and under which Vyome paid commissions less than $100,000 to such Person in 2023 or from whom Vyome received less than $100,000 from the sale of product to said Person in 2023;

(vi) Contract pursuant to which Vyome or any of its Subsidiaries (i) licenses any material Intellectual Property from another Person that is used by Vyome or one of its Subsidiaries in the conduct of its business as currently conducted that could require payment by Vyome or any Subsidiary of royalties or license fees exceeding $100,000 in any twelve (12) month period, or (ii) licenses Vyome Intellectual Property to another Person, except licenses provided to direct customers in the ordinary course of business;

(vii) mortgages, indentures, guarantees, loans or credit agreements, security agreements or other Contracts relating to the borrowing of money or extension of credit of $100,000 or more, other than (A) accounts receivables and payables and (B) loans to direct or indirect wholly-owned subsidiaries, in each case in the ordinary course of business consistent with past practice;

(viii) Contract providing for any guaranty by Vyome or any of its Subsidiaries of third-party obligations (under which Vyome or any of its Subsidiaries has continuing obligations as of the date hereof) of $100,000 or more, other than any guaranty by Vyome or any of its Subsidiaries' obligations;

(ix) Contract between Vyome, on the one hand, and any Affiliate of Vyome (other than a Subsidiary of Vyome), on the other hand (other than a Vyome Plan);

(x) Contract containing a right of first refusal, right of first negotiation or right of first offer in favor of a party other than Vyome or its Subsidiaries;

(xi) Contract under which Vyome and Vyome's Subsidiaries are expected to make annual expenditures or receive annual revenues in excess of $100,000 during the current or a subsequent fiscal year; or

(xii) Contract to enter into any of the foregoing.

(b) ReShape has been given access to a true and correct copy of all written Vyome Material Contracts, together with all material amendments, waivers or other changes thereto. There are no oral Vyome Material Contracts.

(c) Except as would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect on Vyome and except as set forth under Section 3.12(c) of the Vyome Disclosure Schedule, (i) Vyome is not in default under any Contract listed, or required to be listed, in Section 3.12(a) of the Vyome Disclosure Schedule (each, a "Vyome Material Contract" and, collectively, the "Vyome Material Contracts") and (ii) to Vyome's Knowledge, as of the date hereof, the other party to each of the Vyome Material Contracts is not in default thereunder. Each Vyome Material Contract is legal and in full force and effect and is valid, binding and enforceable against Vyome and, to Vyome Knowledge, each other party thereto. As of the date hereof, no party to any Vyome Material Contract has given any written notice, or to the Knowledge of Vyome, any notice (whether or not written) of termination or cancellation of any Vyome Material Contract or that it intends to seek to terminate or cancel any Vyome Material Contract (whether as a result of the transactions contemplated hereby or otherwise).

3.13 Intellectual Property.

(a) All of the issued patents, registered domain names, registered trademarks and service marks, registered copyrights and pending applications for any of the foregoing that are still being prosecuted, that are currently owned by Vyome or any of its Subsidiaries are set forth in Section 3.13 of the Vyome Disclosure Schedule (together with all material unregistered Intellectual Property currently owned, "Vyome Intellectual Property"). (i) One or more of Vyome and its Subsidiaries owns and possesses all right, title and interest in and to each item of the Vyome Intellectual Property free and clear of all liens other than Permitted Liens; (ii) to the Knowledge of Vyome, no Person is currently infringing, misappropriating, diluting or otherwise violating, or has previously within the past four (4) years infringed, misappropriated, diluted or otherwise violated, any Vyome Intellectual Property; and (iii) no Person has provided written notice of a claim or action or, to the Knowledge of Vyome, threatened a claim or action, challenging the ownership, validity or scope of any Vyome Intellectual Property, and no item of Vyome Intellectual Property is the subject of any outstanding order, injunction, judgment, decree or ruling enacted, adopted, promulgated or applied by a Governmental Body or arbitrator of which Vyome has received written notice.

(b) To Vyome's Knowledge, Vyome and its Subsidiaries, their Products and the business of Vyome and its Subsidiaries as currently conducted, does not infringe, misappropriate, dilute or otherwise violate any Intellectual Property owned by another Person and has not infringed, misappropriated, diluted or otherwise violated any Intellectual Property owned by another Person within the past four (4) years. Except as set forth under Section 3.13(b) of the Vyome Disclosure Schedule, to Vyome's Knowledge, Vyome and its Subsidiaries have not, within the past four (4) years, received any charge, complaint, claim, demand, notice or other communication alleging any infringement, misappropriation, dilution, invalidation or other violation (including any claim that Vyome or a Subsidiary must license or refrain from using any Intellectual Property of another Person in order to avoid infringement, misappropriation, dilution or other violation) of the Intellectual Property of another Person, and there is no pending action, claim, or suit alleging any such infringement, misappropriation, dilution, invalidation or other violation.

(c) Vyome and its Subsidiaries own or have the right to use all Technology necessary for the manufacture, use and sale of Products, as currently marketed for sale, and for the

conduct of the business of Vyome and such Subsidiary, respectively, as currently conducted; provided, however, that the foregoing will not be interpreted as a representation regarding the infringement, misappropriation, dilution or other violation of Intellectual Property owned by another Person, which topic is dealt with exclusively in Section 3.13(b) above.

(d) Vyome and its Subsidiaries have taken commercially reasonable efforts to protect and preserve their rights in all Vyome Intellectual Property. To the Knowledge of Vyome, all employees, contractors and consultants who have created Intellectual Property used in the conduct of the business of Vyome or a Subsidiary as currently conducted have assigned to one or more of Vyome or its Subsidiaries all of their rights therein, to the full extent permitted by Law and to the extent such rights would not automatically vest with Vyome or one of its Subsidiaries by operation of Law.

3.14 Litigation. Except as set forth in Section 3.14 of the Vyome Disclosure Schedule, there are (a) no Actions pending or, (b) to Vyome's Knowledge, no Actions threatened against Vyome or any of its Subsidiaries, at law or in equity, or before or by any federal, state, provincial, municipal or other governmental or regulatory department, commission, board, bureau, agency or instrumentality, domestic or foreign, and Vyome and its Subsidiaries are not subject to or in violation of any outstanding judgment, order or decree of any court or Governmental Body in each case that would, individually or in the aggregate, have a Material Adverse Effect on Vyome. This Section 3.14 shall not apply to Taxes, with respect to which exclusively the representations and warranties in Section 3.11 shall apply.

3.15 Insurance. Section 3.15 of the Vyome Disclosure Schedule lists each material insurance policy maintained by Vyome or, to Vyome's Knowledge, under which Vyome is a named insured or otherwise the principal beneficiary of coverage, including the policy number and the period, type and amount of coverage. All such insurance policies are in full force and effect and shall continue in effect until the Closing Date. Such insurance policies are sufficient, in all material respects in the aggregate, with the operation of Vyome's business for the industry in which it operates. Vyome is not in default with respect to its obligations under any such insurance policies and, to Vyome's Knowledge, there is no threatened termination of, or threatened premium increase with respect to, any of such policies, other than in connection with Vyome's annual renewal process.

3.16 Employee Benefit Plans.

(a) Section 3.16 of the Vyome Disclosure Schedule lists all material Vyome Plans. Each Vyome Plan that is intended to meet the requirements to be qualified under Section 401(a) of the Code has received a favorable determination letter or is covered by a favorable opinion letter from the Internal Revenue Service that remains current to the effect that the form of such Vyome Plan is so qualified, and Vyome is not aware of any facts or circumstances that would reasonably be expected to jeopardize the qualification of such Vyome Plan. Each Vyome Plan complies in form and in operation in all material respects with the requirements of the Code, ERISA and other applicable Law; and Vyome has not become subject to any material liability by reason of (i) a failure to make any contribution to a Vyome Plan intended to be qualified under Section 401(a) of the Code within the time prescribed for the contribution under ERISA, or (ii) a breach of fiduciary duty or prohibited transaction under ERISA or any other applicable Law, in each case with respect to a Vyome Plan.

(b) With respect to each material Vyome Plan, Vyome has made available true and complete copies of the following (as applicable) prior to the date hereof: (i) the plan document, including all amendments thereto; (ii) the summary plan description along with all summaries of material modifications thereto; (iii) all related trust instruments or other funding-related documents; (iv) a copy of the most recent financial statements for the plan; (v) a copy of all material correspondence with any

Governmental Body relating to a Vyome Plan received or sent within the last two years and (vi) the most recent determination or opinion letter.

(c) Except as would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect on Vyome, with respect to the Vyome Plans, (i) all required contributions to, and premiums payable in respect of, such Vyome Plan have been made or, to the extent not required to be made on or before the date hereof, have been properly accrued on Vyome's financial statements in accordance with GAAP, and (ii) there are no actions, audits, suits or claims pending or, to Vyome's Knowledge, threatened, other than routine claims for benefits.

(d) No Vyome Plan is, and neither Vyome nor any of its ERISA Affiliates has at any time in the past six years sponsored or contributed to, or has or has had any liability or obligation whether fixed or contingent, with respect to (i) a "multiemployer plan" (within the meaning of Section 3(37) of ERISA), (ii) a single employer plan or other pension plan that is subject to Title IV of ERISA or Section 302 of ERISA or Section 412 of the Code, (iii) a "multiple employer plan" (within the meaning of Section 413(c) of the Code), or (iv) a multiple employer welfare arrangement (within the meaning of Section 3(40) of ERISA). Neither Vyome nor its Subsidiaries has any obligation to provide a current or former employee or other service provider (or any spouse or dependent thereof) any life insurance or medical or health benefits after his or her termination of employment with Vyome or any of its Subsidiaries, other than as required under Part 6 of Subtitle B of Title I of ERISA, Section 4980B of the Code or any similar state Law and coverage through the end of the month of termination of employment.

(e) Except as otherwise contemplated by this Agreement, neither the execution or delivery of this Agreement, nor the consummation of the transactions contemplated hereby, will, either individually or together with the occurrence of some other event (including a termination of employment or service), (i) result in any payment (including severance, bonus or other similar payment) becoming due to any current or former director, employee or individual independent contractor, (ii) increase or otherwise enhance any benefits or compensation otherwise payable to any such individual, (iii) result in the acceleration of the time of payment or vesting of any benefits under any Vyome Plan, (iv) require Vyome or its Subsidiaries to set aside any assets to fund any benefits under a Vyome Plan or result in the forgiveness in whole or in part of any outstanding loans made by Vyome to any Person, or (v) result in the payment of any "excess parachute payment" within the meaning of Code Section 280G or in the imposition of an excise Tax under Code Section 4999 or Section 409A (or, in either case, any corresponding provision of state, local or foreign Tax law). Vyome has no obligation to pay any gross-up in respect of any Tax under Code Section 4999 or Section 409A (or any corresponding provision of state, local or foreign Tax law).

3.17 Compliance with Law; Permits.

(a) Vyome and each of its Subsidiaries hold all Permits from Governmental Bodies required to operate their respective businesses as they are being conducted as of the date hereof, and all of such Permits are in full force and effect, except where the failure to obtain or have any such Permit would, individually or in the aggregate, not reasonably be expected to have a Material Adverse Effect on Vyome, and no proceeding is pending or, to the Knowledge of Vyome, threatened to revoke, suspend, cancel, terminate or adversely modify any such Permit. Neither Vyome nor any of its Subsidiaries is in material violation of, or in default under, any Law, in each case applicable to Vyome or any of its Subsidiaries or any of their respective assets and properties. Notwithstanding the foregoing, this Section 3.17 shall not apply to Taxes, employee benefit plans, environmental matters, labor and employment matters or regulatory matters, which are the subjects exclusively of the representations and warranties in Section 3.11, Section 3.16, Section 3.18, Section 3.19 and Section 3.20, respectively.

(b) None of Vyome, any of Vyome's Subsidiaries, any of their respective officers or employees or, to the Knowledge of Vyome, any of its suppliers, distributors, licensees or agents, or any other Person acting on behalf of Vyome or any of its Subsidiaries, directly or indirectly, has (i) made or received any payments in violation of any Law (including the U.S. Foreign Corrupt Practices Act), including any contribution, payment, commission, rebate, promotional allowance or gift of funds or property or any other economic benefit to or from any employee, official or agent of any Governmental Body where either the contribution, payment, commission, rebate, promotional allowance, gift or other economic benefit, or the purpose thereof, was illegal under any Law (including the U.S. Foreign Corrupt Practices Act) (any such payment, a "Prohibited Payment"); (ii) provided or received any product or services in violation of any Law (including the U.S. Foreign Corrupt Practices Act); or (iii) been subject to any investigation by any Governmental Body with regard to any Prohibited Payment.

3.18 Environmental Compliance and Conditions. Except for matters that would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect on Vyome,

(a) Vyome is and has been in compliance with all Environmental Laws;

(b) Vyome holds, and is and has been in compliance with, all authorizations, licenses and permits required under Environmental Laws to operate its business at the Vyome Real Property as presently conducted;

(c) Vyome has not received any notice from any Governmental Body or third party regarding any actual or alleged violation of Environmental Laws or any Liabilities or potential Liabilities for investigation costs, cleanup costs, response costs, corrective action costs, personal injury, property damage, natural resources damages or attorney fees under Environmental Laws;

(d) no Hazardous Substance has ever been released, generated, treated, contained, handled, used, manufactured, processed, buried, disposed of, deposited or stored by Vyome or on, under or about any of the real property occupied or used by Vyome. Vyome has not disposed of or released or allowed or permitted the release of any Hazardous Substance at any real property, including the Vyome Real Property, so as to give rise to Liability for investigation costs, cleanup costs, response costs, corrective action costs, personal injury, property damage, natural resources damages or attorney fees under CERCLA or any other Environmental Laws; and

(e) to Vyome's Knowledge, there are no and have never been any Hazardous Substances present on, at, in or under any real property currently or formerly owned, leased or used by Vyome for which Vyome has, or may have, Liability.

3.19 Employment and Labor Matters. Vyome is not a party to or bound by any collective bargaining agreement or other agreement with a labor union, works council or other employee representative body, and there are no such agreements which pertain to employees of Vyome in existence or in negotiation; and no employees of Vyome are represented by a labor union, works council or other employee representative body (other than any statutorily mandated representation in non-U.S. jurisdictions). Except as would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect on Vyome, (a) Vyome has not experienced any strike or grievance, claim of unfair labor practices, or other collective bargaining dispute within the past two (2) years; and (b) there are no Actions or any disputes pending or threatened (A) between Vyome and any of its current or former employees or individual independent contractors or (B) by or before any Governmental Body affecting Vyome concerning employment matters. There is no current campaign being conducted to solicit cards from or otherwise organize employees of Vyome or to authorize a labor union, works council or other employee representative body to request that the National Labor Relations Board (or any other

Governmental Body) certify or otherwise recognize such a body with respect to employees of Vyome, and Vyome has not been subject to an application by a labor union, works council or other employee representative body to be declared a common or related employer under labor relations legislation. Vyome is in compliance in all material respects with all Laws relating to the employment of labor, including all such Laws relating to wages, hours, discrimination, employment equity, workers' compensation, safety and health, worker classification (including employee-independent contractor classification and the proper classification of employees as exempt employees and non-exempt employees), the Worker Adjustment and Retraining Notification Act ("WARN") and any similar foreign, state, provincial or local "mass layoff" or "plant closing" Law. There has been no "mass layoff" or "plant closing" (as defined by WARN or any similar foreign, state, provincial or local Laws) with respect to Vyome within the six (6) months prior to the date hereof. As of the date hereof, to Vyome's Knowledge, no current executive, key employee or group of employees has given notice of termination of employment or otherwise disclosed plans to Vyome or any of its Subsidiaries to terminate employment with Vyome or any of its Subsidiaries within the next twelve (12) months.

3.20 FDA and Regulatory Matters.

(a) Except as has not and would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect on Vyome, Vyome is, and since December 31, 2020, has been, in compliance with all Healthcare Laws applicable to Vyome and its Products. Except as has not and would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect on Vyome, the design, development, investigation, manufacture, testing, sale, marketing and distribution of Products by or on behalf of Vyome is being, and has been since December 31, 2020, conducted in material compliance with all applicable Healthcare Laws, including, without limitation, requirements relating to clinical and non-clinical research, product approval or clearance, premarketing notification, labeling, advertising and promotion, record-keeping, adverse event reporting, reporting of corrections and removals, and current good manufacturing practices for medical device products. Vyome and, to Vyome's Knowledge, any contract manufacturers assisting in the manufacture of the Products or Product components are, and, since December 31, 2020, have been, in compliance with FDA's device registration and listing requirements to the extent required by applicable Healthcare Laws insofar as they pertain to the manufacture of Products or Product components for Vyome, except as has not and would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect on Vyome. Vyome has not received written notification of any pending or threatened claim, suit, proceeding, hearing, enforcement, audit, investigation, arbitration or other action from any Governmental Body, including, without limitation, the Centers for Medicare & Medicaid Services and the U.S. Department of Health and Human Services Office of Inspector General, or any comparable state or federal Governmental Body alleging potential or actual non-compliance by, or Liability of, Vyome under any Healthcare Law.

(b) Vyome holds such Permits of Governmental Bodies required for the conduct of its business as currently conducted, including, without limitation, those Permits necessary to permit the design, development, pre-clinical and clinical testing, manufacture, labeling, sale, shipment, distribution and promotion of its Products in jurisdictions where it currently conducts such activities with respect to each Product (collectively, the "Vyome Licenses"), except to the extent where the failure to hold such Permits would not, individually or in the aggregate, be reasonably expected to have a Material Adverse Effect on Vyome. Vyome has fulfilled and performed all of its obligations with respect to each Vyome License and is in material compliance with all terms and conditions of each Vyome License, and, to Vyome's Knowledge, no event has occurred which allows, or after notice or lapse of time would allow, revocation, suspension or termination thereof or would result in any other impairment of the rights of the holder of any Vyome License, except to the extent where the failure to be in material compliance would not, individually or in the aggregate, be reasonably expected to have a Material Adverse Effect on Vyome. Vyome has not received any written information or written notification from the FDA or any

other Governmental Body with jurisdiction over the testing, marketing, sale, use, handling and control, safety, efficacy, reliability, distribution or manufacturing of medical devices which would reasonably be expected to lead to the denial of any application for marketing approval or clearance currently pending before the FDA or any other Governmental Body.

(c) All material filings, reports, documents, claims, submissions and notices required to be filed, maintained or furnished to the FDA, state or other Governmental Bodies have been so filed, maintained or furnished and were complete and correct in all material respects on the date filed (or were corrected in or supplemented by a subsequent filing), including adverse event reports, medical device reports and reports of corrections and removals with regard to the Products. All applications, notifications, submissions, information, claims, reports, filings and other data and conclusions derived therefrom utilized as the basis for, or submitted in connection with, any and all requests for a Vyome License from the FDA or other Governmental Body relating to Vyome or its businesses or the Products, when submitted to the FDA or any other Governmental Body, whether oral, written or electronically delivered, were true, accurate and complete in all material respects as of the date of submission. Any necessary or required updates, changes, corrections or modifications to such applications, notifications, submissions, information, claims, reports, filings and other data have been submitted to the FDA or other Governmental Body and as so updated, changed, corrected or modified remain true, accurate and complete in all material respects and do not materially misstate any of the statements or information included therein or omit to state a material fact necessary to make the statements therein not misleading.

(d) Vyome has not received any written notice or other communication from the FDA or any other Governmental Body contesting the pre-market clearance or approval of, the uses of or the labeling and promotion of any of the Products. No manufacturing site which assists in the manufacture of the Products or Product components (whether Vyome-owned or operated or that of a contract manufacturer for any Products or Product components) has been subject to a Governmental Body (including the FDA) shutdown or import or export detention, refusal or prohibition. Neither Vyome nor, to Vyome's Knowledge, any manufacturing site which assists in the manufacture of any material Products or material Product components (whether Vyome-owned or operated or that of a contract manufacturer for the Products or Product components) has received, since December 31, 2020, any FDA Form 483 or other Governmental Body notice of inspectional observations or adverse findings, "warning letters," "untitled letters" or similar correspondence or notice from the FDA or other Governmental Body alleging or asserting noncompliance with any applicable Healthcare Laws or Vyome Licenses or alleging a lack of safety or effectiveness from the FDA or any other Governmental Body, and, to Vyome's Knowledge, there is no such action or proceeding pending or threatened.

(e) The FDA has not mandated that Vyome recall any of its Products. There are no recalls of any of Vyome's Products contemplated by Vyome or pending. Since December 31, 2020, there have been no recalls (either voluntary or involuntary), field corrections, market withdrawals or replacements, warnings, "dear doctor" letters, investigator notices, safety alerts or other notices of action relating to an alleged lack of safety, efficacy or regulatory compliance of any Product or Product component, or seizures ordered or adverse regulatory actions taken (or, to Vyome's Knowledge, threatened) by the FDA or any Governmental Body with respect to any of the Products or Product components or any facilities where Products or Product components are developed, designed, tested, manufactured, assembled, processed, packaged or stored.

(f) Except as set forth on Section 3.20(f) of the Vyome Disclosure Schedule, there are no clinical trials that are being conducted as of the date hereof by or on behalf of, or sponsored by, Vyome.

(g) Vyome is not the subject of any pending or, to the Knowledge of Vyome, threatened investigation regarding Vyome or the Products by the FDA pursuant to the FDA Fraud Policy. Neither Vyome nor, to the Knowledge of Vyome, any officer, employee, agent or distributor of Vyome has made an untrue statement of material fact to the FDA or any other Governmental Body, failed to disclose a material fact required to be disclosed to the FDA or any other Governmental Body or committed an act, made a statement or failed to make a statement that, at the time such disclosure was made, would reasonably be expected to provide a basis for the FDA or any other Governmental Body to invoke the FDA Fraud Policy or any similar policy. Neither Vyome nor, to the Knowledge of Vyome, any officer, employee, agent or distributor of Vyome has been convicted of any crime or engaged in any conduct for which such Person could be excluded from participating in the federal health care programs under Section 1128 of the Social Security Act of 1935, as amended, or any similar Law. No claims, actions, proceedings or investigation that would reasonably be expected to result in a debarment or exclusion are pending or, to the Knowledge of Vyome, threatened, against Vyome or, to the Knowledge of Vyome, any of its directors, officers, employees or agents.

3.21 Brokerage. Other than Chardan Capital Markets, LLC, no Person shall be entitled to any brokerage commissions, finders' fees or similar compensation in connection with the transactions contemplated hereby based on any arrangement or agreement made by or on behalf of Vyome. ReShape has been given access to a true and correct copy of all Contracts entitling any person to any brokerage commissions, finders' fees or similar compensation in connection with the transactions contemplated hereby based on any arrangement or agreement made by or on behalf of Vyome, together with all amendments, waivers or other changes thereto.

3.22 Disclosure. None of the information supplied or to be supplied by or on behalf of Vyome for inclusion or incorporation by reference in (a) the Registration Statement will, at the time the Registration Statement is filed with the SEC and becomes effective under the Securities Act or (b) the Joint Proxy Statement will, at the time the Joint Proxy Statement is mailed to the Vyome Stockholders, or at the time of the Vyome Stockholders' Meeting, contain any untrue statement of a material fact, or omit to state any material fact required to be stated therein, necessary in order to make the statements therein, in light of the circumstances under which they are made, not misleading or necessary in order to correct any statement of a material fact in any earlier communication with respect to the solicitation of proxies for the Vyome Stockholders' Meeting which has become false or misleading. The Joint Proxy Statement will comply as to form in all material respects with the applicable provisions of the Exchange Act and the rules and regulations promulgated by the SEC thereunder. Notwithstanding the foregoing, Vyome makes no representation or warranty with respect to any information supplied by or to be supplied by ReShape that is included or incorporated by reference in the foregoing document. The representations and warranties contained in this Section 3.22 will not apply to statements or omissions included in the Registration Statement or Joint Proxy Statement upon information furnished to Vyome in writing by the other parties hereto specifically for use therein.

3.23 Board Approval; Vote Required.

(a) The Vyome Board, by resolutions duly adopted by unanimous vote of those voting at a meeting duly called and held, has duly (i) determined that this Agreement and the Merger are in the best interests of Vyome and its stockholders, (ii) approved this Agreement and the transactions contemplated hereby, including the Merger, and declared this Agreement advisable and (iii) recommended that the stockholders of Vyome adopt this Agreement. As of the date of this Agreement, such resolutions have not been amended or withdrawn.

(b) Other than the Vyome Stockholder Approval, no other corporate proceeding is necessary to authorize the execution, delivery or performance of this Agreement and the transactions contemplated thereby.

3.24 No Other Representations and Warranties. EXCEPT FOR THE REPRESENTATIONS AND WARRANTIES CONTAINED IN ARTICLE 3 OF THIS AGREEMENT (AS MODIFIED BY THE VYOME DISCLOSURE SCHEDULE), VYOME MAKES NO EXPRESS OR IMPLIED REPRESENTATION OR WARRANTY, AND VYOME HEREBY DISCLAIMS ANY SUCH REPRESENTATION OR WARRANTY WITH RESPECT TO THE EXECUTION AND DELIVERY OF THIS AGREEMENT AND THE CONSUMMATION OF THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT.

ARTICLE 4

REPRESENTATIONS AND WARRANTIES OF RESHAPE AND MERGER SUB

Except as disclosed in (a) the ReShape SEC Documents furnished or filed prior to the date hereof (excluding any disclosures relating to forward-looking statements to the extent that they are cautionary, predictive or forward-looking in nature and disclosures referenced under the captions "Risk Factors" and "Quantitative and Qualitative Disclosures About Market Risk") and that is reasonably apparent on the face of such disclosure to be applicable to the representation and warranty set forth herein) or (b) the confidential disclosure schedule delivered by ReShape to Vyome prior to the execution and delivery of this Agreement (the "ReShape Disclosure Schedule"), ReShape and Merger Sub represent and warrant to Vyome as follows:

4.01 Organization and Corporate Power. ReShape is a corporation duly organized, validly existing and in good standing under the Laws of the State of Delaware, with full corporate power and authority to enter into this Agreement and perform its obligations hereunder. Each of the Subsidiaries of ReShape is a corporation or other entity duly organized and validly existing under the laws of the jurisdiction of its incorporation or organization. Each of ReShape and its Subsidiaries has all requisite corporate power and authority and all authorizations, licenses and permits necessary to own, lease and operate its properties and to carry on its business as it is now being conducted, except where the failure to hold such authorizations, licenses and permits would not have a Material Adverse Effect on ReShape. Each of ReShape and its Subsidiaries is duly qualified or authorized to do business and is in good standing in every jurisdiction (to the extent such concept exists in such jurisdiction) in which its ownership of property or the conduct of business as now conducted requires it to qualify, except where the failure to be so qualified, authorized or in good standing would not have a Material Adverse Effect on ReShape. True and complete copies of the certificate of incorporation and bylaws of ReShape, as in effect as of the date hereof, have been heretofore made available to Vyome.

4.02 Authorization; Valid and Binding Agreement. The execution, delivery and performance of this Agreement and each other agreement, document, or instrument or certificate contemplated hereby by ReShape and Merger Sub and, subject to obtaining the ReShape Stockholder Approval, the consummation of the transactions contemplated hereby and thereby have been duly and validly authorized by all requisite action on the part of ReShape and Merger Sub, and, subject to obtaining the ReShape Stockholder Approval, the resolution to issue ReShape Shares to former holders of Vyome Common Stock and Vyome Preferred Stock in connection with the Merger and the implementation of the Certificate of Incorporation, no other proceedings on ReShape's or Merger Sub's part are necessary to authorize the execution, delivery or performance of this Agreement. Assuming that this Agreement is a valid and binding obligation of the other parties hereto, this Agreement constitutes a valid and binding obligation of ReShape and Merger Sub, enforceable in accordance with its terms, except as enforceability

may be limited by applicable bankruptcy, insolvency, fraudulent conveyance, reorganization or moratorium Laws, other similar Laws affecting creditors' rights and general principles of equity affecting the availability of specific performance and other equitable remedies.

4.03 Capital Stock.

(a) The authorized capital stock of ReShape consists of 300,000,000 shares of ReShape Shares and 10,000,000 shares of preferred stock, of which, as of the date hereof, 29,387,048 ReShape Shares, and 95,388 shares of ReShape Series C Preferred Stock, which are convertible into 10 shares of ReShape Shares, were issued and outstanding.

(b) Section 4.03(b) of the ReShape Disclosure Schedule sets forth a true and complete list as of the date hereof of the outstanding ReShape Shares, ReShape Options, ReShape RSUs and ReShape Warrants, including, with respect to each ReShape Option, ReShape RSU award and ReShape Warrant, the number of ReShape Shares issuable thereunder or with respect thereto, the holder thereof thereto and the exercise price (if any).

(c) All of the outstanding ReShape Shares have been duly authorized and validly issued and are fully paid, non-assessable and free of preemptive or similar rights. All of the issued and outstanding ReShape Shares were issued in compliance with all applicable Laws concerning the issuance of securities. Except for the ReShape Warrants, ReShape does not have any other equity securities or securities containing any equity features authorized, issued or outstanding, and there are no agreements, options, warrants or other rights or arrangements existing or outstanding which provide for the sale or issuance of any of the foregoing by ReShape. Except as set forth on Section 4.03(b) of the ReShape Disclosure Schedule, there are no outstanding (i) shares of capital stock or other equity interests or voting securities of ReShape; (ii) securities convertible or exchangeable, directly or indirectly, into capital stock of ReShape; (iii) options, warrants, purchase rights, subscription rights, preemptive rights, conversion rights, exchange rights, calls, puts, rights of first refusal or other contracts that require ReShape to issue, sell or otherwise cause to become outstanding or to acquire, repurchase or redeem capital stock of ReShape; (iv) stock appreciation, phantom stock, profit participation or similar rights with respect to ReShape or (v) bonds, debentures, notes or other indebtedness of ReShape having the right to vote on any matters on which stockholders of ReShape may vote.

(d) All of the outstanding ReShape Options, ReShape Warrants and ReShape RSUs have been duly authorized by all necessary corporate action and were granted in accordance with the terms of all applicable Plans and applicable Laws.

4.04 Subsidiaries. All of the outstanding shares of capital stock or equivalent equity interests of each of ReShape's Subsidiaries are owned of record and beneficially, directly or indirectly, by ReShape free and clear of all material Liens, pledges, security interests or other encumbrances (other than Permitted Liens).

4.05 No Breach. Except with respect to clauses (ii) and (iii), for any conflicts, violations, breaches, defaults or other occurrences which would not constitute a Material Adverse Effect on ReShape, the execution, delivery and performance of this Agreement by ReShape and, subject to obtaining the ReShape Stockholder Approval, the consummation of the transactions contemplated hereby do not (i) conflict with or violate ReShape's Organizational Documents, (ii) assuming all consents, approvals, authorizations and other actions described in Section 4.06 have been obtained and all filings and obligations described in Section 4.06 have been made, conflict with or violate any Law, statute, rule or regulation or order, judgment or decree to which ReShape, its Subsidiaries or any of its properties or assets is subject or (iii) conflict with or result in any material breach of, constitute a material default

under, result in a material violation of, give rise to a right of termination, cancellation or acceleration under, give rise to any penalties, repayment obligations, special assessments or additional payments under, result in the creation of any Lien upon any assets of ReShape or require any authorization, consent, waiver, approval, filing, exemption or other action by or notice to any court, other Governmental Body or other third party, under the provisions of any ReShape Material Contract.

4.06 Consents, etc. Except for (i) applicable requirements of the Exchange Act, (ii) the filing of the Registration Statement under the Securities Act, (iii) any filings required under U.S. state securities Laws, (iv) any filings required by Nasdaq, (v) the filing of the Certificate of Merger and (vi) any filings of appropriate documents with the relevant authorities of other states in which ReShape or any of its Subsidiaries is qualified to do business, in each case which have or will be made, ReShape is not required to submit any notice, report or other filing with any Governmental Body in connection with the execution, delivery or performance by it of this Agreement or the consummation of the transactions contemplated hereby. Other than as stated above, no consent, approval or authorization of any Governmental Body or any other party or Person is required to be obtained by ReShape in connection with its execution, delivery and performance of this Agreement or the consummation of the transactions contemplated hereby, except for those consents, approvals and authorizations the failure of which to obtain would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect on ReShape.

4.07 SEC Reports; Disclosure Controls and Procedures.

(a) ReShape has filed or furnished all reports and other documents with the SEC required to be filed or furnished by ReShape since January 1, 2023 (the "ReShape SEC Documents"). As of their respective filing dates (or, if amended, supplemented or superseded by a filing prior to the date of this Agreement, then on the date of such amendment, supplement or superseding filing), (i) each of the ReShape SEC Documents complied in all material respects with the applicable requirements of the Securities Act or the Exchange Act (as the case may be) and the requirements of SOX, each as in effect on the date so filed or furnished, and (ii) none of the ReShape SEC Documents contained any untrue statement of a material fact or omitted to state a material fact required to be stated therein or necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading.

(b) The financial statements (including related notes, if any) contained in the ReShape SEC Documents (i) complied as to form in all material respects with the published rules and regulations of the SEC applicable thereto, (ii) were prepared in accordance with GAAP applied on a consistent basis throughout the periods covered (except as may be indicated in the notes to such financial statements or, in the case of unaudited statements, as permitted by Form 10-Q of the SEC and except that the unaudited financial statements may not have contained notes and were subject to normal and recurring year-end adjustments) and (iii) fairly presented in all material respects the consolidated financial position of ReShape and its consolidated Subsidiaries as of the respective dates thereof and the consolidated results of operations and cash flows of ReShape and its consolidated Subsidiaries for the periods covered thereby.

(c) ReShape has designed and maintains a system of internal control over financial reporting (as defined in Rules 13a–15(f) and 15d–15(f) of the Exchange Act) sufficient to provide reasonable assurances regarding the reliability of financial reporting. ReShape (i) has designed and maintains disclosure controls and procedures (as defined in Rules 13a–15(e) and 15d–15(e) of the Exchange Act) to provide reasonable assurance that all information required to be disclosed by ReShape in the reports that it files or submits under the Exchange Act is recorded, processed, summarized and reported within the time periods specified in the SEC's rules and forms and is accumulated and communicated to ReShape's management as appropriate to allow timely decisions regarding required

disclosure and (ii) has disclosed, based on its most recent evaluation of its disclosure controls and procedures and internal control over financial reporting prior to the date of this Agreement, to ReShape's auditors and the audit committee of the ReShape Board (A) any significant deficiencies and material weaknesses in the design or operation of its internal control over financial reporting that are reasonably likely to adversely affect in any material respect ReShape's ability to record, process, summarize and report financial information and (B) any fraud, whether or not material, that involves management or other employees who have a significant role in ReShape's internal control over financial reporting. Since December 31, 2022, any material change in internal control over financial reporting required to be disclosed in any ReShape SEC Document has been so disclosed.

(d) Since the ReShape Balance Sheet Date, (i) neither ReShape nor any of its Subsidiaries nor, to the Knowledge of ReShape, any director, officer, employee, auditor, accountant or representative of ReShape or any of its Subsidiaries has received or otherwise obtained Knowledge of any material complaint, allegation, assertion or claim, whether written or oral, regarding the accounting or auditing practices, procedures, methodologies or methods of ReShape or any of its Subsidiaries or their respective internal accounting controls, including any material complaint, allegation, assertion or claim that ReShape or any of its Subsidiaries has engaged in questionable accounting or auditing practices, and, (ii) to the Knowledge of ReShape, no attorney representing ReShape or any of its Subsidiaries, whether or not employed by ReShape or any of its Subsidiaries, has reported evidence of a material violation of securities Laws, breach of fiduciary duty or similar violation, by ReShape or any of its officers, directors, employees or agents to the board of directors or any committee thereof or to any director or executive officer of ReShape.

(e) ReShape is in material compliance with the applicable listing and corporate governance rules and regulations of Nasdaq.

4.08 No Undisclosed Liabilities. Except (a) as and to the extent disclosed or reserved against on the ReShape Balance Sheet included in the ReShape SEC Documents; (b) as incurred after the date thereof in the ordinary course of business consistent with past practice or (c) as set forth in Section 4.08 of the ReShape Disclosure Schedule, ReShape, together with its Subsidiaries, does not have any liabilities or obligations of any nature, whether known or unknown, absolute, accrued, contingent or otherwise and whether due or to become due, in each case required by GAAP to be reflected or reserved against in the consolidated balance sheet of ReShape and its Subsidiaries (or disclosed in the notes to such balance sheet), that, individually or in the aggregate, have or would reasonably be expected to have a Material Adverse Effect on ReShape.

4.09 Absence of Certain Developments. Since the ReShape Balance Sheet Date, there has not been any Material Adverse Effect on ReShape. Except as expressly contemplated hereby, since the ReShape Balance Sheet Date, ReShape has carried on and operated its business in all material respects in the ordinary course of business consistent with past practice, and ReShape has not:

(a) amended or modified its Organizational Documents;

(b) sold, leased, assigned, transferred or purchased any material tangible assets, in each case in a single or related series of transactions, except in the ordinary course of business;

(c) issued, sold, redeemed or transferred any of its capital stock or other equity securities, securities convertible into its capital stock or other equity securities or warrants, options or other rights to acquire its capital stock or other equity securities, or any bonds or debt securities;

(d) prior to the date hereof, declared or paid any dividend or other distribution of the assets of ReShape;

(e) made or approved any material changes in its employee benefit plans or made any material changes in wages salary, or other compensation, including severance, with respect to its current or former officers, directors or executive employees, other than increases in base salaries and wages that are consistent with past practices or as required by applicable Law or any ReShape Plan;

(f) paid, loaned or advanced (other than the advance or reimbursement of business expenses in the ordinary course of business consistent with past practice or 401(k) plan loans) any amounts to, or sold, transferred or leased any of its assets to, or entered into any other transactions with, any of its Affiliates, or made any loan to, or entered into any other transaction with, any of its directors or officers outside the ordinary course of business or other than at arm's length;

(g) except as required by applicable Law, adopted, terminated or materially amended any ReShape Plans;

(h) hired or terminated any officers or employees of ReShape with annual cash compensation in excess of $100,000;

(i) commenced or settled any Action in which the amount in dispute is in excess of $100,000;

(j) made any material change in accounting principles, methods, procedures or policies, except as required by GAAP;

(k) made, changed or revoked any material Tax election, or settled or compromised any material Tax claim or liabilities, or filed any substantially amended material Tax Return;

(l) (i) authorized, proposed, entered into or agreed to enter into any plan of liquidation, dissolution or other reorganization or (ii) authorized, proposed, entered into or agreed to enter into any merger, consolidation or business combination with any Person;

(m) except in the ordinary course of business, incurred or discharged any Indebtedness;

(n) made capital expenditures or capital additions or betterments in excess of $100,000 in the aggregate;

(o) suffered any material damage, destruction or loss, whether or not covered by insurance;

(p) sold, assigned, transferred, abandoned or allowed to lapse or expire any material Intellectual Property rights (other than certain pending applications that have not been allowed or granted) or other intangible assets owned, used or licensed by ReShape in connection with any product of ReShape or the operation of its business;

(q) been subject to any claim or written threat of infringement, misappropriation or other violation by or against ReShape of Intellectual Property rights of ReShape or a third party;

(r) materially reduced the amount of any insurance coverage provided by existing insurance policies; or

(s) committed to do any of the foregoing.

4.10 Title to Properties.

(a) ReShape and its Subsidiaries have sufficient title to, or hold pursuant to valid and enforceable leases or other comparable contract rights, all of the personal property and other tangible assets necessary for the conduct of the business of ReShape and its Subsidiaries, taken as a whole, as currently conducted, in each case free and clear of any Liens (other than Permitted Liens), except where the failure to do so would not constitute a Material Adverse Effect on ReShape. To ReShape's Knowledge, all such items of tangible personal property are in operating condition and repair (ordinary wear and tear excepted) and have been maintained in accordance with normal industry practices.

(b) The leased real property described in Section 4.10(b) to the ReShape Disclosure Schedule (the "ReShape Real Property") constitutes all of the real property used, occupied or leased by ReShape or its Subsidiaries. The ReShape Real Property leases are in full force and effect, and ReShape holds a valid and existing leasehold interest in the ReShape Real Property under each such applicable lease. Neither ReShape nor, to ReShape's Knowledge, any other party to the applicable ReShape Real Property leases is in default in any material respect under any of such leases. No event has occurred which, if not remedied, would result in a default by ReShape in any material respect under the ReShape Real Property leases, and, to ReShape's Knowledge, no event has occurred which, if not remedied, would result in a default by any party other than ReShape in any material respect under the ReShape Real Property leases.

4.11 Tax Matters.

(a) (i) ReShape and its Subsidiaries have timely filed (taking into account any applicable extensions) all material Tax Returns required to be filed by them, (ii) such Tax Returns are complete and correct in all material respects, (iii) ReShape and its Subsidiaries have paid all Taxes as due and payable (whether or not shown on any Tax Return) and, (iv) as of the date of the ReShape Balance Sheet Date, any liability of ReShape or any of its Subsidiaries for accrued Taxes not yet due and payable, or which are being contested in good faith through appropriate proceedings, has been provided for in the financial statements of ReShape in accordance with applicable accounting practices and procedures. Since the date of the ReShape Balance Sheet, neither ReShape nor any of its Subsidiaries has incurred any liability for Taxes outside the ordinary course of business.

(b) No claim has been made in writing by any Governmental Body in a jurisdiction where ReShape and any of its Subsidiaries do not file Tax Returns that such Person is or may be subject to taxation by that jurisdiction. There are no material liens for Taxes (other than Taxes not yet due and payable) upon any of the assets of ReShape or any of its Subsidiaries. ReShape and its Subsidiaries have withheld and paid all material Taxes required to have been withheld and paid in connection with any amounts paid or owing to any employee, independent contractor, creditor, stockholder or other third party. Neither ReShape nor any of its Subsidiaries has been a party to any "reportable transaction" as defined in Section 6707A(c)(1) of the Code and Treasury Regulations Section 1.6011-4(b).

(c) No material deficiencies for Taxes with respect to ReShape or any of its Subsidiaries have been claimed, proposed or assessed by any Governmental Body. No material non-U.S., federal, state or local Tax audits or administrative or judicial Tax proceedings are pending or being conducted with respect to ReShape or any of its Subsidiaries.

(d) (A) There is no outstanding request for any extension of time for ReShape or any of its Subsidiaries to pay any material Tax or file any material Tax Return, other than any such request made in the ordinary course of business, and (B) there has been no waiver or extension of any applicable statute of limitations for the assessment or collection of any material Tax of ReShape or any of its Subsidiaries that is currently in force.

(e) Neither ReShape nor any of its Subsidiaries is a party to or bound by any Tax allocation, sharing or similar agreement (other than any commercial agreement entered into in the ordinary course of business that does not relate primarily to Taxes). Neither ReShape nor any of its Subsidiaries (A) has been a member of an affiliated group filing a combined, consolidated or unitary Tax Return (other than a group the common parent of which was ReShape) or (B) has liability for the Taxes of any Person (other than ReShape or its Subsidiaries) under Treasury Regulation Section 1.1502-6 (or any similar provision of state, local or non-U.S. law), as a transferee or successor, by contract, or otherwise (other than any commercial agreements entered into in the ordinary course of business that do not relate primarily to Taxes).

(f) ReShape and its Subsidiaries have established procedures and have been in compliance with the medical device excise tax provisions imposed by Section 4191 of the Code since the effective date of such provisions and to the extent it is applicable to their operations.

(g) Neither ReShape nor any of its Subsidiaries has been a "distributing corporation" or a "controlled corporation" within the meaning of Section 355(a)(1)(A) of the Code (or any similar provision of state, local or non-U.S. Law).

(h) Neither ReShape nor any of its Subsidiaries will be required to include any material item of income in, or exclude any material item of deduction from, taxable income for any Tax period (or portion thereof) ending after the Closing Date as a result of any: (i) adjustment under Section 481(a) or Section 482 of the Code (or any corresponding or similar provision of state, local or non-U.S. income Tax law) by reason of a change in method of accounting or otherwise prior to the Closing; (ii) "closing agreement" as described in Section 7121 of the Code (or any corresponding or similar provision of state, local or non-U.S. income Tax law) executed prior to the Closing; (iii) installment sale or open transaction disposition made prior to the Closing; (iv) prepaid amount received prior to the Closing outside the ordinary course of business; or (v) election under Section 108(i) of the Code.

(i) Neither ReShape nor any of its Subsidiaries have taken or have failed to take, prior to the Effective Time, any action that would reasonably be expected to prevent or impede the Merger from qualifying as a "reorganization" within the meaning of Section 368 of the Code.

(j) Neither ReShape nor any of its Subsidiaries (i) has been a shareholder of a "controlled foreign corporation" as defined in Section 957 of the Code (or any similar provision of state, local or foreign law); (ii) has been a "personal holding company" as defined in Section 542 of the Code (or any similar provision of state, local or foreign law); (iii) has been a shareholder of a "passive foreign investment company" within the meaning of Section 1297 of the Code; (iv) has been a United States real property holding corporation within the meaning of Section 897(c)(2) of the Code during the applicable period specified in Section 897(c)(1)(A)(ii) of the Code or (v) has engaged in a trade or business, had a permanent establishment or received written notice from a non-U.S. Tax authority that it has a permanent establishment (in each case within the meaning of an applicable Tax treaty), or otherwise become subject to Tax jurisdiction in a country other than the country of its formation.

(k) None of ReShape' non-U.S. Subsidiaries (i) is or was a "surrogate foreign corporation" within the meaning of Section 7874(a)(2)(B) of the Code or is treated as a U.S. corporation

under Section 7874(b) of the Code; or (ii) was created or organized in the United States such that such entity would be taxable in the United States as a domestic entity pursuant to United States Treasury Regulations Section 301.7701-5(a).

(l) The prices and terms for the provision of any property or services by or to ReShape or any of its Subsidiaries are arm's length for purposes of the relevant transfer pricing laws, and all related documentation required by such laws has been timely prepared or obtained and, if necessary, retained.

(m) Neither ReShape nor any of its Subsidiaries has any item of income which could constitute subpart F income within the meaning of Section 952 of the Code.

(n) Neither ReShape nor any of its Subsidiaries has participated in or cooperated with, or has agreed to participate in or cooperate with, or is participating in or cooperating with, any international boycott within the meaning of Section 999 of the Code.

(o) Neither ReShape nor any of its Subsidiaries has deferred the withholding or remittance of any Applicable Taxes (as defined in Section 3.11(o)) related or attributable to any Applicable Wages (as defined in Section 3.11(o)) for any employees of ReShape or any of its Subsidiaries up to and through and including Closing Date, notwithstanding Internal Revenue Service Notice 2020-65 (or any comparable regime for state or local Tax purposes).

(p) ReShape has provided or made available to Vyome all documentation relating to, and is in full compliance with all terms and conditions of, any Tax exemption, Tax holiday, Tax incentive or other Tax reduction agreement or order of a territorial or non-U.S. government. The consummation of the transactions contemplated by this Agreement will not have any adverse effect on the continued validity and effectiveness of any Tax exemption, Tax holiday, Tax incentive or other Tax reduction agreement or order.

4.12 Contracts and Commitments.

(a) As of the date hereof, ReShape is not party to nor bound by any:

(i) "material contract" (as such term is defined in Item 601(b)(10) of Regulation S-K of the SEC) with respect to ReShape or any of its Subsidiaries that was required to be, but has not been, filed with the SEC with ReShape's Annual Report on Form 10-K for the year ended December 31, 2023, or any ReShape SEC Documents filed after the date of filing of such Form 10-K until the date hereof;

(ii) Contract (A) relating to the disposition or acquisition by ReShape or any of its Subsidiaries of a material amount of assets (1) after the date of this Agreement other than in the ordinary course of business consistent with past practice or (2) prior to the date hereof, which contains any material ongoing obligations (including indemnification, "earn-out" or other contingent obligations) that are still in effect that are reasonably likely, under any of them, to result in claims in excess of $100,000 or (B) pursuant to which ReShape or any of its Subsidiaries will acquire any material ownership interest in any other person or other business enterprise other than ReShape's Subsidiaries;

(iii) collective bargaining agreement or Contract with any labor union, trade organization or other employee representative body;

(iv) Contract establishing any joint ventures, partnerships or similar arrangements;

(v) Contract (A) prohibiting or materially limiting the right of ReShape to compete in any line of business or to conduct business with any Person or in any geographical area, (B) obligating ReShape to purchase or otherwise obtain any product or service exclusively from a single party or sell any product or service exclusively to a single party or (C) under which any Person has been granted the right to manufacture, sell, market or distribute any product of ReShape on an exclusive basis to any Person or group of Persons or in any geographical area but excluding any distribution, sales representative, sales agent or similar agreement under which ReShape has granted a Person an exclusive geographical area and under which ReShape paid commissions less than $100,000 to such Person in 2023, or from whom ReShape received less than $100,000 from the sale of product to said Person in 2023;

(vi) Contract pursuant to which ReShape or any of its Subsidiaries (i) licenses any material Intellectual Property from another Person that is used by ReShape or one of its Subsidiaries in the conduct of its business as currently conducted that could require payment by ReShape or any Subsidiary of royalties or license fees exceeding $100,000 in any twelve (12) month period or (ii) licenses ReShape Intellectual Property to another Person, except licenses provided to direct customers in the ordinary course of business;

(vii) mortgages, indentures, guarantees, loans or credit agreements, security agreements or other Contracts relating to the borrowing of money or extension of credit of $100,000 or more, other than (A) accounts receivables and payables and (B) loans to direct or indirect wholly-owned subsidiaries, in each case in the ordinary course of business consistent with past practice;

(viii) Contract providing for any guaranty by ReShape or any of its Subsidiaries of third-party obligations (under which ReShape or any of its Subsidiaries has continuing obligations as of the date hereof) of $100,000 or more, other than any guaranty by ReShape or any of its Subsidiaries' obligations;

(ix) Contract between ReShape, on the one hand, and any Affiliate of ReShape (other than a Subsidiary of ReShape), on the other hand (other than a ReShape Plan);

(x) Contract containing a right of first refusal, right of first negotiation or right of first offer in favor of a party other than ReShape or its Subsidiaries;

(xi) Contract under which ReShape and ReShape's Subsidiaries are expected to make annual expenditures or receive annual revenues in excess of $100,000 during the current or a subsequent fiscal year; or

(xii) Contract to enter into any of the foregoing.

(b) Vyome has been given access to a true and correct copy of all written ReShape Material Contracts, together with all material amendments, waivers or other changes thereto. There are no oral ReShape Material Contracts.

(c) Except as would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect on ReShape, (i) ReShape is not in default under any Contract listed, or required to be listed, in Section 4.12(a) of the ReShape Disclosure Schedule (each, an "ReShape Material

Contract" and, collectively, the "ReShape Material Contracts"), and, (ii) to ReShape's Knowledge, as of the date hereof, the other party to each of the ReShape Material Contracts is not in default thereunder. Each ReShape Material Contract is legal and in full force and effect and is valid, binding and enforceable against ReShape and, to ReShape's Knowledge, each other party thereto. As of the date hereof, no party to any ReShape Material Contract has given any written notice, or to the Knowledge of ReShape, any notice (whether or not written) of termination or cancellation of any ReShape Material Contract or that it intends to seek to terminate or cancel any ReShape Material Contract (whether as a result of the transactions contemplated hereby or otherwise).

4.13 Intellectual Property.

(a) All of the issued patents, registered domain names, registered trademarks and service marks, registered copyrights and pending applications for any of the foregoing that are still being prosecuted, that are currently owned by ReShape or any of its Subsidiaries are set forth in Section 4.13 of the ReShape Disclosure Schedule (together with all material unregistered Intellectual Property currently owned, "ReShape Intellectual Property"). (i) One or more of ReShape and its Subsidiaries owns and possesses all right, title and interest in and to each item of the ReShape Intellectual Property free and clear of all liens other than Permitted Liens; (ii) to the Knowledge of ReShape, no Person is currently infringing, misappropriating, diluting or otherwise violating, or has previously within the past four (4) years infringed, misappropriated, diluted or otherwise violated, any ReShape Intellectual Property and (iii) no Person has provided written notice of a claim or action or, to the Knowledge of ReShape, threatened a claim or action, challenging the ownership, validity or scope of any ReShape Intellectual Property, and no item of ReShape Intellectual Property is the subject of any outstanding order, injunction, judgment, decree or ruling enacted, adopted, promulgated or applied by a Governmental Body or arbitrator of which ReShape has received written notice.

(b) To ReShape's Knowledge, ReShape and its Subsidiaries, their Products and the business of ReShape and its Subsidiaries as currently conducted, does not infringe, misappropriate, dilute or otherwise violate any Intellectual Property owned by another Person and has not infringed, misappropriated, diluted or otherwise violated any Intellectual Property owned by another Person within the past four (4) years. To ReShape's Knowledge, ReShape and its Subsidiaries have not, within the past four (4) years, received any charge, complaint, claim, demand, notice or other communication alleging any infringement, misappropriation, dilution or other violation (including any claim that ReShape or a Subsidiary must license or refrain from using any Intellectual Property of another Person in order to avoid infringement, misappropriation, dilution or other violation) of the Intellectual Property of another Person, and there is no pending action, claim, or suit alleging any such infringement, misappropriation, dilution or violation.

(c) ReShape and its Subsidiaries own or have the right to use all Technology necessary for the manufacture, use and sale of Products, as currently marketed for sale and for the conduct of the business of ReShape and such Subsidiary, respectively, as currently conducted; provided, however, that the foregoing will not be interpreted as a representation regarding the infringement, misappropriation, dilution or other violation of Intellectual Property owned by another Person, which topic is dealt with exclusively in Section 4.13(b) above.

(d) ReShape and its Subsidiaries have taken commercially reasonable efforts to protect and preserve their rights in all ReShape Intellectual Property. To the Knowledge of ReShape, all employees, contractors and consultants who have created Intellectual Property used in the conduct of the business of ReShape or a Subsidiary as currently conducted have assigned to one or more of ReShape or its Subsidiaries all of their rights therein, to the full extent permitted by Law and to the extent such rights would not automatically vest with ReShape or one of its Subsidiaries by operation of Law.

4.14 Litigation. There are (a) no Actions pending or, (b) to ReShape's Knowledge, no Actions threatened against ReShape or any of its Subsidiaries, at law or in equity, or before or by any federal, state, provincial, municipal or other governmental or regulatory department, commission, board, bureau, agency or instrumentality, domestic or foreign, and ReShape and its Subsidiaries are not subject to or in violation of any outstanding judgment, order or decree of any court or Governmental Body, in each case that would, individually or in the aggregate, have a Material Adverse Effect on ReShape. This Section 4.14 shall not apply to Taxes, with respect to which exclusively the representations and warranties in Section 4.11 shall apply.

4.15 Insurance. Section 4.15 of the ReShape Disclosure Schedule lists each material insurance policy maintained by ReShape or, to ReShape's Knowledge, under which ReShape is a named insured or otherwise the principal beneficiary of coverage, including the policy number and the period, type and amount of coverage. All such insurance policies are in full force and effect and shall continue in effect until the Closing Date. Such insurance policies are sufficient, in all material respects in the aggregate, with the operation of ReShape's business for the industry in which it operates. ReShape is not in default with respect to its obligations under any such insurance policies and, to ReShape's Knowledge, there is no threatened termination of, or threatened premium increase with respect to, any of such policies other than in connection with ReShape's annual renewal process.

4.16 Employee Benefit Plans.

(a) Section 4.16 of the ReShape Disclosure Schedule lists all material ReShape Plans. Each ReShape Plan that is intended to meet the requirements to be qualified under Section 401(a) of the Code has received a favorable determination letter or is covered by a favorable opinion letter from the Internal Revenue Service that remains current to the effect that the form of such ReShape Plan is so qualified, and ReShape is not aware of any facts or circumstances that would reasonably be expected to jeopardize the qualification of such ReShape Plan. Each ReShape Plan complies in form and in operation in all material respects with the requirements of the Code, ERISA and other applicable Law, and ReShape has not become subject to any material liability by reason of (i) a failure to make any contribution to a ReShape Plan intended to be qualified under Section 401(a) of the Code within the time prescribed for the contribution under ERISA or (ii) a breach of fiduciary duty or prohibited transaction under ERISA or any other applicable Law, in each case with respect to a ReShape Plan.

(b) With respect to each material ReShape Plan, ReShape has made available true and complete copies of the following (as applicable) prior to the date hereof: (i) the plan document, including all amendments thereto; (ii) the summary plan description along with all summaries of material modifications thereto; (iii) all related trust instruments or other funding-related documents; (iv) a copy of the most recent financial statements for the plan; (v) a copy of all material correspondence with any Governmental Body relating to a ReShape Plan received or sent within the last two years and (vi) the most recent determination or opinion letter.

(c) Except as would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect on ReShape, with respect to the ReShape Plans, (i) all required contributions to, and premiums payable in respect of, such ReShape Plan have been made or, to the extent not required to be made on or before the date hereof, have been properly accrued on ReShape's financial statements in accordance with GAAP, and (ii) there are no actions, audits, suits or claims pending or, to ReShape's Knowledge, threatened, other than routine claims for benefits.

(d) No ReShape Plan is, and neither ReShape nor any of its ERISA Affiliates has at any time in the past six years sponsored or contributed to, or has or has had any liability or obligation whether fixed or contingent, with respect to (i) a "multiemployer plan" (within the meaning of Section

3(37) of ERISA), (ii) a single employer plan or other pension plan that is subject to Title IV of ERISA or Section 302 of ERISA or Section 412 of the Code, (iii) a "multiple employer plan" (within the meaning of Section 413(c) of the Code), or (iv) a multiple employer welfare arrangement (within the meaning of Section 3(40) of ERISA). Neither ReShape nor its Subsidiaries has any obligation to provide a current or former employee or other service provider (or any spouse or dependent thereof) any life insurance or medical or health benefits after his or her termination of employment with ReShape or any of its Subsidiaries, other than as required under Part 6 of Subtitle B of Title I of ERISA, Section 4980B of the Code or any similar state Law and coverage through the end of the month of termination of employment.

(e) Except as otherwise contemplated by this Agreement, neither the execution or delivery of this Agreement nor the consummation of the transactions contemplated hereby will, either individually or together with the occurrence of some other event (including a termination of employment or service), (i) result in any payment (including severance, bonus or other similar payment) becoming due to any current or former director, employee or individual independent contractor, (ii) increase or otherwise enhance any benefits or compensation otherwise payable to any such individual, (iii) result in the acceleration of the time of payment or vesting of any benefits under any ReShape Plan, (iv) require ReShape or its Subsidiaries to set aside any assets to fund any benefits under a ReShape Plan or result in the forgiveness in whole or in part of any outstanding loans made by ReShape to any Person, or (v) result in the payment of any "excess parachute payment" within the meaning of Code Section 280G or in the imposition of an excise Tax under Code Section 4999 or Section 409A (or any corresponding provision of state, local or foreign Tax law). ReShape has no obligation to pay any gross-up in respect of any Tax under Code Section 4999 or Section 409A (or, in either case, any corresponding provision of state, local or foreign Tax law).

4.17 Compliance with Law; Permits.

(a) ReShape and each of its Subsidiaries hold all Permits from Governmental Bodies required to operate their respective businesses as they are being conducted as of the date hereof, and all of such Permits are in full force and effect, except where the failure to obtain or have any such Permit would, individually or in the aggregate, not reasonably be expected to have a Material Adverse Effect on ReShape, and no proceeding is pending or, to the Knowledge of ReShape, threatened to revoke, suspend, cancel, terminate or adversely modify any such Permit. Neither ReShape nor any of its Subsidiaries is in material violation of, or in default under, any Law, in each case applicable to ReShape or any of its Subsidiaries or any of their respective assets and properties. Notwithstanding the foregoing, this Section 4.17 shall not apply to Taxes, employee benefit plans, environmental matters, labor and employment matters or regulatory matters, which are the subjects exclusively of the representations and warranties in Section 4.11, Section 4.16, Section 4.18, Section 4.19 and Section 4.20, respectively.

(b) None of ReShape, any of ReShape's Subsidiaries, any of their respective officers or employees or, to the Knowledge of ReShape, any of its suppliers, distributors, licensees or agents, or any other Person acting on behalf of ReShape or any of its Subsidiaries, directly or indirectly, has (i) made or received any Prohibited Payments; (ii) provided or received any product or services in violation of any Law (including the U.S. Foreign Corrupt Practices Act) or (iii) been subject to any investigation by any Governmental Body with regard to any Prohibited Payment.

4.18 Environmental Compliance and Conditions. Except for matters that would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect on ReShape:

(a) ReShape is and has been in compliance with all Environmental Laws;

(b) ReShape holds, and is and has been in compliance with, all authorizations, licenses and permits required under Environmental Laws to operate its business at the ReShape Real Property as presently conducted;

(c) ReShape has not received any notice from any Governmental Body or third party regarding any actual or alleged violation of Environmental Laws or any Liabilities or potential Liabilities for investigation costs, cleanup costs, response costs, corrective action costs, personal injury, property damage, natural resources damages or attorney fees under Environmental Laws;

(d) no Hazardous Substance has ever been released, generated, treated, contained, handled, used, manufactured, processed, buried, disposed of, deposited or stored by ReShape or on, under or about any of the real property occupied or used by ReShape. ReShape has not disposed of or released or allowed or permitted the release of any Hazardous Substance at any real property, including the ReShape Real Property, so as to give rise to Liability for investigation costs, cleanup costs, response costs, corrective action costs, personal injury, property damage, natural resources damages or attorney fees under CERCLA or any other Environmental Laws; and

(e) to ReShape's Knowledge, there are no and have never been any Hazardous Substances present on, at, in or under any real property currently or formerly owned, leased or used by ReShape for which ReShape has, or may have, Liability.

4.19 Employment and Labor Matters. ReShape is not a party to or bound by any collective bargaining agreement or other agreement with a labor union, works council or other employee representative, and there are no such agreements which pertain to employees of ReShape in existence or in negotiation; and no employees of ReShape are represented by a labor union, works council or other employee representative body (other than any statutorily mandated representation in non-U.S. jurisdictions). Except as would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect on ReShape, (a) ReShape has not experienced any strike or grievance, claim of unfair labor practices or other collective bargaining dispute within the past two (2) years; and (b) there are no Actions or any material disputes pending or threatened (A) between ReShape and any of its current or former employees or individual independent contractors or (B) by or before any Governmental Body affecting ReShape concerning employment matters. There is no current campaign being conducted to solicit cards from or otherwise organize employees of ReShape or to authorize a labor union, works council or other employee representative body to request that the National Labor Relations Board (or any other Governmental Body) certify or otherwise recognize such a body with respect to employees of ReShape, and ReShape has not been subject to an application by a labor union, works council or other employee representative body to be declared a common or related employer under labor relations legislation. ReShape is in compliance in all material respects with all Laws relating to the employment of labor, including all such Laws relating to wages, hours, discrimination, employment equity, workers' compensation, safety and health, worker classification (including employee-independent contractor classification and the proper classification of employees as exempt employees and non-exempt employees), the WARN and any similar foreign, state, provincial or local "mass layoff" or "plant closing" Law. There has been no "mass layoff" or "plant closing" (as defined by WARN or any similar foreign, state, provincial or local Laws) with respect to ReShape within the six (6) months prior to the date hereof. As of the date hereof, to ReShape's Knowledge, no current executive, key employee or group of employees has given notice of termination of employment or otherwise disclosed plans to ReShape or any of its Subsidiaries to terminate employment with ReShape or any of its Subsidiaries within the next twelve (12) months.

4.20 FDA and Regulatory Matters.

(a) Except as has not and would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect on ReShape, ReShape is, and since December 31, 2020, has been, in compliance with all Healthcare Laws applicable to ReShape and its Products. Except as has not and would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect on ReShape, the design, development, investigation, manufacture, testing, sale, marketing and distribution of Products by or on behalf of ReShape is being, and has been since December 31, 2020, conducted in material compliance with all applicable Healthcare Laws, including, without limitation, requirements relating to clinical and non-clinical research, product approval or clearance, premarketing notification, labeling, advertising and promotion, record-keeping, adverse event reporting, reporting of corrections and removals, and current good manufacturing practices for medical device products. ReShape and, to ReShape's Knowledge, any contract manufacturers assisting in the manufacture of the Products or Product components are, and, since December 31, 2020, have been, in compliance with FDA's device registration and listing requirements to the extent required by applicable Healthcare Laws insofar as they pertain to the manufacture of Products or Product components for ReShape, except as has not and would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect on ReShape. ReShape has not received written notification of any pending or threatened claim, suit, proceeding, hearing, enforcement, audit, investigation, arbitration or other action from any Governmental Body, including, without limitation, the Centers for Medicare & Medicaid Services and the U.S. Department of Health and Human Services Office of Inspector General or any comparable state or federal Governmental Body alleging potential or actual non-compliance by, or Liability of, ReShape under any Healthcare Law.

(b) ReShape holds such Permits of Governmental Bodies required for the conduct of its business as currently conducted, including, without limitation, those Permits necessary to permit the design, development, pre-clinical and clinical testing, manufacture, labeling, sale, shipment, distribution and promotion of its Products in jurisdictions where it currently conducts such activities with respect to each Product (collectively, the "ReShape Licenses"), except to the extent where the failure to hold such Permits would not, individually or in the aggregate, be reasonably expected to have a Material Adverse Effect on ReShape. ReShape has fulfilled and performed all of its obligations with respect to each ReShape License and is in material compliance with all terms and conditions of each ReShape License, and, to ReShape's Knowledge, no event has occurred which allows, or after notice or lapse of time would allow, revocation, suspension or termination thereof or would result in any other impairment of the rights of the holder of any ReShape License, except to the extent where the failure to be in material compliance would not, individually or in the aggregate, be reasonably expected to have a Material Adverse Effect on ReShape. ReShape has not received any written information or written notification from the FDA or any other Governmental Body with jurisdiction over the testing, marketing, sale, use, handling and control, safety, efficacy, reliability, distribution or manufacturing of medical devices which would reasonably be expected to lead to the denial of any application for marketing approval or clearance currently pending before the FDA or any other Governmental Body.

(c) All material filings, reports, documents, claims, submissions and notices required to be filed, maintained or furnished to the FDA, state or other Governmental Bodies have been so filed, maintained or furnished and were complete and correct in all material respects on the date filed (or were corrected in or supplemented by a subsequent filing), including adverse event reports, medical device reports and reports of corrections and removals with regard to the Products. All applications, notifications, submissions, information, claims, reports, filings and other data and conclusions derived therefrom utilized as the basis for or submitted in connection with any and all requests for a ReShape License from the FDA or other Governmental Body relating to ReShape or its businesses or the Products, when submitted to the FDA or any other Governmental Body, whether oral, written or electronically delivered, were true, accurate and complete in all material respects as of the date of submission. Any necessary or required updates, changes, corrections or modifications to such applications, notifications,

submissions, information, claims, reports, filings and other data have been submitted to the FDA or other Governmental Body and as so updated, changed, corrected or modified remain true, accurate and complete in all material respects, and do not materially misstate any of the statements or information included therein or omit to state a material fact necessary to make the statements therein not misleading.

(d) ReShape has not received any written notice or other communication from the FDA or any other Governmental Body contesting the pre-market clearance or approval of, the uses of or the labeling and promotion of any of the Products. No manufacturing site which assists in the manufacture of the Products or Product components (whether ReShape-owned or operated or that of a contract manufacturer for the Products or Product components) has been subject to a Governmental Body (including the FDA) shutdown or import or export detention, refusal or prohibition. Neither ReShape nor, to ReShape's Knowledge, any manufacturing site which assists in the manufacture of any material Products or material Product components (whether ReShape-owned or operated, or that of a contract manufacturer for the Products or Product components) has received, since December 31, 2020, any FDA Form 483 or other Governmental Body notice of inspectional observations or adverse findings, "warning letters," "untitled letters" or similar correspondence or notice from the FDA or other Governmental Body alleging or asserting noncompliance with any applicable Healthcare Laws or ReShape Licenses or alleging a lack of safety or effectiveness from the FDA or any other Governmental Body, and, to ReShape's Knowledge, there is no such action or proceeding pending or threatened.

(e) The FDA has not mandated that ReShape recall any of its Products. There are no recalls of any of ReShape's Products contemplated by ReShape or pending. Since December 31, 2020, there have been no recalls (either voluntary or involuntary), field corrections, market withdrawals or replacements, warnings, "dear doctor" letters, investigator notices, safety alerts or other notices of action relating to an alleged lack of safety, efficacy or regulatory compliance of any Product or Product component, or seizures ordered or adverse regulatory actions taken (or, to ReShape's Knowledge, threatened) by the FDA or any Governmental Body with respect to any of the Products or Product components or any facilities where Products or Product components are developed, designed, tested, manufactured, assembled, processed, packaged or stored.

(f) Except as set forth in Section 4.20(f) of the ReShape Disclosure Schedule, there are no clinical trials that are being conducted as of the date hereof by or on behalf of, or sponsored by, ReShape.

(g) ReShape is not the subject of any pending or, to the Knowledge of ReShape, threatened investigation regarding ReShape or the Products by the FDA pursuant to the FDA Fraud Policy. Neither ReShape nor to the Knowledge of ReShape, any officer, employee, agent or distributor of ReShape has made an untrue statement of material fact to the FDA or any other Governmental Body, failed to disclose a material fact required to be disclosed to the FDA or any other Governmental Body or committed an act, made a statement or failed to make a statement that, at the time such disclosure was made, would reasonably be expected to provide a basis for the FDA or any other Governmental Body to invoke the FDA Fraud Policy or any similar policy. Neither ReShape nor, to the Knowledge of ReShape, any officer, employee, agent or distributor of ReShape, has been convicted of any crime or engaged in any conduct for which such Person could be excluded from participating in the federal health care programs under Section 1128 of the Social Security Act of 1935, as amended, or any similar Law. No claims, actions, proceedings or investigation that would reasonably be expected to result in a debarment or exclusion are pending or, to the Knowledge of ReShape, threatened, against ReShape or, to the Knowledge of ReShape, any of its directors, officers, employees or agents.

4.21 Brokerage. Other than Maxim Group LLC, no Person shall be entitled to any brokerage commissions, finders' fees or similar compensation in connection with the transactions contemplated

hereby based on any arrangement or agreement made by or on behalf of ReShape. Vyome has been given access to a true and correct copy of all Contracts entitling any person to any brokerage commissions, finders' fees or similar compensation in connection with the transactions contemplated hereby based on any arrangement or agreement made by or on behalf of ReShape, together with all amendments, waivers or other changes thereto.

4.22 Disclosure. None of the information supplied or to be supplied by or on behalf of ReShape for inclusion or incorporation by reference in (a) the Registration Statement will, at the time the Registration Statement is filed with the SEC and becomes effective under the Securities Act or (b) the Joint Proxy Statement will, at the time the Joint Proxy Statement is mailed to the ReShape Stockholders, or at the time of the ReShape Stockholders' Meeting, contain any untrue statement of a material fact or omit to state any material fact required to be stated therein, necessary in order to make the statements therein, in light of the circumstances under which they are made, not misleading or necessary in order to correct any statement of a material fact in any earlier communication with respect to the solicitation of proxies for the ReShape Stockholders' Meeting which has become false or misleading. The Joint Proxy Statement will comply as to form in all material respects with the applicable provisions of the Exchange Act and the rules and regulations promulgated by the SEC thereunder. Notwithstanding the foregoing, ReShape makes no representation or warranty with respect to any information supplied by or to be supplied by Vyome that is included or incorporated by reference in the foregoing document. The representations and warranties contained in this Section 4.22 will not apply to statements or omissions included in the Registration Statement or Joint Proxy Statement upon information furnished to ReShape in writing by the other parties hereto specifically for use therein.

4.23 Board Approval; Vote Required.

(a) The ReShape Board, by resolutions duly adopted by unanimous vote of those voting at a meeting duly called and held, has duly (i) determined that this Agreement and the Merger are in the best interests of ReShape and its stockholders, (ii) approved this Agreement and the transactions contemplated hereby, including the Merger, and (iii) recommended that the stockholders of ReShape (A) approve the issuance of shares in connection with the Merger, and (B) approve such other proposals as may be required to effect the transactions contemplated by this Agreement. As of the date of this Agreement, such resolutions have not been amended or withdrawn.

(b) Other than the ReShape Stockholder Approval, the resolution to issue ReShape Shares to former holders of Vyome Common Stock and Vyome Preferred Stock in connection with the Merger and the implementation of the Certificate of Incorporation, no other corporate proceeding is necessary to authorize the execution, delivery or performance of this Agreement and the transactions contemplated thereby.

4.24 Opinion. Prior to the execution of this Agreement, the ReShape Board has received an opinion from Maxim Group LLC to the effect that, as of the date thereof and based upon and subject to the various assumptions and limitations set forth therein, the Exchange Ratio provided for in the Merger is fair, from a financial point of view, to ReShape.

4.25 Merger Sub. Merger Sub was organized solely for the purpose of entering into this Agreement and consummating the transactions contemplated hereby and has not engaged in any activities or business and has incurred no liabilities or obligations whatsoever, in each case other than those incident to its organization and the execution of this Agreement and the consummation of the transactions contemplated hereby.

4.26 No Other Representations and Warranties. EXCEPT FOR THE REPRESENTATIONS AND WARRANTIES CONTAINED IN ARTICLE 4 OF THIS AGREEMENT (AS MODIFIED BY THE RESHAPE DISCLOSURE SCHEDULE), RESHAPE MAKES NO EXPRESS OR IMPLIED REPRESENTATION OR WARRANTY, AND RESHAPE HEREBY DISCLAIMS ANY SUCH REPRESENTATION OR WARRANTY WITH RESPECT TO THE EXECUTION AND DELIVERY OF THIS AGREEMENT AND THE CONSUMMATION OF THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT.

ARTICLE 5

COVENANTS RELATING TO CONDUCT OF BUSINESS

5.01 Covenants of Vyome.

(a) Except (i) as set forth in Section 5.01(a) of the Vyome Disclosure Schedule, (ii) as required by applicable Law, (iii) as expressly permitted by this Agreement (including in connection with the transactions contemplated as part of the Concurrent Financing), or (iv) with the prior written consent of ReShape (which consent shall not be unreasonably delayed, withheld or conditioned), from the date hereof until the earlier of the Effective Time or the date this Agreement shall be terminated in accordance with Article 8 (the "Pre-Closing Period"), Vyome and its Subsidiaries shall conduct the business and operations of Vyome and its Subsidiaries, taken as a whole, in all material respects in the ordinary course of business consistent with past practice. Vyome shall promptly notify ReShape (1) of any change, occurrence, effect, condition, fact, event or circumstance known to Vyome that is reasonably likely, individually or taken together with all other changes, occurrences, effects, conditions, facts, events and circumstances known to such party, to result in a Material Adverse Effect on Vyome and (2) upon having Knowledge of any matter reasonably likely to constitute a failure by Vyome of the conditions contained in Section 7.02(a) or 7.02(b).

(b) Except as contemplated hereby (including in connection with the transactions contemplated as part of the Concurrent Financing) or as set forth on Section 5.01(b) of the Vyome Disclosure Schedule or as required by applicable Law, during the Pre-Closing Period, Vyome shall not and shall not permit any of its Subsidiaries, without the prior written consent of ReShape (which consent shall not be unreasonably delayed, withheld or conditioned), to:

(i) (1) declare, set aside or pay any dividends on or make other distributions in respect of any of its capital stock or shares or (2) directly or indirectly redeem, repurchase or otherwise acquire any shares of its capital stock or any Vyome Options or Vyome Restricted Stock Awards, except with respect to the acquisition of shares of its capital stock in connection with the exercise vesting and/or settlement of any Vyome Option or Vyome Restricted Stock Award outstanding as of the date hereof;

(ii) issue, sell, pledge, dispose of or encumber, or authorize the issuance, sale, pledge, disposition or encumbrance of, (1) any shares of beneficial interests, capital stock or other ownership interest in Vyome or any of its Subsidiaries, (2) any securities convertible into or exchangeable or exercisable for any such shares or ownership interest, (3) any rights, warrants or options to acquire or with respect to any such shares of beneficial interest, capital stock, ownership interest or convertible or exchangeable securities, or (4) take any action to cause to be exercisable any otherwise unexercisable option under any existing stock option plan; except, in each case, with respect to the issuance of shares of capital stock in connection with the exercise, vesting and/ or settlement of any Vyome Option or Vyome Restricted Stock Award outstanding as of the date hereof;

(iii) except as required by a Vyome Plan, or as otherwise required by applicable Law or consistent with this Agreement, (A) increase the compensation or other benefits payable or provided to any of Vyome's or any of its Subsidiaries' officers, directors, independent contractors, leased personnel or, except in the ordinary course of business consistent with past practice (including as a result of promotions), employees, (B) enter into, materially amend or terminate, any employment termination, change of control, severance, retention or other Contract with any current or former employee, independent contractor or leased personnel of Vyome or any of its Subsidiaries (exclusive of (1) agreements entered into with any newly-hired employees or replacements or as a result of promotions, in each case consistent with past practice, or (2) employment agreements terminable on less than thirty (30) days' notice without payment or penalty), (C) establish, adopt, enter into, materially, amend or terminate any Vyome Plan for the benefit of any current or former benefits, officers, employees, independent contractors, leased personnel or any of their beneficiaries (exclusive of (1) agreements entered into with any newly-hired employees or replacements or as a result of promotions, in each case consistent with past practice, or (2) employment agreements terminable on less than thirty (30) days' notice without payment or penalty), or (D) enter into or amend any collective bargaining agreement or other agreement with a union or labor organization in any case;

(iv) amend, or propose to amend, or permit the adoption of any material amendment to the Organizational Documents of Vyome;

(v) effect a recapitalization, reclassification of shares, stock split, reverse stock split or similar transaction;

(vi) adopt a plan of complete or partial liquidation, dissolution, consolidation, restructuring or recapitalization of Vyome or any of its "significant subsidiaries," as defined in Rule 1-02(w) of Regulation S-X;

(vii) make any capital expenditure except for (A) expenditures required by existing Contracts, (B) in the ordinary course consistent with past business practice,, or (C) expenditures made in response to any emergency or accident, whether caused by war, terrorism, weather events, public health events, outages or otherwise (whether or not covered by insurance);

(viii) acquire or agree to acquire, by merging or consolidating with, by purchasing an equity interest in or a portion of the material assets of any business or any corporation, partnership, association or other business organization or division thereof, or otherwise acquire or agree to acquire any material assets of any other Person, except for the purchase of assets from suppliers or vendors in the ordinary course of business;

(ix) (A) incur any indebtedness for borrowed money or guarantee any such indebtedness of another Person, issue or sell any debt securities or warrants or other rights to acquire any debt securities, guarantee any debt securities of another Person, renew or extend any existing credit or loan arrangements, enter into any "keep well" or other agreement to maintain any financial condition of another Person or enter into any agreement or arrangement having the economic effect of any of the foregoing, except for (1) intercompany transactions or arrangements, (2) agreements or arrangements or borrowings incurred under Vyome's existing credit facilities and (3) short-term indebtedness incurred in the ordinary course of business, (B) make any loans or advances to any other Person other than intercompany transactions or arrangements, or (C) make any capital contributions to, or investments in, any other Person except for intercompany transactions or arrangements;

(x) enter into any Contract that would materially restrict, after the Effective Time, ReShape and its Subsidiaries (including the Surviving Corporation and its Subsidiaries) with respect to engaging or competing in any line of business or in any geographic area;

(xi) materially change any of its financial or Tax accounting methods or practices in any respect, except as required by GAAP or applicable Law;

(xii) (A) change or revoke any material Tax election with respect to Vyome or any of its Subsidiaries, (B) file any material amended Tax Return or claim for refund of material Taxes with respect to Vyome or any of its Subsidiaries, (C) enter into any "closing agreement" as described in Section 7121 of the Code (or any corresponding or similar provision of state, local or non-U.S. law) affecting any material Tax liability or refund of material Taxes with respect to Vyome or any of its Subsidiaries, (D) extend or waive the application of any statute of limitations regarding the assessment or collection of any material Tax with respect to Vyome or any of its Subsidiaries, or (E) settle or compromise any material Tax liability or refund of material Taxes with respect to Vyome or any of its Subsidiaries;

(xiii) other than in the ordinary course of business, waive, release, or assign any rights or claims under, or renew, modify or terminate any Vyome Material Contract (other than intercompany transactions, agreements or arrangements), in any material respect in a manner which taken as a whole is adverse to Vyome or which could prevent or materially delay the consummation of the Merger or the other transactions contemplated hereby past the Termination Date (or any extension thereof);

(xiv) cease to maintain with financially responsible insurance companies insurance in such amounts and against such risks and losses as are customary for the nature of the property so insured and for companies engaged in the respective businesses of Vyome and its Subsidiaries, to the extent available on commercially reasonable terms; or

(xv) agree or commit to take any of the actions described in clauses (i) through (xiv) of this Section 5.01(b).

5.02 Covenants of ReShape.

(a) Except (i) as set forth in Section 5.02(a) of the ReShape Disclosure Schedule, (ii) as required by applicable Law, (iii) as expressly permitted by this Agreement, (iv) in connection with the ReShape Asset Sale, the amendment to the ReShape Series C Certificate of Designation and the treatment of the ReShape Warrants as set forth in this Agreement, or (v) with the prior written consent of Vyome (which consent shall not be unreasonably delayed, withheld or conditioned), during the Pre-Closing Period, ReShape and its Subsidiaries shall conduct the business and operations of the ReShape and its Subsidiaries, taken as a whole, in all material respects in the ordinary course of business consistent with past practice. ReShape shall promptly notify Vyome (1) of any change, occurrence, effect, condition, fact, event, or circumstance known to ReShape that is reasonably likely, individually or taken together with all other changes, occurrences, effects, conditions, facts, events and circumstances known to such party, to result in a Material Adverse Effect on ReShape and (2) upon having Knowledge of any matter reasonably likely to constitute a failure by Vyome of the conditions contained in Section 7.03(a) or 7.03(b). From the date of this Agreement through the Closing, ReShape shall use all reasonable efforts that are necessary or desirable for ReShape to remain listed as a public company on, and for shares of ReShape Shares to be tradable over Nasdaq.

(b) Except as contemplated hereby, including in connection with the ReShape Asset Sale, the amendment to the ReShape Series C Certificate of Designation and the treatment of the ReShape Warrants as set forth in this Agreement, or as set forth on Section 5.02(b) of the ReShape Disclosure Schedule or as required by applicable Law, during the Pre-Closing Period, ReShape shall not and shall not permit any of its Subsidiaries, without the prior written consent of Vyome (which consent shall not be unreasonably delayed, withheld or conditioned) to:

(i) (1) declare, set aside or pay any dividends on or make other distributions in respect of any of its capital stock or shares or (2) directly or indirectly redeem, repurchase or otherwise acquire any shares of its capital stock or any ReShape Options or ReShape RSUs with respect thereto, except with respect to the acquisition of shares of its capital stock in connection with the exercise, vesting and/or settlement of any ReShape Option or ReShape RSU outstanding as of the date hereof;

(ii) issue, sell, pledge, dispose of or encumber, or authorize the issuance, sale, pledge, disposition or encumbrance of, (1) any shares of beneficial interests, capital stock or other ownership interest in ReShape or any of its Subsidiaries, (2) any securities convertible into or exchangeable or exercisable for any such shares or ownership interest, (3) any rights, warrants or options to acquire or with respect to any such shares of beneficial interest, capital stock, ownership interest or convertible or exchangeable securities, or (4) take any action to cause to be exercisable any otherwise unexercisable option under any existing share option plan; except, in each case, with respect to the issuance of shares of capital stock in connection with the exercise, vesting and/or settlement of any ReShape Option or ReShape RSU outstanding as of the date hereof;

(iii) except as required by a ReShape Plan, or as otherwise required by applicable Law or consistent with this Agreement, (A) increase the compensation or other benefits payable or provided to any of ReShape's or any of its Subsidiaries' officers, directors, independent contractors, leased personnel or, except in the ordinary course of business consistent with past practice (including as a result of promotions), employees, (B) enter into, materially amend or terminate, any employment termination, change of control, severance, retention or other Contract with any current or former employee, independent contractor or leased personnel of ReShape or any of its Subsidiaries (exclusive of (1) agreements entered into with any newly-hired employees or replacements or as a result of promotions, in each case consistent with past practice, or (2) employment agreements terminable on less than thirty (30) days' notice without payment or penalty), (C) establish, adopt, enter into, materially, amend or terminate any ReShape Plan for the benefit of any current or former benefits, officers, employees, independent contractors, leased personnel or any of their beneficiaries (exclusive of (1) agreements entered into with any newly-hired employees or replacements or as a result of promotions, in each case consistent with past practice, or (2) employment agreements terminable on less than thirty (30) days' notice without payment or penalty), or (D) (E) enter into or amend any collective bargaining agreement or other agreement with a union or labor organization in any case;

(iv) amend, or propose to amend, or permit the adoption of any material amendment to the Organizational Documents of ReShape;

(v) effect a recapitalization, reclassification of shares, stock split, reverse stock split or similar transaction;

(vi) adopt a plan of complete or partial liquidation, dissolution, consolidation, restructuring or recapitalization of ReShape or any of its "significant subsidiaries," as defined in Rule 1-02(w) of Regulation S-X;

(vii) make any capital expenditure except for (A) expenditures required by existing Contracts, (B) expenditures in the amount set forth in ReShape's capital expenditure plan included in Section 5.01(b)(vii) of the ReShape Disclosure Schedule, or (C) expenditures made in response to any emergency or accident, whether caused by war, terrorism, weather events, public health events, outages or otherwise (whether or not covered by insurance);

(viii) acquire or agree to acquire, by merging or consolidating with, by purchasing an equity interest in or a portion of the material assets of any business or any corporation, partnership, association or other business organization or division thereof, or otherwise acquire or agree to acquire any material assets of any other Person, except for the purchase of assets from suppliers or vendors in the ordinary course of business;

(ix) (A) incur any indebtedness for borrowed money or guarantee any such indebtedness of another Person, issue or sell any debt securities or warrants or other rights to acquire any debt securities, guarantee any debt securities of another Person, renew or extend any existing credit or loan arrangements, enter into any "keep well" or other agreement to maintain any financial condition of another Person or enter into any agreement or arrangement having the economic effect of any of the foregoing, except for (1) intercompany transactions or arrangements, (2) agreements or arrangements or borrowings incurred under ReShape's existing credit facilities and (3) short-term indebtedness incurred in the ordinary course of business, (B) make any loans or advances to any other Person other than intercompany transactions or arrangements, or (C) make any capital contributions to, or investments in, any other Person except for intercompany transactions or arrangements;

(x) enter into any Contract that would materially restrict, after the Effective Time, ReShape and its Subsidiaries (including the Surviving Corporation and its Subsidiaries) with respect to engaging or competing in any line of business or in any geographic area;

(xi) materially change any of its financial or Tax accounting methods or practices in any respect, except as required by GAAP or Law;

(xii) (A) change or revoke any material Tax election with respect to ReShape or any of its Subsidiaries, (B) file any material amended Tax Return or claim for refund of material Taxes with respect to ReShape or any of its Subsidiaries, (C) enter into any "closing agreement" as described in Section 7121 of the Code (or any corresponding or similar provision of state, local or non-U.S. law) affecting any material Tax liability or refund of material Taxes with respect to ReShape or any of its Subsidiaries, (D) extend or waive the application of any statute of limitations regarding the assessment or collection of any material Tax with respect to the ReShape or any of its Subsidiaries or (E) settle or compromise any material Tax liability or refund of material Taxes with respect to the ReShape or any of its Subsidiaries;

(xiii) other than in the ordinary course of business, waive, release, or assign any rights or claims under, or renew, modify or terminate any ReShape Material Contract (other than intercompany transactions, agreements or arrangements), in any material respect in a manner which taken as a whole is adverse to ReShape or which could prevent or materially delay the consummation of the Merger or the other transactions contemplated hereby past the Termination Date (or any extension thereof);

(xiv) cease to maintain with financially responsible insurance companies insurance in such amounts and against such risks and losses as are customary for the nature of the property so insured and for companies engaged in the respective businesses of ReShape and its Subsidiaries, to the extent available on commercially reasonable terms;

(xv) enter into any amendments to the ReShape Asset Purchase Agreement without the prior written consent of Vyome; and

(xvi) agree or commit to take any of the actions described in clauses (i) through (xv) of this Section 5.02(b).

ARTICLE 6

ADDITIONAL COVENANTS OF THE PARTIES

6.01 Investigation.

(a) Each of Vyome and ReShape shall afford to each other and to the Representatives of such other party reasonable access during normal business hours, during the Pre-Closing Period, to its and its Subsidiaries' personnel and properties, contracts, commitments, books and records and any report, schedule or other documents filed or received by it pursuant to the requirements of applicable Law and with such additional financing, operating and other data and information regarding Vyome and its Subsidiaries, as ReShape may reasonably request in connection with activities related to the completion of the transactions contemplated by this Agreement (collectively, the "Activities"), or regarding ReShape and its Subsidiaries, as Vyome may reasonably request in connection with the Activities, as the case may be. Notwithstanding the foregoing, neither Vyome nor ReShape nor their respective Subsidiaries shall be required to afford such access if it would unreasonably disrupt the operations of such party or any of its Subsidiaries, would cause a violation of any agreement to which such party or any of its Subsidiaries is a party (provided that ReShape or Vyome, as the case may be, has used commercially reasonable efforts to find an alternative way to provide the access or information contemplated by this Section 6.01), cause a risk of a loss of privilege to such party or any of its Subsidiaries or would constitute a violation of any applicable Law or would otherwise disclose competitively sensitive material.

(b) The parties hereto hereby agree that all information provided to them or their respective Representatives in connection with this Agreement and the consummation of the transactions contemplated by this Agreement shall be deemed to be Evaluation Material, as such term is used in, and shall be treated in accordance with, the Confidentiality Agreement.

6.02 Registration Statement and Proxy Statement for Stockholder Approval. As soon as practicable, and in any event within thirty (30) Business Days following the execution of this Agreement, (a) ReShape and Vyome shall jointly prepare a joint proxy statement in preliminary form, which shall contain each of the ReShape Recommendation and Vyome Recommendation (unless, in either case, a ReShape Adverse Recommendation Change or a Vyome Adverse Recommendation Change, as applicable, has occurred) and shall contain a proposal for ReShape's stockholders to approve the ReShape Asset Sale (the "Joint Proxy Statement") and (b) ReShape shall, subject to receipt of all required information from Vyome (including the required financial information for Vyome), prepare and file with the SEC (i) a registration statement on Form S-4, in which the Joint Proxy Statement shall be included and (ii) a prospectus relating to the ReShape Shares to be offered and sold pursuant to this Agreement and the Merger (such registration statement together with the amendments and supplements thereto, the "Registration Statement"). ReShape shall use its commercially reasonable efforts, and Vyome will

reasonably cooperate with ReShape in such efforts, to have the Registration Statement declared effective under the Securities Act as promptly as practicable after such filing and to keep the Registration Statement effective as long as necessary to consummate the transactions contemplated by this Agreement, including the Merger. Each of ReShape and Vyome shall use its respective commercially reasonable efforts to mail the Joint Proxy Statement to its stockholders as promptly as practicable after the Registration Statement is declared effective under the Securities Act. ReShape shall also use commercially reasonable efforts to take any action required to be taken under any applicable state securities Laws and other applicable Laws in connection with the issuance of ReShape Shares pursuant to this Agreement, and each party shall furnish all information concerning Vyome, ReShape and the holders of capital stock of Vyome and ReShape, as applicable, as may be reasonably requested by the other party in connection with any such action and the preparation, filing and distribution of the Joint Proxy Statement. No filing of, or amendment or supplement to, or material correspondence to the SEC or its staff with respect to the Registration Statement shall be made by ReShape, or with respect to the Joint Proxy Statement shall be made by Vyome, ReShape or any of their respective Subsidiaries, without providing the other party a reasonable opportunity to review and comment thereon. ReShape shall advise Vyome, promptly after it receives notice thereof, of the time when the Registration Statement has become effective or any supplement or amendment has been filed, the issuance of any stop order, the suspension of the qualification of the ReShape Shares issuable in connection with the Merger for offering or sale in any jurisdiction, or any request by the SEC for amendment of the Registration Statement or comments thereon and responses thereto or requests by the SEC for additional information. Each of ReShape and Vyome shall advise the other party, promptly after it receives notice thereof, of any request by the SEC for the amendment of the Joint Proxy Statement or comments thereon and responses thereto or requests by the SEC for additional information. If at any time prior to the Effective Time any information relating to Vyome or ReShape, or any of their respective affiliates, officers or directors, is discovered by Vyome or ReShape which should be set forth in an amendment or supplement to either the Registration Statement or the Joint Proxy Statement, so that any of such documents would not include any misstatement of a material fact or omit to state any material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading, the party which discovers such information shall promptly notify the other parties hereto and an appropriate amendment or supplement describing such information shall be promptly filed with the SEC, after the other party has had a reasonable opportunity to review and comment thereon, and, to the extent required by applicable Law, disseminated to either ReShape Stockholders or holders of Vyome Common Stock, as applicable.

6.03 Stockholders' Meetings.

(a) Vyome shall take all action necessary in accordance with applicable Law and Vyome's Organizational Documents to duly give notice of, convene and hold a meeting of holders of Vyome Common Stock, to be held as promptly as practicable after the Registration Statement is declared effective under the Securities Act, to approve the adoption of this Agreement and the transactions contemplated by this Agreement, including the Merger (the "Vyome Stockholders' Meeting"). Subject to Section 6.04(b) (but without limiting the provisions of Section 6.04(g)), Vyome will, through its directors, recommend that the holders of Vyome Common Stock adopt this Agreement and will use commercially reasonable efforts to solicit from the holders of Vyome Common Stock proxies in favor of the adoption of this Agreement and to take all other action necessary or advisable to secure the vote or consent of the holders of Vyome Common Stock required by applicable Law to obtain such approvals.

(b) ReShape shall take all action necessary in accordance with applicable Law and ReShape Organizational Documents to duly give notice of, convene and hold a meeting of the ReShape Stockholders, to be held as promptly as practicable after the Registration Statement is declared effective under the Securities Act, to obtain the ReShape Stockholder Approval (the "ReShape Stockholders' Meeting"). Subject to Section 6.04(d) and Section 6.04(e) (but without limiting the

provisions of Section 6.04(g)), ReShape will, through the ReShape Board, recommend that the ReShape Stockholders approve the proposals to approve this Agreement and to issue shares in accordance with its provisions, including in connection with the Merger, and will use commercially reasonable efforts to solicit from the ReShape Stockholders proxies in favor of the adoption of this Agreement and to take all other action necessary or advisable to secure the vote or consent of the ReShape Stockholders required by the rules of the Nasdaq or applicable Law to obtain such approvals.

(c) Vyome and ReShape will use their commercially reasonable efforts to hold the Vyome Stockholders' Meeting and the ReShape Stockholders' Meeting on the same date and as soon as practicable after the date of this Agreement, taking into account the deadline for filing the Joint Proxy Statement as set forth in Section 6.02.

6.04 Non Solicitation.

(a) Vyome agrees that, except as expressly contemplated hereby, neither it nor any of its Subsidiaries shall, and Vyome shall, and shall cause its Subsidiaries to, instruct its and their respective Representatives not to directly or indirectly (i) initiate, seek, or solicit, or knowingly encourage or facilitate (including by way of furnishing non-public information) or take any other action that is reasonably expected to promote, directly or indirectly, any inquiries or the making or submission of any proposal that constitutes, or would reasonably be expected to lead to, an Acquisition Proposal with respect to Vyome, (ii) participate or engage in discussions or negotiations with, or disclose any non-public information or data relating to Vyome or any of its Subsidiaries or afford access to the properties, books or records of Vyome or any of its Subsidiaries to any Person that has made an Acquisition Proposal with respect to Vyome, or (iii) enter into any agreement, including any letter of intent, memorandum of understanding, agreement in principle, merger agreement, acquisition agreement or other similar agreement, with respect to an Acquisition Proposal with respect to Vyome (other than an Acceptable Confidentiality Agreement permitted pursuant to this Section 6.04). Vyome shall, and shall cause its Subsidiaries and instruct its and their respective Representatives to, immediately upon the execution of this Agreement cause to be terminated any solicitation, encouragement, discussion or negotiation with or involving any Person (other than ReShape and its Affiliates) conducted heretofore by Vyome or any Subsidiary thereof or any of its or their respective Representatives, with respect to an Acquisition Proposal or which could reasonably be expected to lead to an Acquisition Proposal and in connection therewith, Vyome will immediately discontinue access by any Person (other than ReShape and its Affiliates) to any data room (virtual or otherwise) established by Vyome or its Representatives for such purpose.

(b) Neither the Vyome Board nor any committee thereof shall directly or indirectly (i) withhold, withdraw (or amend, qualify or modify in a manner adverse to ReShape or Merger Sub), or publicly propose to withdraw (or amend, qualify or modify in a manner adverse to ReShape or Merger Sub), the approval, recommendation or declaration of advisability by the Vyome Board or any such committee of the transactions contemplated by this Agreement, (ii) propose publicly to recommend, adopt or approve, any Acquisition Proposal with respect to Vyome, or (iii) fail to reaffirm or re-publish the Vyome Recommendation within five (5) Business Days of being requested by ReShape to do so (any action described in this sentence being referred to as a "Vyome Adverse Recommendation Change"). For the avoidance of doubt, a change of Vyome Recommendation to "neutral" is a Vyome Adverse Recommendation Change.

(c) ReShape agrees that, except as expressly contemplated hereby, neither it nor any of its Subsidiaries shall, and ReShape shall, and shall instruct its Subsidiaries to, instruct its and their respective Representatives not to directly or indirectly (i) initiate, seek, or solicit, or knowingly encourage or facilitate (including by way of furnishing non-public information) or take any other action that is

reasonably expected to promote, directly or indirectly, any inquiries or the making or submission of any proposal that constitutes, or would reasonably be expected to lead to, an Acquisition Proposal with respect to ReShape, (ii) participate or engage in discussions or negotiations with, or disclose any non-public information or data relating to ReShape or any of its Subsidiaries or afford access to the properties, books or records of ReShape or any of its Subsidiaries to any Person that has made an Acquisition Proposal with respect to ReShape, or (iii) enter into any agreement, including any letter of intent, memorandum of understanding, agreement in principle, merger agreement, acquisition agreement, or other similar agreement with respect to an Acquisition Proposal with respect to ReShape (other than a confidentiality agreement containing terms no less favorable to Vyome with respect to confidentiality than the terms of the Confidentiality Agreement (including any standstill agreement or similar provisions) (an "Acceptable Confidentiality Agreement")). ReShape shall, and shall cause its Subsidiaries and instruct its and their respective Representatives to, immediately upon the execution of this Agreement cause to be terminated any solicitation, encouragement, discussion or negotiation with or involving any Person (other than Vyome and its Affiliates) conducted heretofore by ReShape or any Subsidiary thereof or any of its or their respective Representatives, with respect to an Acquisition Proposal or which could reasonably be expected to lead to an Acquisition Proposal and in connection therewith, ReShape will immediately discontinue access by any Person (other than Vyome and its Affiliates) to any data room (virtual or otherwise) established by ReShape or its Representatives for such purpose. Notwithstanding anything to the contrary in this Agreement, prior to obtaining the ReShape Stockholder Approval, ReShape and the ReShape Board may take any actions described in clause (ii) of this Section 6.04(c) with respect to a third party if (x) ReShape receives a written Acquisition Proposal with respect to ReShape from such third party (and such Acquisition Proposal was not initiated, sought, solicited, knowingly encouraged or facilitated in violation of this Section 6.04) and (y) such proposal constitutes, or the ReShape Board determines in good faith that such proposal is reasonably be expected to lead to, a Superior Proposal with respect to ReShape, provided that ReShape may deliver non-public information to such third party only pursuant to an Acceptable Confidentiality Agreement (but in relation to ReShape rather than Vyome). Nothing contained in this Section 6.04 shall prohibit ReShape or the ReShape Board from taking and disclosing to the ReShape Stockholders a position with respect to an Acquisition Proposal with respect to ReShape pursuant to Rules 14d-9 and 14e-2(a) promulgated under the Exchange Act or from making any similar disclosure, if the ReShape Board has reasonably determined in good faith, after consultation with ReShape's outside legal counsel, that the failure to do so would be reasonably likely to be a breach of its fiduciary duties; provided that this sentence shall not permit the ReShape Board to make a ReShape Adverse Recommendation Change, except to the extent permitted by Section 6.04(d) or Section 6.04(e).

(d) Neither the ReShape Board nor any committee thereof shall directly or indirectly (i) withhold, withdraw (or amend, qualify or modify in a manner adverse to Vyome), or publicly propose to withdraw (or amend, qualify or modify in a manner adverse to Vyome), the approval, recommendation or declaration of advisability by the ReShape Board or any such committee of the transactions contemplated by this Agreement including the issuance of ReShape Shares in the Merger, (ii) propose publicly to recommend, adopt or approve, any Acquisition Proposal with respect to ReShape or (iii) fail to reaffirm or re-publish the ReShape Recommendation within five (5) Business Days of being requested by Vyome to do so (any action described in this sentence being referred to as an "ReShape Adverse Recommendation Change"). For the avoidance of doubt, a change of ReShape Recommendation to "neutral" is a ReShape Adverse Recommendation Change. Notwithstanding the foregoing, at any time prior to obtaining the ReShape Stockholder Approval, and subject to ReShape's compliance at all times with the provisions of this Section 6.04 and Section 6.03, in response to a Superior Proposal with respect to ReShape that has not been withdrawn and did not result from a breach of Section 6.04(c), the ReShape Board may make a ReShape Adverse Recommendation Change; provided, however, that unless the ReShape Stockholders' Meeting is scheduled to occur with the next ten (10) Business Days, ReShape shall not be entitled to exercise its right to make a ReShape Adverse Recommendation Change in

response to a Superior Proposal with respect to ReShape (x) until five (5) Business Days after ReShape provides written notice to Vyome advising Vyome that the ReShape Board has received a Superior Proposal, specifying the material terms and conditions of such Superior Proposal, identifying the Person or group making such Superior Proposal and including copies of all documents pertaining to such Superior Proposal, (y) if during such five (5) Business Day period, Vyome proposes any alternative transaction (including any modifications to the terms of this Agreement), unless the ReShape Board determines in good faith, after good faith negotiations between ReShape and Vyome (if such negotiations are requested by Vyome) during such five (5) Business Day period (after and taking into account all financial, legal, and regulatory terms and conditions of such alternative transaction proposal and expected timing of consummation and the relative risks of non-consummation of the alternative transaction proposal and the Superior Proposal) that such alternative transaction proposal is not at least as favorable to ReShape and its stockholders as the Superior Proposal and (z) unless the ReShape Board determines that the failure to make a ReShape Adverse Recommendation Change would be a breach of its fiduciary obligations.

(e) Notwithstanding the first sentence of Section 6.04(d), at any time prior to obtaining the ReShape Stockholder Approval, in connection with any Intervening Event, the ReShape Board may make a ReShape Adverse Recommendation Change after the ReShape Board (i) determines in good faith that the failure to make such ReShape Adverse Recommendation Change would be a breach of its fiduciary duties to the stockholders of ReShape, (ii) determines in good faith that the reasons for making such ReShape Adverse Recommendation Change are independent of and unrelated to any pending Acquisition Proposal with respect to Vyome, and (iii) provides written notice to Vyome (an "ReShape Notice of Change") advising Vyome that the ReShape Board is contemplating making a ReShape Adverse Recommendation Change and specifying the material facts and information constituting the basis for such contemplated determination; provided, however, that, unless the ReShape Stockholders' Meeting is scheduled to occur within the next five (5) Business Days, (x) the ReShape Board may not make such a ReShape Adverse Recommendation Change until the fifth Business Day after receipt by Vyome of the ReShape Notice of Change and (y) during such five (5) Business Day period, at the request of Vyome, ReShape shall negotiate in good faith with respect to any changes or modifications to this Agreement which would allow the ReShape Board not to make such ReShape Adverse Recommendation Change, consistent with its fiduciary duties.

(f) ReShape and Vyome agree that in addition to their respective obligations set forth in paragraphs (a) through (e) of this Section 6.04, as promptly as practicable after receipt thereof, Vyome or ReShape, as applicable, shall advise each other in writing of any request for information or any Acquisition Proposal with respect to such party received from any Person, or any inquiry, discussions or negotiations with respect to any Acquisition Proposal with respect to such party, and the terms and conditions of such request, Acquisition Proposal, inquiry, discussions or negotiations, and Vyome or ReShape, as applicable, shall promptly provide to ReShape or Vyome, respectively, copies of any written materials received by Vyome or ReShape, as applicable, in connection with any of the foregoing, and the identity of the Person or group making any such request, Acquisition Proposal or inquiry or with whom any discussions or negotiations are taking place. Each of Vyome and ReShape agrees that it shall simultaneously provide to the other any non-public information concerning itself or its Subsidiaries provided to any other Person or group in connection with any Acquisition Proposal which was not previously provided to the other. Vyome and ReShape shall keep ReShape and Vyome, respectively, fully informed of the status of any Acquisition Proposals (including the identity of the parties and price involved and any changes to any material terms and conditions thereof). Each of Vyome and ReShape agrees not to release any third party from, or waive any provisions of, any confidentiality or standstill agreement to which it is a party or fail to enforce, to the fullest extent permissible under applicable Law, any such standstill or similar agreement to which it is a party.

(g) Notwithstanding any Vyome Adverse Recommendation Change or any ReShape Adverse Recommendation Change, this Agreement shall be submitted to the respective shareholders of Vyome and ReShape at the Vyome Stockholders' Meeting and the ReShape Stockholders' Meeting, as applicable, and nothing contained herein shall be deemed to relieve Vyome or ReShape of such obligation.

6.05 Regulatory Approvals; Additional Agreements.

(a) Each of Vyome and ReShape shall (i) give each other prompt notice of the commencement or written threat of commencement of any legal proceeding by or before any Governmental Body with respect to the transactions contemplated by this Agreement, (ii) keep each other informed as to the status of any such legal proceeding or threat, and (iii) reasonably cooperate with each other and use commercially reasonable efforts to contest and resist any such action or proceeding and to have vacated, lifted, reversed or overturned any decree, judgment, injunction or other order, whether temporary, preliminary or permanent, that is in effect and that prohibits, prevents or restricts consummation of the transactions contemplated by this Agreement.

(b) Subject to the conditions and upon the terms of this Agreement, each of ReShape and Vyome shall use commercially reasonable efforts (subject to, and in accordance with, applicable Law) to take promptly, or cause to be taken promptly, all actions, and to do promptly, or cause to be done, and to assist and cooperate with the other parties in doing, all things necessary, proper or advisable under applicable Laws to carry out the intent and purposes of this Agreement and to consummate the transactions contemplated by this Agreement. Without limiting the generality of the foregoing, subject to the conditions and upon the terms of this Agreement, each party hereto shall use commercially reasonable efforts (i) to cooperate with the other parties hereto, execute and deliver such further documents, certificates, agreements and instruments and take such other actions as may be reasonably requested by the other party to evidence or reflect the transactions contemplated by this Agreement (including the execution and delivery of all documents, certificates, agreements and instruments reasonably necessary for all filings hereunder); (ii) to give all notices required to be made and given by such party in connection with the transactions contemplated by this Agreement; (iii) to obtain each approval, consent, ratification, permission, waiver of authorization required to be obtained from a Governmental Body or a party to any material Contract; and (iv) with respect to any approval, consent, ratification, permission, waiver of authorization required to be obtained from parties to any material Contracts as provided in clause (iii) hereof, enter into and negotiate commercially reasonable definitive agreements with respect to such parties to such material Contracts and other incentives to such parties on commercially reasonable terms; provided, however, that no party shall be required to pay any fees or other financial accommodation in connection therewith.

6.06 Indemnification of Officers and Directors.

(a) From and after the Effective Time, the Surviving Corporation shall, and ReShape shall cause the Surviving Corporation to, indemnify, defend and hold harmless each present and former director, officer and employee of Vyome and ReShape, each present and former director, member of the board of directors, officer and employee of any of their respective Subsidiaries, and any fiduciary under any Vyome Plan or ReShape Plan (in each case, when acting in such capacity), determined as of the Effective Time (the "Indemnified Parties"), against any costs or expenses (including attorneys' fees and disbursements), judgments, fines, losses, claims, damages or liabilities incurred in connection with any claim, action, suit, proceeding or investigation, whether civil, criminal, administrative or investigative, arising out of or pertaining to the fact that the Indemnified Party is or was a director, officer, employee or fiduciary of Vyome or ReShape or a member of the board of directors, officer, employee or fiduciary of any of its respective Subsidiaries or a fiduciary under any Vyome Plan or ReShape Plan, whether asserted

or claimed prior to, at or after the Effective Time (including with respect to any acts or omissions in connection with this Agreement and the transactions and actions contemplated by this Agreement), to the fullest extent that Vyome or ReShape, as applicable, would have been permitted under applicable Law and the applicable Organizational Documents (and, to the extent not contrary to applicable Law or its Organizational Documents, any indemnification agreement) in effect on the date of this Agreement to indemnify such Person (and the Surviving Corporation shall also promptly advance expenses as incurred in advance of any final disposition of any such claim, action, suit, proceeding or investigation to the fullest extent that Vyome, ReShape or its applicable Subsidiary would have been permitted under applicable Law or its Organizational Documents (and, to the extent not contrary to applicable Law or its Organizational Documents, any indemnification agreement) in effect on the date of this Agreement; provided, however, that the Person to whom expenses are advanced provides an undertaking, if and only to the extent required by applicable Law or the applicable Organizational Documents (as in effect on the date hereof), to repay such advances if it is ultimately determined that such Person is not entitled to indemnification); and provided, further, that any determination required to be made with respect to whether a director's, officer's, employee's or fiduciary's conduct complied with the standards set forth under applicable Law and the applicable Organizational Documents (or the applicable Organizational Documents of a Subsidiary or Vyome Plan or ReShape Plan) shall be made by independent counsel selected by the Indemnified Party. In the event of any claim, action, suit, proceeding or investigation, (i) neither ReShape nor the Surviving Corporation shall settle, compromise or consent to the entry of any judgment in any claim, action, suit, proceeding or investigation (and in which indemnification could be sought by Indemnified Parties hereunder), unless such settlement, compromise or consent includes an unconditional release of such Indemnified Party from all liability arising out of such claim, action, suit, proceeding or investigation or such Indemnified Party otherwise consents in writing, and (ii) the Surviving Corporation shall cooperate in the defense of such matter. The parties agree that this Section 6.07(a) does not purport to limit any rights that any Indemnified Party may have under any employment agreement, indemnification agreement, Vyome Plan or ReShape Plan in effect on the date of this Agreement and disclosed to Vyome or ReShape prior to the execution hereof, which provisions shall not be amended, repealed or otherwise in any manner that would materially adversely affect the rights thereunder of any such individual.

(b) From and after the Effective Time, the Surviving Corporation shall, and ReShape shall cause the Surviving Corporation to, honor all rights to exculpation, indemnification and advancement of expenses now existing in favor of the current or former directors, officers or employees, as the case may be, of Vyome, ReShape or its respective Subsidiaries as provided in their respective Organizational Documents or in any agreement to which Vyome, ReShape or any of its respective Subsidiaries is a party, which rights shall survive the Merger and shall continue in full force and effect to the extent permitted by Law. No such provision in any Organizational Document or other agreement of the Surviving Corporation or any Subsidiary of Vyome or ReShape shall be amended, modified or repealed in any manner that would adversely affect the rights or protections thereunder to any such individual with respect to acts or omissions occurring at or prior to the Effective Time. In addition, from and after the Effective Time, all directors, officers and employees and all fiduciaries currently indemnified under any Vyome Plan who become directors, officers, employees or fiduciaries under a ReShape Plan will be entitled to the indemnity, advancement and exculpation rights and protections afforded to directors, officers and employees or fiduciaries under the applicable ReShape Plan. From and after the Effective Time, the Surviving Corporation shall, and ReShape shall cause the Surviving Corporation to, assume, be jointly and severally liable for, and honor, guaranty and stand surety for, in accordance with their respective terms, each of the covenants contained in this Section 6.07 without limit as to time.

(c) ReShape shall, at the sole cost of ReShape, obtain and fully pay for "tail" insurance policies with a claims period of at least six (6) years from and after the Effective Time with

recognized insurance companies for the Persons who, as of the date of this Agreement, are covered by the existing directors' and officers' liability insurance and fiduciary liability insurance of ReShape (collectively, "D&O Insurance"), with terms, conditions, retentions and levels of coverage at least as favorable as the D&O Insurance with respect to matters existing or occurring at or prior to the Effective Time (including in connection with this Agreement or the transactions or actions contemplated by this Agreement), with respect to the D&O Insurance, provided that such payment for the "tail" insurance policies shall be deducted to arrive at the "ReShape Net Cash".

(d) If ReShape or the Surviving Corporation or any of their respective successors or assigns (i) shall consolidate with or merge into any other corporation or entity and shall not be the continuing or surviving corporation or entity of such consolidation or merger or (ii) shall transfer all or substantially all of its properties and assets to any individual, corporation or other entity, then, and in each such case, proper provisions shall be made so that the successors and assigns of ReShape or the Surviving Corporation shall assume all of the obligations set forth in this Section 6.07.

(e) The rights of the Indemnified Parties under this Section 6.07 shall be in addition to any rights such Indemnified Parties may have under the Organizational Documents of ReShape or Vyome any party or the comparable documents of any of such party's Subsidiaries, or under any applicable Contracts or applicable Laws in effect on the date of this Agreement and, in the case of such documents and Contracts, disclosed to ReShape and Vyome prior to the execution hereof, and the Surviving Corporation shall, and ReShape shall cause the Surviving Corporation to, honor and perform under all indemnification agreements entered into by to ReShape and Vyome or any of its respective Subsidiaries in effect on the date of this Agreement and disclosed to ReShape and Vyome prior to the execution hereof.

6.07 Public Disclosure. The initial press release relating to this Agreement shall be a joint press release and thereafter ReShape and Vyome shall consult with each other before issuing, and provide each other the reasonable opportunity to review and comment upon, any press release or other public statements with respect to the Merger or the other transactions contemplated hereby; provided, however, that no such consultation shall be required if, prior to the date of such release or public statement, a Vyome Adverse Recommendation Change or a ReShape Adverse Recommendation Change shall have occurred in compliance in all respects with the terms of Section 6.04. No provision of this Agreement shall prohibit either Vyome or ReShape from issuing any press release or public statement in the event of a Vyome Adverse Recommendation Change or a ReShape Adverse Recommendation Change in compliance in all respects with the terms of Section 6.04.

6.08 Nasdaq Listing.

(a) ReShape shall, in accordance with the requirements of Nasdaq, file with Nasdaq (i) a Listing of Additional Shares Notice covering the ReShape Shares to be issued to holders of Vyome Common Stock and Vyome Preferred Stock pursuant to this Agreement and (ii) a continued listing application for the combined company after the Merger to maintain ReShape's existing listing on Nasdaq, in each case as promptly as practicable after the date of this Agreement (such applications or filings, the "Nasdaq Filings").

(b) In connection with the Nasdaq Filings, Vyome shall exercise its reasonable best efforts and take all necessary steps to obtain the authorization and approval by Nasdaq of the Nasdaq Filings, including furnishing to ReShape all information required by Nasdaq or advisable to complete the relevant applications and otherwise cooperate with ReShape in connection with the Nasdaq Filings. Without limiting the foregoing, Vyome shall cooperate in good faith with ReShape and exercise its reasonable best efforts to take (i) any and all actions necessary, proper or advisable to satisfy the

conditions set forth in Section 7.01(f) and to complete the transactions contemplated by this Agreement as soon as practicable (but in any event prior to the Termination Date) and (ii) any and all actions necessary, proper or advisable to avoid, prevent, eliminate or remove any denial, rejection, dismissal or non-action with respect to approval by Nasdaq of the Nasdaq Filings.

(c) From the date of this Agreement through the Closing Date, ReShape shall use commercially reasonable efforts to maintain its existing listing on Nasdaq.

6.09 Takeover Laws. If any Takeover Law may become, or may purport to be, applicable to the transactions contemplated by this Agreement, each of ReShape and Vyome and the members of its respective board of directors, to the extent permissible under applicable Law, will grant such approvals and take such actions, in accordance with the terms of this Agreement, as are necessary so that the transactions contemplated by this Agreement may be consummated as promptly as practicable, and in any event prior to the Termination Date, on the terms and conditions contemplated hereby and otherwise, to the extent permissible under applicable Law, act to eliminate the effect of any Takeover Law on any of the transactions contemplated by this Agreement.

6.10 Section 16. ReShape shall, prior to the Effective Time, cause the ReShape Board to approve the issuance of ReShape Shares in connection with the Merger with respect to any employees of Vyome who, as a result of their relationship with ReShape as of or following the Effective Time, are subject or will become subject to the reporting requirements of Section 16 of the Exchange Act to the extent necessary for such issuance to be an exempt acquisition pursuant to SEC Rule 16b-3. Prior to the Effective Time, Vyome Board shall approve the disposition of Vyome equity securities (including derivative securities) in connection with the Merger by those directors and officers of Vyome subject to the reporting requirements of Section 16 of the Exchange Act to the extent necessary for such disposition to be an exempt disposition pursuant to SEC Rule 16b-3.

6.11 Name Change and Ticker Symbol. ReShape shall seek the approval of Nasdaq to change its corporate name to "Vyome Holdings, Inc." and the ticker symbol for its shares listed on Nasdaq to "HIND" upon the Effective Time.

6.12 Certificate of Incorporation. At the Effective Time, the certificate of incorporation of ReShape shall be amended and restated to reflect the amendments contemplated by this Agreement, including that ReShape's name shall be changed to "Vyome Holdings, Inc.", the ReShape Board structure and composition be amended as set forth in Section 2.16 and including appropriate provisions stating the term and renewal of the directors on the classified board of ReShape (along with removing existing references relating such term and renewal to an initial public offering of ReShape) as provided for under Schedule 6.12 of this Agreement, and, as amended, shall be the certificate of incorporation of ReShape until thereafter amended in accordance with the terms thereof or as provided by applicable Law, including the amendments contemplated by this Agreement.

6.13 No Control of Other Party's Business. Nothing contained in this Agreement shall give Vyome, directly or indirectly, the right to control or direct ReShape's operations or give ReShape, directly or indirectly, the right to control or direct Vyome's operations prior to the Effective Time. Prior to the Effective Time, each of Vyome and ReShape shall exercise, consistent with the terms and conditions of this Agreement, complete control and supervision over its respective operations.

6.14 Certain Tax Matters.

(a) The parties intend that the Merger will qualify as a reorganization under Section 368(a) of the Code (the "Intended Tax Treatment"), and each shall not take any action, or fail to take any

action, that would reasonably be expected to jeopardize the qualification of the Merger as a reorganization under Section 368(a) of the Code.

(b) Each of the parties hereto shall use its reasonable best efforts to obtain (i) the ReShape Registration Statement Tax Opinion and (ii) the Vyome Registration Statement Tax Opinion, including by delivering to Fox Rothschild LLP and Sichenzia Ross Ference Carmel LLP prior to the filing of the Form S-4 Registration Statement customary tax representation. Each of the parties hereto shall use its reasonable best efforts not to, and not permit any affiliate to, take or cause to be taken any action that would cause to be untrue (or fail to take or cause not to be taken any action which inaction would cause to be untrue) any of the representations and covenants made to counsel in the tax representation letters described in this Section 6.14(b).

6.15 Reverse Stock Split. The ReShape Board shall effect a reverse stock split of ReShape Shares, at a ratio within the range approved by ReShape's stockholders at its annual meeting of stockholders held on February 23, 2024, with the final ratio to be determined by the ReShape Board. ReShape agrees that in connection with such reverse stock split, it will obtain the consent of Vyome prior to setting a final reverse stock split ratio to be effected by ReShape, and that such reverse stock split ratio will be designed to allow ReShape and Vyome to obtain the authorization and approval by Nasdaq of the Nasdaq Filings.

6.16 Vyome Equity Plan. As of the Effective Time, the treatment of Vyome Options and Vyome Restricted Stock Awards under the Vyome Equity Plan will be in the manner as set forth in Section 2.07(a)(v) above.

ARTICLE 7

CONDITIONS TO CLOSING

7.01 Conditions to Parties' Obligations. The obligations of ReShape and Vyome to consummate the transactions contemplated by this Agreement are subject to the satisfaction or waiver by ReShape and Vyome of the following conditions:

(a) The ReShape Stockholder Approval shall have been attained.

(b) The Vyome Stockholder Approval shall have been attained.

(c) No provision of any applicable Law and no order (preliminary or otherwise) shall be in effect that prohibits the consummation of the Merger or the other transactions contemplated hereby.

(d) The Registration Statement shall have become effective under the Securities Act and no stop order suspending the use of the Registration Statement or the Joint Proxy Statement shall have been issued by the SEC.

(e) There shall be no Action pending against ReShape, Merger Sub or Vyome by any Governmental Body seeking to enjoin or make illegal, delay or otherwise restrain or prohibit the consummation of, or to have rescinded, the Merger.

(f) Nasdaq shall have approved the Nasdaq Filings.

(g) The ReShape Series C Amendment Agreement (as may be amended from time to time if agreed in writing by ReShape and Vyome) shall be in full force and effect such that the

transactions contemplated by the ReShape Series C Amendment Agreement shall have been consummated, and all shares of ReShape Series C Preferred Stock shall be canceled and terminated in exchange for the payment set forth therein, immediately prior to, and contingent upon, the Effective Time.

(h) The Option Agreement shall have been executed.

7.02 Conditions to ReShape's and Merger Sub's Obligations. The obligation of ReShape to consummate the transactions contemplated by this Agreement is subject to the satisfaction of the following conditions as of the Closing Date:

(a) Each of the representations and warranties of Vyome contained in Article 3 that is (i) qualified as to or by Material Adverse Effect shall be true and correct in all respects as of the Closing Date as if made anew as of such date (except to the extent any such representation and warranty expressly relates to an earlier date (in which case as of such earlier date)) and (ii) not qualified as to or by Material Adverse Effect shall be true and correct as of the Closing Date (without giving effect to any "material," "materiality" or similar phrases) as if made anew as of such date (except to the extent any such representation and warranty expressly relates to an earlier date (in which case as of such earlier date)), except in each case where any failure of any such representation and warranty referred to in this clause (ii) to be true and correct has not had or would not reasonably be expected to have a Material Adverse Effect on Vyome.

(b) Vyome shall have performed in all material respects all of the covenants and agreements under this Agreement that are required to be performed by it at or prior to the Closing Date.

(c) The Concurrent Financing Agreements (as may be amended from time to time if agreed in writing by ReShape and Vyome) shall be in full force and effect such that the Concurrent Financing shall be consummated immediately following the Effective Time without the further satisfaction of any conditions.

(d) Since the date of this Agreement, there shall not have been or occurred any Material Adverse Effect on Vyome.

(e) Vyome will have delivered to ReShape each of the following:

(i) a certificate of Vyome executed by a duly authorized officer thereof, dated as of the Closing Date, stating that the conditions specified in subsections (a), (b) and (c) above as they relate to Vyome have been satisfied;

(ii) certified copies of the resolutions duly adopted by Vyome Board authorizing the execution, delivery and performance of this Agreement, the Merger and the other agreements contemplated hereby, and the consummation of all transactions contemplated hereby and thereby;

(iii) (A) a certified copy of the certificate of incorporation of Vyome and (B) a certificate of good standing from the Secretary of State of the State of Delaware dated within five (5) Business Days of the Closing Date; and

(f) a certificate of Vyome that meets the requirements of Treasury Regulations Section 1.1445-2(c)(3) and 1.897-2(h), dated within thirty (30) days prior to the Closing Date and in form and substance reasonably acceptable to ReShape, and a signed notice to

be delivered to the IRS in accordance with Treasury Regulations Section 1.897-2(h)(2), along with written authorization for ReShape to deliver such notice form to the Internal Revenue Service on behalf of Vyome upon the Effective Time.

7.03 Conditions to Vyome's Obligations. The obligations of Vyome to consummate the transactions contemplated by this Agreement are subject to the satisfaction of the following conditions as of the Closing Date:

(a) Each of the representations and warranties of ReShape and Merger Sub contained in Article 4 that is (i) qualified as to or by Material Adverse Effect shall be true and correct in all respects as of the Closing Date as if made anew as of such date (except to the extent any such representation and warranty expressly relates to an earlier date (in which case as of such earlier date)) and (ii) not qualified as to or by Material Adverse Effect shall be true and correct as of the Closing Date (without giving effect to any "material," "materiality" or similar phrases) as if made anew as of such date (except to the extent any such representation and warranty expressly relates to an earlier date (in which case as of such earlier date)), except in each case where any failure of any such representation and warranty referred to in this clause (ii) to be true and correct has not had or would not reasonably be expected to have a Material Adverse Effect on ReShape.

(b) Each of ReShape and Merger Sub shall have performed in all material respects all of its respective covenants and agreements under this Agreement that are required to be performed by it at or prior to the Closing Date.

(c) Since the date of this Agreement, there shall not have been or occurred any Material Adverse Effect on ReShape.

(d) If the Closing occurs by July 31, 2024, the ReShape Net Cash shall be at least $1,325,000 and if the Closing occurs after July 31, 2024, such minimum amount of ReShape Net Cash will be reduced by $175,000 on the first day of each month beginning on August 1, 2024.

(e) ReShape shall have delivered to Vyome each of the following:

(i) a certificate of ReShape executed by a duly authorized officer thereof, dated as of the Closing Date, stating that the conditions specified in subsections (a), (b) and (c) hereof have been satisfied;

(ii) certified copies of the resolutions duly adopted by each of the ReShape Board and the board of directors of Merger Sub authorizing the execution, delivery and performance of this Agreement, the Merger and the other agreements contemplated hereby, and the consummation of all transactions contemplated hereby and thereby; and

(iii) (A) a certified copy of the ReShape Organizational Documents (including the articles association as amended and restated pursuant to this Agreement); (B) a certified copy of the Merger Sub's Organizational Documents and (C) certificates of good standing in their respective jurisdictions of organization, or their equivalents dated within five (5) Business Days of the Closing Date.

(f) The ReShape Asset Purchase Agreement shall have been in full force and effect such that the ReShape Asset Sale contemplated thereunder shall be consummated without the further satisfaction of any other conditions.

(g) All outstanding ReShape Warrants, except for a number of ReShape Warrants exercisable for ReShape Shares representing not more than 2.75% of the fully diluted ReShape Shares as of the date hereof, shall have been exercised in accordance with their terms in exchange for ReShape Shares or shall have been otherwise settled on terms agreed upon between ReShape and the holder thereof such that the ReShape Warrants are canceled and terminated prior to the Effective Time.

7.04 Waiver of Conditions. All conditions to the closing of the Merger will be deemed to have been satisfied or waived from and after the Effective Time.

ARTICLE 8

TERMINATION

8.01 Termination. This Agreement may be terminated and the Merger may be abandoned at any time prior to the Effective Time:

(a) by the mutual written agreement of ReShape and Vyome;

(b) by ReShape, if:

(i) at any time prior to the Effective Time, if any of Vyome's covenants, representations or warranties contained in this Agreement shall have been materially breached or, any of Vyome's representations and warranties shall have become untrue, such that any of the conditions set forth in Section 7.01 or Section 7.02 would not be satisfied, and such breach is (A) is incapable of being cured by Vyome or (B) shall not have been cured within forty-five (45) days of receipt by Vyome of written notice of such breach describing in reasonable detail such breach;

(ii) the Vyome Board or any committee thereof (A) shall make a Vyome Adverse Recommendation Change, (B) shall not include the Vyome Recommendation in the Joint Proxy Statement or (C) shall publicly propose or allow Vyome to publicly propose to take any of the actions in clauses (A) or (B) of this Section 8.01(b)(ii);

(iii) Vyome materially breaches its obligations under Section 6.04;

(iv) the Concurrent Financing Agreements (as may be amended from time to time if agreed in writing by ReShape and Vyome) is not in full force and effect such that the Concurrent Financing shall not be consummated immediately following the Effective Time without the further satisfaction of any conditions; or

(v) any of the Vyome Support Agreement Parties fails to execute and deliver to ReShape the Vyome Support Agreement of such Vyome Support Agreement Parties within one Business Day following the execution of this Agreement.

(c) by Vyome, if:

(i) at any time prior to the Effective Time, any of ReShape's or Merger Sub's covenants, representations or warranties contained in this Agreement shall have been materially breached or, any of ReShape's and Merger Sub's representations and warranties shall have become untrue such that any of the conditions set forth in Section 7.01 or Section 7.03 would not be satisfied, and such breach (A) is incapable of being cured by ReShape or Merger Sub, as the case may be, or (B) shall not have been cured within forty-five (45) days of receipt by ReShape of written notice of such breach describing in reasonable detail such breach;

(ii) the ReShape Board, or any committee thereof (A) shall make a ReShape Adverse Recommendation Change, (B) shall not include the ReShape Recommendation in the Joint Proxy Statement or (C) shall publicly propose to or allow ReShape to publicly propose to take any of the actions in clauses (A) or (B) of this Section 8.01(c)(ii);

(iii) ReShape materially breaches its obligations under Section 6.04;

(iv) the ReShape Net Cash on the Anticipated Closing Date (or Revised Anticipated Closing Date, as appliable) shall be less than the minimum amount set forth in Section 7.03(d) as of such date.

(v) all other conditions (except for those conditions that by their nature are to be satisfied at the closing of the Merger) set forth in Section 7.01, Section 7.02 and Section 7.03 have been satisfied and the ReShape Warrants are not canceled and terminated in accordance with Section 7.02(g) prior to the Effective Time;

(vi) all other conditions (except for those conditions that by their nature are to be satisfied at the closing of the Merger) set forth in Section 7.01, Section 7.02 and Section 7.03 have been satisfied and ReShape is unable to close the ReShape Asset Sale immediately prior to the Effective Time; or

(vii) all other conditions (except for those conditions that by their nature are to be satisfied at the closing of the Merger) set forth in Section 7.01, Section 7.02 and Section 7.03 have been satisfied and all shares of ReShape Series C Preferred Stock are not canceled and terminated immediatlely prior the Effective Time in exchange for the payment in accordance with Section 7.01(g).

(d) by either ReShape or Vyome, if:

(i) the transactions contemplated by this Agreement shall violate any order, decree or ruling of any court or Governmental Body that shall have become final and non-appealable or there shall be a Law that makes the transactions contemplated hereby illegal or otherwise prohibited; provided, however, that the right to terminate this Agreement under this Section 8.01(d)(i) shall not be available to any party whose failure to comply with its obligations under Section 6.04, Section 6.03 or any other provision of this Agreement has been a primary cause of, or resulted in, such action;

(ii) the Merger contemplated hereby has not been consummated by 5:00 p.m., Pacific time on March 31, 2025 (the "Termination Date"); provided, however, that the right to terminate this Agreement pursuant to this Section 8.01(d)(ii) shall not be available to ReShape or Vyome if such Person is then in material breach or material violation of any covenant contained in this Agreement; provided, further, that the right to terminate this Agreement under this Section 8.01(d)(ii) shall not be available to any party whose action or failure to act has been the primary cause of the failure of the Merger to occur on or before such date and such action or failure to act constitutes a breach of this Agreement by such party;

(iii) the required approval of Vyome Stockholders contemplated hereby at the Vyome Stockholders' Meeting shall not have been obtained; provided, that the right to terminate this Agreement under this Section 8.01(d)(iii) shall not be available to Vyome where the failure to obtain the required approval of Vyome Stockholders shall have been caused by the action or

failure to act of Vyome and such action or failure to act constitutes a material breach by Vyome of this Agreement;

(iv) the required approval of the ReShape Stockholders contemplated hereby at the ReShape Stockholders' Meeting shall not have been obtained; provided, that the right to terminate this Agreement under this Section 8.01(d)(iv) shall not be available to ReShape where the failure to obtain the required approval of the ReShape Stockholders shall have been caused by the actions or failure to act of ReShape and such action or failure to act constitutes a material breach by ReShape of this Agreement; or

(v) the required approval of Nasdaq under Section 7.01(f) shall not have been obtained within thirty (30) days of the later of (x) the ReShape Stockholders' Meeting and (y) the Vyome Stockholders' Meeting, and all other conditions (except for those conditions that by their nature are to be satisfied at the closing of the Merger) set forth in Section 7.01, Section 7.02 and Section 7.03 have been satisfied; provided, further, that the right to terminate this Agreement under this Section 8.01(d)(v) shall not be available to any party whose action or failure to act has been the primary cause of the failure to obtain the required approval of Nasdaq and such action or failure to act constitutes a breach of this Agreement by such party.

8.02 Effect of Termination. Except as otherwise set forth in Section 8.03, in the event of the termination of this Agreement as provided in Section 8.01, this Agreement shall be of no further force or effect; provided, however, that (a) this Section 8.02, Section 8.03, Article 9 and the Confidentiality Agreement shall survive the termination of this Agreement and shall remain in full force and effect and (b) the termination of this Agreement shall not relieve any party from any liability or damages for any intentional breach of any provision contained in this Agreement or for fraud.

8.03 Termination Fee.

(a) Notwithstanding anything to the contrary set forth in Section 8.02, in the event that this Agreement is terminated (i) by ReShape pursuant to Section 8.01(b)(i), Section 8.01(b)(ii), Section 8.01(b)(iii) and Section 8.01(b)(v), or by ReShape pursuant to Section 8.01(b)(iv) if the amount raised in the Concurrent Financing is less than $7,000,000; or (ii) by Vyome pursuant to Section 8.01(c); or (iii) by ReShape or Vyome pursuant to Section 8.01(d)(v), then the non-terminating party shall be required to pay the terminating party a fee of $1,000,000 (the "Termination Fee").

(b) Except as provided in Section 8.02, in the event that ReShape or Vyome receives full payment of the Termination Fee pursuant to Section 8.03(a) under circumstances where a Termination Fee was payable, the receipt of the Termination Fee shall be the sole and exclusive monetary remedy for any and all losses or damages suffered or incurred by ReShape, Merger Sub, Vyome any of their respective Affiliates or any other Person in connection with this Agreement (and the termination hereof), the Merger and the other transactions contemplated hereby (and the abandonment thereof) or any matter forming the basis for such termination; provided that no such payment shall relieve any party of any liability or damages to any other party resulting from any intentional breach of any provision contained in this Agreement or for fraud. Notwithstanding anything in this Agreement to the contrary, the parties acknowledge and agree that nothing in this Section 8.03 shall be deemed to affect their respective rights to specific performance hereunder in order to specifically enforce this Agreement. The parties acknowledge and agree that any payment of the Termination Fee is not a penalty but is liquidated damages in a reasonable amount that is intended to compensate ReShape or Merger Sub, or Vyome, as the case may be, in the circumstances in which such fees are payable for the efforts and resources expended and the opportunities foregone while negotiating this Agreement and in reliance on this Agreement and on the expectation of the consummation of the transactions contemplated hereby;

provided, however, that in the case of intentional breach or fraud by either party, the other party shall be permitted to seek damages in excess of the Termination Fee.

ARTICLE 9

MISCELLANEOUS

9.01 Expenses. Except as otherwise expressly provided herein, ReShape and Merger Sub, on the one hand, and Vyome, on the other hand, shall each pay their own expenses (including attorneys' and accountants' fees and expenses) in connection with the negotiation of this Agreement, the performance of its obligations hereunder and the consummation of the transactions contemplated by this Agreement (whether consummated or not).

9.02 Amendment. At any time prior to the Effective Time, any provision of this Agreement may be amended (whether before or after any required approval by Vyome Stockholders or ReShape Stockholders) if, and only if, such amendment or waiver is in writing and signed by ReShape, Vyome and Merger Sub; provided, however, that after the receipt of Vyome Stockholder Approval or ReShape Stockholder Approval, no amendment shall be made which by applicable Laws or the rules of the Nasdaq requires further approval of Vyome Stockholders or ReShape Stockholders without the further approval of such stockholders.

9.03 Waiver.

(a) No failure on the part of any party to exercise any power, right, privilege or remedy under this Agreement, and no delay on the part of any party in exercising any power, right, privilege or remedy under this Agreement, shall operate as a waiver of such power, right, privilege or remedy; and no single or partial exercise of any such power, right, privilege or remedy shall preclude any other or further exercise thereof or of any other power, right, privilege or remedy.

(b) No party shall be deemed to have waived any claim arising out of this Agreement, or any power, right, privilege or remedy under this Agreement, unless the waiver of such claim, power, right, privilege or remedy is expressly set forth in a written instrument duly executed and delivered on behalf of such party; and any such waiver shall not be applicable or have any effect except in the specific instance in which it is given.

9.04 No Survival of Representations, Warranties and Covenants. None of the representations, warranties, covenants or agreements contained in this Agreement or in any certificate, document or instrument delivered pursuant to this Agreement shall survive the Effective Time, except for covenants and agreements which contemplate performance after the Effective Time or otherwise expressly by their terms survive the Effective Time.

9.05 Entire Agreement; Counterparts. This Agreement (and the exhibits and schedules hereto, the Vyome Disclosure Schedule and the ReShape Disclosure Schedule), the Confidentiality Agreement, the ReShape Support Agreement, the Vyome Support Agreement and the Lock-Up Agreements constitute the entire agreement among the parties hereto and supersedes all other prior agreements and understandings, both written and oral, among or between any of the parties hereto with respect to the subject matter hereof, it being understood that the Confidentiality Agreement shall continue in full force and effect until the Closing Date and shall survive any termination of this Agreement. This Agreement may be executed in several counterparts (including counterparts delivered by electronic transmission), each of which shall be deemed an original and all of which shall constitute one and the same instrument.

9.06 Applicable Law; Jurisdiction.

(a) This Agreement shall be governed by and construed in accordance with the Laws of the State of Delaware without regard to the Laws of the State of Delaware or any other jurisdiction that would call for the application of the substantive Laws of any jurisdiction other than the State of Delaware.

(b) The parties agree that the appropriate, exclusive and convenient forum (the "Forum") for any disputes among any of the parties arising out of or related to this Agreement or the transactions contemplated by this Agreement shall be in the Court of Chancery in the City of Wilmington, New Castle County, Delaware, except where such court lacks subject matter jurisdiction. In such event, the Forum shall be in the federal district court sitting in Wilmington, Delaware or, in the event such federal district court lacks subject matter jurisdiction, then in the superior court in the City of Wilmington, New Castle County, Delaware. The parties irrevocably submit to the jurisdiction of such courts solely in respect of any disputes between them arising out of or related to this Agreement or the transactions contemplated by this Agreement. The parties further agree that no party shall bring suit with respect to any disputes arising out of or related to this Agreement or the transactions contemplated by this Agreement in any court or jurisdiction other than the above specified courts; provided, however, that the foregoing shall not limit the rights of any party to obtain execution of a judgment in any other jurisdiction. The parties further agree, to the extent permitted by Law, that a final and non-appealable judgment against any party in any action, suit or proceeding contemplated above shall be conclusive and may be enforced in any other jurisdiction within or outside the U.S. by suit on the judgment, a certified or exemplified copy of which shall be conclusive evidence of the fact and amount of such judgment.

(c) To the extent that any party has or hereafter may acquire any immunity from jurisdiction of any court or from any legal process (whether through service or notice, attachment prior to judgment, attachment in aid of execution, execution or otherwise) with respect to itself or its property, each such party hereby irrevocably (i) waives such immunity in respect of its obligations with respect to this Agreement and (ii) submits to the personal jurisdiction of each court described in Section 9.06(b).

9.07 Waiver of Jury Trial. EACH OF THE PARTIES HERETO IRREVOCABLY WAIVES ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT.

9.08 Assignability. This Agreement shall be binding upon, and shall be enforceable by and inure solely to the benefit of, the parties hereto and their respective successors and permitted assigns; provided, however, that neither this Agreement nor any rights, interests or obligations hereunder may be assigned by any party hereto without the prior written consent of all other parties hereto, and any attempted assignment of this Agreement or any of such rights, interests or obligations without such consent shall be void and of no effect.

9.09 No Third Party Beneficiaries. Except for following the Effective Time, the right of the Indemnified Parties to enforce the provisions of Section 6.07 only, ReShape, Vyome and Merger Sub agree that (a) their respective representations, warranties and covenants set forth herein are solely for the benefit of the other parties hereto, in accordance with and subject to the terms of this Agreement, and (b) this Agreement is not intended to, and does not, confer upon any Person other than the parties hereto any rights or remedies hereunder, including the right to rely upon the representations and warranties set forth herein.

9.10 Notices. All notices, demands and other communications to be given or delivered under or by reason of the provisions of this Agreement shall be in writing and shall be deemed to have been

given (a) when personally delivered, (b) the day following the day (except if not a Business Day then the next Business Day) on which the same has been delivered prepaid to a reputable national overnight air courier service, (c) the third (3rd) Business Day following the day on which the same is sent by certified or registered mail, postage prepaid or (d) by electronic mail (when receipt confirmation is received). Notices, demands and communications, in each case to the respective parties, shall be sent to the applicable address set forth below, unless another address has been previously specified in writing:

Notices to ReShape and Merger Sub prior to closing of the Merger:

Attention:

ReShape Lifesciences Inc.
18 Technology Drive, Suite 110
Irvine, California 92618
Attention: Paul F. Hickey, Chief Executive Officer
Email: phickey@reshapelifesci.com

with a copy (which shall not constitute notice) to:

Fox Rothschild LLP
33 South Sixth Street, Suite 3600
Minneapolis, MN 55402
Attention: Brett R. Hanson
Email: bhanson@foxrothschild.com

Notices to Vyome:

Vyome Therapeutics, Inc.
100, Overlook Center, 2nd Floor
Princeton NJ 08540
Attention: Venkat Nelabhotla, Chief Executive Officer
Email: nvenkat@vyometx.com

with a copy (which shall not constitute notice) to:

Sichenzia Ross Ference Carmel LLP
1185 Avenue of the Americas, 31st floor, New York, NY 10036
Attention: Gregory Sichenzia
Email: gsichenzia@srfc.law

9.11 Severability. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable Law, but if any provision of this Agreement is held to be prohibited by or invalid under applicable Law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement, and the parties shall amend or otherwise modify this Agreement to replace any prohibited or invalid provision with an effective and valid provision that gives effect to the intent of the parties to the maximum extent permitted by applicable Law.

9.12 Specific Performance. The parties agree that irreparable damage would occur in the event that any of the provisions of this Agreement were not performed by any of the parties in accordance with their specific terms or were otherwise breached by any party hereto. It is accordingly agreed that (i)

Vyome shall be entitled to an injunction or injunctions to prevent breaches of this Agreement by ReShape or Merger Sub and to enforce specifically the terms and provisions hereof against ReShape and Merger Sub in any court having jurisdiction, this being in addition to any other remedy to which Vyome is entitled at law or in equity, without posting any bond or other undertaking and (ii) ReShape and Merger Sub shall be entitled to an injunction or injunctions to prevent breaches of this Agreement by Vyome and to enforce specifically the terms and provisions hereof against Vyome in any court having jurisdiction, this being in addition to any other remedy to which ReShape or Merger Sub are entitled at law or in equity, without posting any bond or other undertaking. The parties acknowledge that the agreements contained in this Section 9.12 are an integral part of the transactions contemplated by this Agreement, and that, without these agreements, neither Vyome nor ReShape would enter into this Agreement.

[Signature page follows]

IN WITNESS WHEREOF, the parties have executed this Agreement and Plan of Merger on the day and year first above written.

RESHAPE:

RESHAPE LIFESCIENCES INC.

By: /s/ Paul F. Hickey
Name: Paul F. Hickey
Title: President and Chief Executive Officer

VYOME:

VYOME THERAPEUTICS, INC.

By: /s/ Venkat Nelabhotla
Name: Venkat Nelabhotla
Title: President and Chief Executive Officer

MERGER SUB:

RAIDER LIFESCIENCES INC.

By: /s/ Paul F. Hickey
Name: Paul F. Hickey
Title: President and Chief Executive Officer

ASSET PURCHASE AGREEMENT

by and between

RESHAPE LIFESCIENCES INC.

and

NINJOUR HEALTH INTERNATIONAL LIMITED

Dated as of July 8, 2024

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ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT is entered into as of July 8, 2024, by and between **ReShape Lifesciences Inc.**, a Delaware corporation (the "ReShape"), and **Ninjour Health International Limited**, a private limited company incorporated under the laws of United Kingdom ("Buyer"). Certain capitalized terms used in this Agreement are defined in Exhibit A. ReShape and Buyer are referred to in this Agreement collectively as the "Parties," and individually as a "Party."

WHEREAS, ReShape and Buyer wish to provide for the sale of the Purchased Assets from ReShape to Buyer on the terms set forth in this Agreement;

WHEREAS, this Agreement has been approved by the respective boards of directors of Buyer and ReShape.

NOW, THEREFORE, in consideration of the premises and mutual covenants, agreements and provisions herein contained, the Parties agree as follows:

1. PURCHASE AND SALE OF PURCHASED ASSETS.

1.1 Purchased Assets. On the date of Closing, ReShape shall (and shall cause each ReShape Affiliate to) sell, assign, transfer, convey and deliver to Buyer, good and valid title to the Purchased Assets, free of any Encumbrances, on the terms and subject to the conditions set forth in this Agreement. For purposes of this Agreement, "Purchased Assets" shall mean and include all of the properties, assets, goodwill, rights, title, interests, other assets of every kind, nature and description, real, personal or mixed, and tangible and intangible assets (wherever located and whether or not required to be reflected on a balance sheet prepared in accordance with GAAP) of ReShape and each of its Affiliates used primarily in the ReShape Business including, without limitation:

(a) all ReShape Inventory, a listing as on the date of execution of this Agreement is set forth in Schedule 1.1(a), which will be updated within five (5) Business Days of the Closing;

(b) all tangible property, including raw materials (to the extent not expired), works-in-progress, equipment, prototypes, tools, supplies, furniture, fixtures, improvements and other tangible assets, used primarily in the ReShape Business (collectively, the "ReShape Equipment");

(c) the ReShape Intellectual Property;

(d) all Contracts, including those listed in Schedule 1.1(d), and all rights related thereto (the "ReShape Business Contracts"), pursuant to the Assignment and Assumption Agreement attached hereto as Exhibit E and incorporated herein by reference;

(e) the ReShape Regulatory Information;

(f) the Governmental Authorizations set forth in Schedule 1.1(f) (the "ReShape Governmental Authorizations");

(g) the following records and files primarily relating to the Purchased Assets or the Assumed Liabilities and in the possession of ReShape or any of its Affiliates (but excluding records or files that cannot be reasonably separated from Excluded Assets or redacted to include only books and records primarily relating to the Purchased Assets or the Assumed Liabilities): (i) vendor lists, (ii) customer lists, (iii) a list of the distributors for the ReShape Products, (iv) pricing lists for the ReShape Products, (v) market

research reports, marketing plans and other marketing-related information and materials, (vi) advertising, marketing, sales and promotional materials, (vii) quality control information and materials, and (viii) other business records relating primarily to the Purchased Assets or the Assumed Liabilities, to the extent that such other business records are able to be transferred under applicable Law (the foregoing records and documents, (i)–(viii), collectively the "ReShape Books and Records"); provided, however, that ReShape may retain copies of all ReShape Books and Records; and

(h) all ReShape Accounts Receivable.

1.2 Excluded Assets. Notwithstanding anything to the contrary contained in Section 1.1 or elsewhere in this Agreement, the following (collectively, the "Excluded Assets") shall not be part of the sale and purchase contemplated hereunder, and are excluded from the Purchased Assets, and shall remain the property of ReShape after the Closing:

(a) any Tax Returns and Tax records of ReShape, and all Tax assets of ReShape and its Affiliates, including all losses, loss carryforwards and rights to receive refunds, credits, advance payments, and loss carryforwards to the extent attributable to Taxes of ReShape that constitute Excluded Liabilities;

(b) insurance policies and Claims thereunder, in each case, relating to the ReShape Business prior to Closing;

(c) all cash and cash equivalents of ReShape or any of its Affiliates;

(d) all real property owned by ReShape or any of its Affiliates;

(e) all minute books and corporate seals, stock books, Tax Returns and similar records of ReShape or any of its Affiliates other than the ReShape Books and Records;

(f) all claims and counterclaims relating to any Excluded Liabilities or Excluded Assets; and

(g) all claims, remedies and/or rights of ReShape under the terms of this Agreement or any Transactional Agreement.

1.3 Assumed Liabilities. Subject to Section 1.4, Buyer shall assume, effective as of the Closing (a) all ReShape Accounts Payable that remain unpaid as of the Closing Date; (b) all current liabilities, including accrued expenses, of the ReShape Business; (c) the obligations of ReShape or any of its Affiliates under the ReShape Business Contracts; (d) any and all products liability Claims that arose out of, relates to or results from any ReShape Product sold prior to the Closing; and (e) all other Liabilities arising out of or relating to Buyer's ownership or operation of the Purchased Assets on or after the Closing (collectively, the "Assumed Liabilities").

1.4 Excluded Liabilities. Except for the Assumed Liabilities, Buyer shall not assume, and shall have no liability for, any Liabilities of ReShape or any ReShape Affiliate of any kind, character or description, it being understood that Buyer is expressly disclaiming any express or implied assumption of any Liabilities other than the Assumed Liabilities including, without limitation all Liabilities arising out of, resulting from or relating to (collectively, the "Excluded Liabilities"):

(a) any of the Excluded Assets;

(b) Taxes (other than Transfer Taxes, which shall be governed solely by Section 1.8) (i) in respect of or imposed upon ReShape or any of its Affiliates for any taxable period, or (ii) imposed with respect to the Purchased Assets or the ReShape Business for any taxable period (or portion thereof) ending on or prior to the Closing Date; and

(c) any current or former employee or contractor of ReShape, or any of its Affiliates, including any Liabilities associated with any claims for wages or other benefits, bonuses, accrued vacation, workers' compensation, severance, retention, termination or other payments.

1.5 Purchase Price; Payment of Purchase Price. As consideration for the sale, transfer, conveyance, assignment and delivery to Buyer of the Purchased Assets, on the date of Closing, Buyer shall (a) pay ReShape, by wire transfer of immediately available funds to the account designated by ReShape, an aggregate amount in cash equal to US$5,164,000 (subject to adjustment as set forth in Section 1.11) and (b) assume the Assumed Liabilities.

1.6 Allocation of Purchase Price. After the execution of this Agreement but before the Closing Date, ReShape shall deliver to the Buyer a draft allocation of the purchase price as determined for U.S. federal income Tax purposes (including the Assumed Liabilities and any other relevant items) among the Purchased Assets (the "Purchase Price Allocation"), determined after consultation with an independent accounting firm of national reputation in the U.S. that is mutually acceptable to Buyer and ReShape. Except as otherwise required pursuant to a "determination" under Section 1313 of the Code (or any comparable provision of state or local Law), neither Buyer nor ReShape shall take, nor permit their Affiliates to take, any Tax position which is inconsistent with the Purchase Price Allocation, and each party will file its Tax Returns (including IRS Form 8594) consistently with the Purchase Price Allocation. Each party shall notify the other parties if it receives notice that any Governmental Body proposes any allocation different than the Purchase Price Allocation.

1.7 Insurance. ReShape will use commercially reasonable efforts prior to the Closing to ensure that the Purchased Assets are covered by valid insurance policies and such insurance policies are continuing for a period of at least 6 months after the Closing Date. Further, ReShape shall ensure that it provides all cooperation the Buyer may require in terms of documents relating to existing insurance policies, in the event the Buyer purchases new insurance policies for the Purchased Assets. The costs of any such insurance policies attributable to periods after the Closing will be Buyer's responsibility.

1.8 Closing.

(a) Unless otherwise designated by the Parties, the closing of the transactions contemplated under this Agreement (the "Closing"), including the purchase and sale of the Purchased Assets, shall take place remotely via the electronic exchange of documents no later than the third (3rd) Business Day following the satisfaction and/or waiver of all conditions to the Closing set forth in Sections 5 and Section 6 (other than those conditions that by their nature are to be satisfied at the Closing, but subject to the satisfaction and/or waiver of such conditions) and, in any event, immediately prior to the closing of the transactions contemplated by the Merger Agreement. Each Party will exchange (or cause to be exchanged) at the Closing the agreements, instruments, certificates and other documents, and do, or cause to be done, all of the things respectively required of such Party as specified in this Section 1.7. For purposes of this Agreement, the "Closing Date" shall mean the time and date as of which the Closing actually takes place.

(b) On the day of the Closing:

(i) ReShape shall execute and deliver to Buyer a Bill of Sale in substantially the form attached hereto as Exhibit B (the "Bill of Sale");

(ii) ReShape shall execute and deliver to Buyer the Patent Assignment, in the form attached hereto as Exhibit C (the "Patent Assignment");

(iii) ReShape shall execute and deliver to Buyer the Trademark Assignment, in the form attached hereto as Exhibit D (the "Trademark Assignment");

(iv) Buyer shall execute and deliver to ReShape the Assignment and Assumption Agreement for the Assumed Liabilities and Assigned Contracts, in the form attached hereto as Exhibit E (the "Assignment and Assumption Agreement");

(v) ReShape shall execute and deliver to Buyer an officer's certificate (the "ReShape Closing Certificate"), dated as of the Closing Date, stating that the preconditions specified in Sections 6.1 and 6.2(b) have been satisfied as of such date; and

(vi) ReShape shall deliver to Buyer a properly executed certificate certifying ReShape is not a foreign person for purposes of Code Section 1445, in a form and manner reasonably satisfactory to the other (the "FIRPTA Certificate").

1.9 Sales Taxes. Buyer will be responsible for and will pay, when due, all Transfer Taxes payable in connection with the purchase and sale of the Purchased Assets. The parties will cooperate, to the extent reasonably requested and as permitted by applicable Law, in minimizing any such Transfer Taxes. The party required by applicable Law to file a Tax Return or other documentation with respect to any such Transfer Taxes will do so within the time period prescribed by applicable Law, and the other party agrees (a) to cooperate with the filing party in the filing of any such Tax Returns with respect to Transfer Taxes, including promptly supplying any information in its possession that is reasonably necessary to complete such Tax Returns, and (a) if the other party is responsible for the payment of Transfer Taxes under this Section 1.8, shall pay to the filing party such Transfer Taxes shown as due on such Tax Returns no later than five (5) business days prior to the due date of such Tax Returns, and shall reimburse the filing party for any reasonable out-of-pocket costs and expenses incurred by the filing party in preparing such Tax Returns.

1.10 Certain Costs.

(a) All costs and fees associated with transferring to Buyer or one of its Affiliates the Intellectual Property and/or Governmental Authorizations for the Purchased Assets conveyed to Buyer hereunder shall be borne and paid solely by Buyer when due; provided, however, that if any such amount shall be incurred by ReShape, Buyer shall, subject to receipt of satisfactory evidence of ReShape's payment thereof, promptly reimburse ReShape for its reasonable out-of-pocket costs.

(b) All costs and expenses associated with removing and moving any Purchased Asset to a location designated by Buyer shall be borne and paid solely by Buyer when due; provided, however, that if any such amount shall be incurred by ReShape, Buyer shall, subject to receipt of satisfactory evidence of ReShape's payment thereof, promptly reimburse ReShape for its out-of-pocket costs.

1.11 Purchase Price Adjustment.

(a) Five (5) days prior to the ReShape Stockholders' Meeting, ReShape shall prepare and deliver to Buyer (i) a statement setting forth its calculation of the Accounts Receivable and Accounts

Payable as of such date (the "Closing Statement"), and (ii) a certificate of the Chief Executive Officer or Chief Financial Officer of ReShape certifying that the Closing Statement was prepared in accordance with GAAP applied using the same accounting methods, practices, principles, policies and procedures, with consistent classifications, judgments and valuation and estimation methodologies that were used in the preparation of ReShape's financial statements as of March 31, 2024. The "Purchase Price Adjustment" shall be an amount equal to (1) the Accounts Receivable minus the Accounts Payable set forth in the Closing Statement minus (2) $252,000, which is equal to the Accounts Receivable minus the Accounts Payable as of March 31, 2024. The purchase price to be paid at Closing set forth in Section 1.5(a) shall be increased on a dollar-for-dollar basis if the Purchase Price Adjustment is a positive number and shall be decreased on a dollar-for-dollar basis if the Purchase Price Adjustment is a negative number.

(b) After receipt of the Closing Statement, Buyer shall be permitted to review the Closing Statement and shall have access to the relevant books and records of ReShape and the personnel of, and work papers prepared by, ReShape to the extent that they relate to the Closing Statement and to such historical financial information relating to the Closing Statement as Buyer may reasonably request for the purpose of reviewing the Closing Statement, provided that such access shall be in a manner that does not interfere with the normal business operations of ReShape. Prior to the Closing Date, Buyer may object to the Closing Statement by delivering to ReShape a written statement setting forth Buyer's objections in reasonable detail, indicating each disputed item or amount and the basis for Buyer's disagreement therewith (the "Statement of Objections"). If Buyer fails to deliver the Statement of Objections within five (5) days after receipt of the Closing Statement, the Closing Statement and the Purchase Price Adjustment, as the case may be, reflected in the Closing Statement shall be deemed to have been accepted by Buyer. If Buyer timely delivers the Statement of Objections, Buyer and ReShape shall negotiate in good faith to resolve such objections and the Purchase Price Adjustment and the Closing Statement with such changes as may have been previously agreed in writing by Buyer and ReShape shall be final and binding.

2. REPRESENTATIONS AND WARRANTIES OF RESHAPE.

Except as disclosed in the Disclosure Schedule, ReShape represents and warrants to and for the benefit of Buyer as follows, in each case, as of the date hereof and as of the Closing Date:

2.1 Due Organization; No Subsidiaries. ReShape is a corporation duly incorporated, validly existing and in good standing under the laws of the State of Delaware. Other than as disclosed in Section 2.1 of the Disclosure Schedule, ReShape does not have any subsidiaries, and does not own, beneficially or otherwise, any shares or other securities of, or any direct or indirect interest of any nature in, any other Entity.

2.2 Title To Purchased Assets. ReShape owns the entire rights in and to, and has good and valid title to, all of the Purchased Assets, free and clear of any claims or Encumbrances. Further, there have been no products liability Claims that have arisen out of, relates to or have resulted from any ReShape Product sold to the Buyer prior to the Closing.

2.3 Intellectual Property.

(a) The ReShape Intellectual Property includes all of the patents, patent applications, internet domain names, trade names, registered and unregistered trademarks and service marks that are owned by or licensed to ReShape and that are material to, or necessary for, the ReShape Business.

(b) ReShape is the sole owner of all rights, title and interests in and to the ReShape Intellectual Property. All filing, issue, registration, renewal, maintenance, extension or other official registry fees for the ReShape Patents due as of the date hereof have been paid.

(c) The ReShape Patents are valid and enforceable and are not subject to any outstanding injunction, judgment, order, decree, or ruling.

(d) Except as set forth in Section 2.3(d) of the Disclosure Schedule, to ReShape's Knowledge, (i) there is no, nor has there been any, material infringement by any Person of any of the rights of the ReShape Patents within the past four years.

(e) There are no Proceedings or actions pending before any Governmental Authority challenging the scope, ownership, validity or enforceability of the ReShape Intellectual Property nor have such Proceedings been threatened.

(f) The ReShape has not contributed any part or whole of the ReShape Intellectual Property to any third-party open-source projects, in such a way that creates obligations or restrictions for the Parties with respect to part or whole of the Intellectual Property;

(g) ReShape does not have any obligations to any third party that shall, in any way limit or restrict its ability to perform its obligations under this Agreement in the manner provided herein.

(h) No additional licenses, consent or waivers are required from and no additional licensee fee or other payment or charge is required to be paid to any third party by ReShape, in connection with or at any stage of implementation or use of the Intellectual Property.

(i) ReShape has obtained assignments of all rights including waivers of all rights that are not assignable, including moral right from all authors of any ReShape Intellectual Property, in its favour and in favour of its permitted assigns. Accordingly, ReShape hereby acknowledges that the transfer to and use of the Intellectual Property by Buyer will not amount to violation of any moral rights of the authors of any Intellectual Property.

(j) The Intellectual Property is not in infringement or misappropriation or claimed infringement of Intellectual Property of any third party in India or elsewhere in the world and no claim, whether or not embodied in an action past or present, of any infringement, of any conflict with, or of any violation of Intellectual Property right or similar right, has been made or is pending or threatened against ReShape in relation to the Intellectual Property. ReShape agree to promptly inform the Company of any such claim arising or threatened in the future with respect to the Intellectual Property or any part thereof;

(k) The media on which the Intellectual Property or any part thereof would be delivered to Buyer shall be free from viruses and malicious code.

2.4 Contracts.

(a) The ReShape Business Contracts include all material Contracts to which ReShape or any ReShape Affiliate is a party, or under which ReShape or any ReShape Affiliate has or may acquire any right or interest, primarily relating to the ReShape Products and/or the ReShape Business. ReShape has delivered to Buyer accurate and complete copies of all ReShape Business Contracts, including all amendments thereto. Each ReShape Business Contract is valid and in full force and effect.

(b) (i) No Person has violated or breached, or declared or committed any default under, any ReShape Business Contract; (ii) no event has occurred, and no circumstance or condition exists, that might (with or without notice or lapse of time) (A) result in a violation or breach of any of the provisions of any ReShape Business Contract, (B) give any Person the right to declare a default or exercise any remedy under any ReShape Business Contract, (C) give any Person the right to accelerate the maturity or

performance of any ReShape Business Contract, or (D) give any Person the right to cancel, terminate or modify any ReShape Business Contract; and (iii) neither ReShape, nor any ReShape Affiliate has received any notice or other communication (in writing or otherwise) regarding any actual, alleged, possible or potential violation or breach of, or default under, any ReShape Business Contract.

(c) The performance of the ReShape Business Contracts will not result in any violation of or failure to comply with any applicable Law.

(d) To the Knowledge of ReShape, there is no basis upon which any party to any ReShape Business Contract may object to (i) the assignment to ReShape of any right under such ReShape Business Contract, or (ii) the delegation to or performance by ReShape of any obligation under such ReShape Business Contract.

2.5 Compliance with Law. (a) ReShape and each ReShape Affiliate is in compliance in all material respects with each Law that is applicable to it or to the conduct of the ReShape Business or the ownership or use of any of the Purchased Assets; (b) ReShape and each ReShape Affiliate has at all times been in compliance in all material respects with each Law that is or was applicable to the conduct of the ReShape Business or the ownership or use of any of the Purchased Assets; (c) no event has occurred, and no condition or circumstance exists, that might (with or without notice or lapse of time) constitute or result directly or indirectly in a violation by ReShape and each ReShape Affiliate of, or a failure on the part of ReShape and each ReShape Affiliate to comply with, any Law with respect to the ReShape Business or the Purchased Assets; and (d) neither ReShape nor any ReShape Affiliate has received, at any time, any notice or other communication (in writing or otherwise) from any Governmental Body or any other Person regarding (i) any actual, alleged, possible or potential violation of, or failure to comply with, any Law that is or was applicable to the conduct of the ReShape Business or the ownership or use of any of the Purchased Assets, or (ii) any actual, alleged, possible or potential obligation on the part of the such Person to undertake, or to bear all or any portion of the cost of, any cleanup or any remedial, corrective or response action of any nature, in each case with respect to the ReShape Business or the Purchased Assets.

2.6 Governmental Authorizations; Regulatory Compliance.

(a) Section 2.6 of the Disclosure Schedule identifies each Governmental Authorization that is held by ReShape and/or any ReShape Affiliate that relates to or is used in the ReShape Business. ReShape has delivered to ReShape accurate and complete copies of all of the Governmental Authorizations identified in Section 2.6 of the Disclosure Schedule, including all renewals thereof and all amendments thereto. Each Governmental Authorization identified or required to be identified in Section 2.6 of the Disclosure Schedule is valid and in full force and effect. Except as set forth in Section 2.6 of the Disclosure Schedule: (A) ReShape is and has at all times been in compliance in all material respects with all of the terms and requirements of each Governmental Authorization identified or required to be identified in Section 2.6 of the Disclosure Schedule; (B) no event has occurred, and no condition or circumstance exists, that might (with or without notice or lapse of time) (x) constitute or result directly or indirectly in a violation of or a failure to comply with any term or requirement of any Governmental Authorization identified or required to be identified in Section 2.6 of the Disclosure Schedule, or (y) result directly or indirectly in the revocation, withdrawal, suspension, cancellation, termination or modification of any Governmental Authorization identified or required to be identified in Section 2.6 of the Disclosure Schedule; (C) neither ReShape nor any ReShape Affiliate has ever received any notice or other communication (in writing or otherwise) from any Governmental Body or any other Person regarding (x) any actual, alleged, possible or potential violation of or failure to comply with any term or requirement of any Governmental Authorization identified or required to be identified in Section 2.6 of the Disclosure Schedule, or (y) any actual, proposed, possible or potential revocation, withdrawal, suspension, cancellation, termination or modification of any Governmental Authorization identified or required to be

identified in Section 2.6 of the Disclosure Schedule; and (D) all applications required to have been filed for the renewal of the Governmental Authorizations identified or required to be identified in Section 2.6 of the Disclosure Schedule have been duly filed on a timely basis with the appropriate Governmental Bodies, and each other notice or filing required to have been given or made with respect to such Governmental Authorizations has been duly given or made on a timely basis with the appropriate Governmental Body.

(b) Each ReShape Product is being or has been developed, manufactured, labeled, stored, researched, distributed and/or tested in compliance in all material respects with all applicable requirements under the FFDCA, applicable implementing regulations and similar foreign, state and local Laws and regulations, including those relating to investigational use, quality systems, good manufacturing practices, good clinical practices, good laboratory practices, labeling, record keeping and filing of required reports. Neither ReShape nor any ReShape Affiliate has received any notice or other communication from the FDA or any other Governmental Body alleging any violation of any Laws or judgments applicable to any ReShape Product and/or Purchased Asset. Complete and accurate copies of all data of ReShape, and all correspondence with the FDA and foreign health authorities, with respect to each ReShape Product have been made available for Buyer's review.

(c) ReShape has filed, or a ReShape Affiliate or Third Party on behalf of ReShape has filed, with the FDA or other appropriate Governmental Body all Medical Device Reports under 21 CFR Part 803 related to the use of any ReShape Product in human clinical trials, and ReShape has made copies of such notices available for Buyer's review.

(d) Neither ReShape nor, to the Knowledge of ReShape, any of ReShape's Representatives acting for ReShape, has committed any act, made any statement or failed to make any statement that would reasonably be expected to provide a basis for the FDA to invoke its Fraud Policy and any amendments thereto. Additionally, neither ReShape, nor to the Knowledge of ReShape, any Representative of ReShape has been convicted of any crime or engaged in any conduct that would reasonably be expected to result, or has resulted, in (i) debarment under 21 U.S.C. Section 335a or any similar state Law, or (ii) exclusion under 42 U.S.C. Section 1320a-7 or any similar state Law. To the Knowledge of ReShape, ReShape is not the target of any pending or threatened investigation by the FDA pursuant to the Fraud Policy or by any Governmental Body pursuant to a comparable policy.

(e) There are no investigations, suits, arbitrations, charges, complaints, claims, actions or proceedings against or affecting ReShape relating to or arising under the FFDCA, the Public Health Service Act, the FDA regulations adopted thereunder, the Controlled Substance Act or any other legislation or regulation promulgated by any other Governmental Body.

2.7 Certain Payments, Etc. ReShape has not, and no officer, employee, agent or other Person associated with or acting for or on behalf of ReShape or any ReShape Affiliate has, at any time, directly or indirectly, in each case in connection with the conduct of the ReShape Business or the use of the Purchased Assets: (a) used any corporate funds (i) to make any unlawful political contribution or gift or for any other unlawful purpose relating to any political activity, or (ii) to make any unlawful payment to any governmental official or employee; (b) made any false or fictitious entry, or failed to make any entry that should have been made, in any of the books of account or other records of ReShape; (c) made any payoff, influence payment, bribe, rebate, kickback or unlawful payment to any Person; (d) made any payment (whether or not lawful) to any Person, or provided (whether lawfully or unlawfully) any favor or anything of value (whether in the form of property or services, or in any other form) to any Person, for the purpose of obtaining or paying for (i) favorable treatment in securing business, or (ii) any other special concession; or (e) agreed, committed or offered (in writing or otherwise) to take any of the actions described in clauses "(a)" through "(d)" above.

2.8 Proceedings; Orders. There is no pending Proceeding, and to ReShape's Knowledge no Person has threatened to commence any Proceeding: (i) that relates to the ReShape Business or any of the Purchased Assets (whether or not ReShape is named as a party thereto); or (ii) that challenges, or that may have the effect of preventing, delaying, making illegal or otherwise interfering with, any of the Transactions. There is no Order to which the ReShape Business, or any of the Purchased Assets, is subject, and neither ReShape nor any Related Party is subject to any Order that relates to the ReShape Business or to any of the Purchased Assets. There is no proposed Order that, if issued or otherwise put into effect, (i) may have an adverse effect on the ReShape Business or the Purchased Assets or on the ability of ReShape to comply with or perform any covenant or obligation under any of the Transactional Agreements, or (ii) may have the effect of preventing, delaying, making illegal or otherwise interfering with any of the Transactions.

2.9 Authority; Binding Nature Of Agreements. Subject to obtaining the ReShape Stockholder Approval, ReShape has the absolute and unrestricted right, power and authority to enter into and to perform its obligations under each of the Transactional Agreements to which it is or may become a party; and the execution, delivery and performance by ReShape of the Transactional Agreements to which it is or may become a party have been duly authorized by all necessary action on the part of ReShape's board of directors and officers. This Agreement constitutes the legal, valid and binding obligation of ReShape, enforceable against ReShape in accordance with its terms, subject to applicable bankruptcy, insolvency, reorganization, moratorium, liquidation, fraudulent conveyance, and other similar Laws and principles of equity affecting creditors' rights and remedies generally (the "General Enforceability Exceptions"). Upon the execution of each of the other Transactional Agreements at the Closing, each of such other Transactional Agreements to which ReShape is a party will constitute the legal, valid and binding obligation of ReShape and will be enforceable against ReShape in accordance with its terms, subject to the General Enforceability Exceptions.

2.10 Non-Contravention; Consents. Except as set forth in Section 2.10 of the Disclosure Schedule, neither the execution and delivery of any of the Transactional Agreements, nor the consummation or performance of any of the Transactions, will directly or indirectly (with or without notice or lapse of time):

(a) contravene, conflict with or result in a violation of (i) any of the provisions of the ReShape's certificate of incorporation or bylaws, or (ii) any resolution adopted by the ReShape's board of directors, including any committee thereof;

(b) contravene, conflict with or result in a violation of, or give any Governmental Body or other Person the right to challenge any of the Transactions or to exercise any remedy or obtain any relief under, any applicable Law or any Order to which ReShape, or any of the Purchased Assets, is subject;

(c) contravene, conflict with or result in a violation of any of the terms or requirements of, or give any Governmental Body the right to revoke, withdraw, suspend, cancel, terminate or modify, any Governmental Authorization that is to be included in the Purchased Assets or is held by ReShape or any employee of ReShape;

(d) contravene, conflict with or result in a violation or breach of, or result in a default under, any provision of any ReShape Business Contract;

(e) give any Person the right to (i) declare a default or exercise any remedy under any ReShape Business Contract, (ii) accelerate the maturity or performance of any ReShape Business Contract, or (iii) cancel, terminate or modify any ReShape Business Contract; or

(f) result in the imposition or creation of any Encumbrance upon or with respect to any of the Purchased Assets.

Except as set forth in Section 2.10 of the Disclosure Schedule, ReShape was not, is not and will not be required to make any filing with or give any notice to, or to obtain any Consent from, any Person in connection with the execution and delivery of any of the Transactional Agreements or the consummation or performance of any of the Transactions.

2.11 Brokers. Except as set forth in Section 2.11 of the Disclosure Schedule, ReShape has not agreed and will not become obligated to pay, and has not taken any action that might result in any Person claiming to be entitled to receive, any brokerage commission, finder's fee or similar commission or fee in connection with any of the Transactions.

2.12 Tax Matters.

(a) ReShape has filed or caused to be filed all Tax Returns related to the Purchased Assets or the ReShape Business that are required to be filed and such Tax Returns are complete and correct in all material respects and were prepared in substantial compliance with applicable Law.

(b) ReShape has (i) paid all Taxes (whether or not shown or required to be shown on any Tax Return) required to be paid with respect to the Purchased Assets or the ReShape Business, and (ii) recorded an adequate provision in its financial statements with respect to all Taxes with respect to the Purchased Assets or the ReShape Business that have accrued through the date of such financial statements that were not yet due and payable as of the date thereof. There are no liens for Taxes upon any of the Purchased Assets except liens for current Taxes not yet due and payable (and for which there are adequate accruals, in accordance with GAAP).

(c) ReShape has complied in all material respects with all applicable Laws relating to the payment, reporting, withholding and collection of all Taxes related to the Purchased Assets or the ReShape Business and has within the time and manner prescribed by applicable Law in all respects (i) withheld all material Taxes related to the Purchased Assets or the ReShape Business required to be withheld, (ii) collected all sales, use, value added, goods and services, and similar Taxes related to the Purchased Assets or the ReShape Business required to be collected, and (iii) remitted all Taxes related to the Purchased Assets or the ReShape Business withheld and collected to the appropriate Governmental Body in accordance with applicable Laws.

(d) ReShape has not waived any statute of limitations in respect of Taxes or agreed to any extension of time with respect to a Tax assessment or deficiency, in each case (i) with respect to the Purchased Assets or the ReShape Business and (ii) which has not expired.

(e) No claim for assessment or collection of Taxes related to the Purchased Assets or the ReShape Business has been or is presently being asserted or is otherwise outstanding against ReShape; and there is no Proceeding by any Governmental Body pending or threatened against ReShape in respect of any Tax that is related to the Purchased Assets or the ReShape Business.

(f) None of the Purchased Assets is "tax exempt use property" within the meaning of Section 168(h) of the Code.

(g) ReShape is not a "foreign person" within the meaning of Treasury Regulations Section 1.1445-2.

(h) ReShape has not been a party to a transaction that, as of the date of this Agreement, constitutes a "listed transaction" for purposes of Section 6011 of the Code and applicable Treasury Regulations thereunder (or any similar provision of state, local or foreign Law).

2.13 Insurance. Section 2.13 of the Disclosure Schedule contains an accurate and complete list of all current insurance policies held by ReShape, specifying the insurer, the policy number, and the term of the coverage, all of which are in full force and effect and all premiums with respect thereto have been paid.

2.14 No Other Representations and Warranties. Except for the representations and warranties contained in this Article 2 (including the related portions of the Disclosure Schedules), neither ReShape nor any other Person has made or makes any other express or implied representation or warranty, either written or oral, on behalf of ReShape, including any representation or warranty as to the accuracy or completeness of any information regarding the ReShape Business and the Purchased Assets furnished or made available to Buyer and its Representatives (including in management presentations or in any other form in expectation of the transactions contemplated hereby) or as to the future revenue, profitability or success of the ReShape Business or Purchased Assets, or any representation or warranty arising from statute or otherwise in Law.

3. REPRESENTATIONS AND WARRANTIES OF BUYER.

Buyer represents and warrants to and for the benefit of ReShape as follows, in each case, as of the date hereof and as of the Closing Date:

3.1 Due Organization. Buyer is a private limited company duly organized, validly existing and in good standing under the laws of United Kingdom.

3.2 Authority; Binding Nature Of Agreements. Buyer has the absolute and unrestricted right, power and authority to enter into and to perform its obligations under each of the Transactional Agreements to which it is or may become a party; and the execution, delivery and performance by Buyer of the Transactional Agreements to which it is or may become a party have been duly authorized by all necessary action on the part of Buyer and its stockholders, board of directors and officers. This Agreement constitutes the legal, valid and binding obligation of Buyer, enforceable against Buyer in accordance with its terms, subject to the General Enforceability Exceptions. Upon the execution of each of the other Transactional Agreements at the Closing, each of such other Transactional Agreements to which Buyer is a party will constitute the legal, valid and binding obligation of Buyer and will be enforceable against Buyer in accordance with its terms, subject to the General Enforceability Exceptions.

3.3 Non-Contravention; Consents. Neither the execution and delivery of any of the Transactional Agreements, nor the consummation or performance of any of the Transactions, will directly or indirectly (with or without notice or lapse of time):

(a) contravene, conflict with or result in a violation of (i) any of the provisions of the Buyer's certificate of incorporation or bylaws, or (ii) any resolution adopted by the Buyer's board of directors, including any committee thereof;

(b) contravene, conflict with or result in a violation of, or give any Governmental Body or other Person the right to challenge any of the Transactions or to exercise any remedy or obtain any relief under, any applicable Law or any Order to which Buyer is subject;

(c) contravene, conflict with or result in a violation of any of the terms or requirements of, or give any Governmental Body the right to revoke, withdraw, suspend, cancel, terminate or modify, any Governmental Authorization that is held by Buyer or any employee of Buyer;

(d) contravene, conflict with or result in a violation or breach of, or result in a default under, any provision of any Contract to which Buyer is a party.

Buyer was not, is not and will not be required to make any filing with or give any notice to, or to obtain any Consent from, any Person in connection with the execution and delivery of any of the Transactional Agreements or the consummation or performance of any of the Transactions.

3.4 Sufficiency of Funds; Solvency. Buyer has sufficient cash on hand or other sources of immediately available funds to enable it to make payment of the purchase price for the Purchased Assets and consummate the transactions contemplated by this Agreement. As of the Closing Date, after giving effect to all of the transactions contemplated by this Agreement, and assuming for these purposes the satisfaction of the conditions set forth in Section 6, Buyer shall be Solvent.

3.5 No Vote Required. No vote or other action of the stockholders of Buyer is required by applicable Law, the certificate of incorporation or bylaws (or similar charter or organizational documents) of Buyer or otherwise in order for Buyer to consummate the Transactions.

3.6 Brokers. Buyer has not agreed and will not become obligated to pay, and has not taken any action that might result in any Person claiming to be entitled to receive, any brokerage commission, finder's fee or similar commission or fee in connection with any of the Transactions.

3.7 Reliance. Buyer has conducted its own independent investigation, review and analysis of the business, results of operations, prospects with respect to tax and financial status of ReShape, and acknowledges that it has been provided adequate access to the personnel, properties, premises, books and records, and other documents and data relating to the tax and financial condition of ReShape for such purpose. However, with respect to the corporate due diligence of ReShape (including details of ReShape Intellectual Property and ReShape Equipment), the Buyer has relied solely on the information provided by Reshape to the Buyer as on Closing Date. Buyer acknowledges and agrees that in making its decision to enter into this Agreement and the other Transactional Agreements and to consummate the transactions contemplated hereby and thereby, Buyer has relied solely upon its own investigation and the express representations and warranties of ReShape set forth in Article 2 of this Agreement, including with respect to the corporate organization and authority of ReShape (including, and subject to, the related portions of the Disclosure Schedules) and disclaims reliance on any other representations and warranties of any kind or nature express or implied (including, but not limited to, any relating to the future or historical financial condition, results of operations, assets or liabilities or prospects of the Purchased Assets).

4. PRE-CLOSING COVENANTS.

4.1 Access And Investigation. ReShape shall ensure that, at all times during the Pre-Closing Period, ReShape, each of its Affiliates and each of its Representatives shall provide Buyer and its Representatives with: (a) reasonable access to the personnel and assets, and to all existing books, records, work papers and other documents and information in ReShape's possession, in each case, relating to the Purchased Assets; (b) such copies of existing books, records, work papers and other documents and information in ReShape's possession relating to the Purchased Assets as Buyer may reasonably request in good faith; and (c) such additional financial, operating and other data and information in ReShape's possession relating to the Purchased Assets as Buyer may reasonably request in good faith.

4.2 Operation Of Business. Except for the transactions contemplated by the Merger Agreement, during the Pre-Closing Period, ReShape shall, and it shall cause its Affiliates to operate and conduct the ReShape Business in the Ordinary Course of Business and in substantially the same manner as such operations have been conducted prior to the date of this Agreement.

4.3 Filings and Consents. During the Pre-Closing Period, each Party shall use commercially reasonable efforts to ensure that: (a) all filings, notices and Consents required to be made, given and obtained in order to consummate the Transactions are made, given and obtained on a timely basis; and (b) such Party cooperates with the other Party, and prepares and makes available such documents and take such other actions as the other Party may reasonably request in good faith, in connection with any filing, notice or Consent that the other Party is required to make, give or obtain in order to consummate the Transactions; *provided*, that in no event shall any Party be required to spend any money or make any material concessions to obtain any such Consent.

4.4 Non Solicitation.

(a) ReShape agrees that, except as expressly contemplated hereby and except in connection with the transactions contemplated by the Merger Agreement, it shall, and shall instruct its Representatives, not to directly or indirectly (i) initiate, seek, or solicit, or knowingly encourage or facilitate (including by way of furnishing non-public information) or take any other action that is reasonably expected to promote, directly or indirectly, any inquiries or the making or submission of any proposal that constitutes, or would reasonably be expected to lead to, an Acquisition Proposal, (ii) participate or engage in discussions or negotiations with, or disclose any non-public information or data relating to ReShape or afford access to the properties, books or records of ReShape to any party that has made an Acquisition Proposal with respect to ReShape, or (iii) enter into any agreement, including any letter of intent, memorandum of understanding, agreement in principle, merger agreement, acquisition agreement, or other similar agreement with respect to an Acquisition Proposal with respect to ReShape (other than a confidentiality agreement containing terms no less favorable to Buyer with respect to confidentiality than the terms of the Confidentiality Agreement (including any standstill agreement or similar provisions) (an "Acceptable Confidentiality Agreement")). ReShape shall, and shall instruct its Representatives to, immediately upon the execution of this Agreement cause to be terminated any solicitation, encouragement, discussion or negotiation with or involving any Person (other than Buyer and its Affiliates) conducted heretofore by ReShape or any Subsidiary thereof or any of its or their respective Representatives, with respect to an Acquisition Proposal or which could reasonably be expected to lead to an Acquisition Proposal and in connection therewith, ReShape will immediately discontinue access by any Person (other than Buyer and its Affiliates) to any data room (virtual or otherwise) established by ReShape or its Representatives for such purpose. Nothing contained in this Section 4.4 shall prohibit ReShape or the ReShape board of directors (the "ReShape Board") from taking and disclosing to the ReShape Stockholders a position with respect to an Acquisition Proposal with respect to ReShape pursuant to Rules 14d-9 and 14e-2(a) promulgated under the Exchange Act or from making any similar disclosure, if the ReShape Board has reasonably determined in good faith, after consultation with ReShape's outside legal counsel, that the failure to do so would be reasonably likely to be a breach of its fiduciary duties; provided that this sentence shall not permit the ReShape Board to make a ReShape Adverse Recommendation Change, except to the extent permitted by Section 4.4(b) or Section 4.4(c).

(b) Neither the ReShape Board nor any committee thereof shall directly or indirectly (i) withhold, withdraw (or amend, qualify or modify in a manner adverse to Buyer), or publicly propose to withdraw (or amend, qualify or modify in a manner adverse to Buyer), the approval, recommendation or declaration of advisability by the ReShape Board or any such committee of the transactions contemplated by this Agreement, (ii) propose publicly to recommend, adopt or approve, any Acquisition Proposal with respect to ReShape or (iii) fail to reaffirm or re-publish the ReShape Recommendation within five

(5) Business Days of being requested by Buyer to do so (any action described in this sentence being referred to as an "ReShape Adverse Recommendation Change"). For the avoidance of doubt, a change of ReShape Recommendation to "neutral" is a ReShape Adverse Recommendation Change. Notwithstanding the foregoing, at any time prior to obtaining the ReShape Stockholder Approval, and subject to ReShape's compliance at all times with the provisions of this Section 4.4 and Section 4.5, in response to a Superior Proposal with respect to ReShape that has not been withdrawn and did not result from a breach of Section 4.4(a), the ReShape Board may make a ReShape Adverse Recommendation Change; provided, however, that unless the ReShape Stockholders' Meeting is scheduled to occur with the next ten (10) Business Days, ReShape shall not be entitled to exercise its right to make a ReShape Adverse Recommendation Change in response to a Superior Proposal with respect to ReShape (x) until five (5) Business Days after ReShape provides written notice to Buyer advising Buyer that the ReShape Board has received a Superior Proposal, specifying the material terms and conditions of such Superior Proposal, identifying the Person or group making such Superior Proposal and including copies of all documents pertaining to such Superior Proposal, (y) if during such five (5) Business Day period, Buyer proposes any alternative transaction (including any modifications to the terms of this Agreement), unless the ReShape Board determines in good faith, after good faith negotiations between ReShape and Buyer (if such negotiations are requested by Buyer) during such five (5) Business Day period (after and taking into account all financial, legal, and regulatory terms and conditions of such alternative transaction proposal and expected timing of consummation and the relative risks of non-consummation of the alternative transaction proposal and the Superior Proposal) that such alternative transaction proposal is not at least as favorable to ReShape and its stockholders as the Superior Proposal and (z) unless the ReShape Board determines that the failure to make a ReShape Adverse Recommendation Change would be a breach of its fiduciary obligations.

(c) Notwithstanding the first sentence of Section 4.4(b), at any time prior to obtaining the ReShape Stockholder Approval, in connection with any Intervening Event, the ReShape Board may make a ReShape Adverse Recommendation Change after the ReShape Board (i) determines in good faith that the failure to make such ReShape Adverse Recommendation Change would be a breach of its fiduciary duties to the stockholders of ReShape, (ii) determines in good faith that the reasons for making such ReShape Adverse Recommendation Change are independent of and unrelated to any pending Acquisition Proposal with respect to Buyer, and (iii) provides written notice to Buyer (a "ReShape Notice of Change") advising Buyer that the ReShape Board is contemplating making a ReShape Adverse Recommendation Change and specifying the material facts and information constituting the basis for such contemplated determination; provided, however, that, unless the ReShape Stockholders' Meeting is scheduled to occur within the next five (5) Business Days, (x) the ReShape Board may not make such a ReShape Adverse Recommendation Change until the fifth Business Day after receipt by Buyer of the ReShape Notice of Change and (y) during such five (5) Business Day period, at the request of Buyer, ReShape shall negotiate in good faith with respect to any changes or modifications to this Agreement which would allow the ReShape Board not to make such ReShape Adverse Recommendation Change, consistent with its fiduciary duties.

(d) Nothing in this Section 4.4 will restrict or prohibit ReShape's ability to consummate the transactions contemplated by the Merger Agreement, as may be amended from time to time.

4.5 Non-Competition. For a period of five (5) years after the Closing (or, solely with respect to ReShape's Diabetes Bloc-Stim Neuromodulation (DBSN™) device, for a period of seven (7) years after the Closing), ReShape agrees and undertakes that ReShape and/or the entity after closing of the Merger shall not, directly or indirectly, market, produce or otherwise design any products, equipment or intellectual property that is intended to be used as a weight-loss solution and is similar to the Purchased Assets in any form and manner. ReShape further confirms and undertakes that it and/ or the entity after closing of the Merger shall not utilize any information of the ReShape Books and Records to market, produce or design

any products, equipment or intellectual property that is intended to be used as a weight-loss solution and is similar to the Purchased Assets in any form and manner.

4.6 ReShape Stockholder Approval. ReShape shall take all action necessary in accordance with applicable Law and ReShape's organizational documents to duly give notice of, convene and hold a meeting of ReShape's stockholders to obtain the ReShape Stockholder Approval (the "ReShape Stockholders' Meeting"). Subject to Section 4.4, ReShape will, through the ReShape board of directors, recommend that the ReShape Stockholders approve the proposal to approve the sale of substantially all of ReShape's assets in connection with the transactions contemplated by this Agreement, and will use commercially reasonable efforts to solicit from the ReShape Stockholders proxies in favor of such proposal.

4.7 Commercially Reasonable Efforts. During the Pre-Closing Period, each Party shall use its commercially reasonable efforts to cause the conditions set forth in Section 5 (in the case of Buyer) and Section 6 (in the case of ReShape) to be satisfied on a timely basis.

4.8 Publicity/Disclosure. The initial press release relating to this Agreement shall be a joint press release and thereafter ReShape and Buyer shall consult with each other before issuing, and provide each other the reasonable opportunity to review and comment upon, any press release or other public statements with respect to the transactions contemplated hereby; provided, however, that no such consultation shall be required if, prior to the date of such release or public statement, a ReShape Adverse Recommendation Change shall have occurred in compliance in all respects with the terms of Section 4.4. No provision of this Agreement shall prohibit ReShape from issuing any press release or public statement in the event of a ReShape Adverse Recommendation Change in compliance in all respects with the terms of Section 4.4.

4.9 Tax Matters.

(a) Periodic Taxes. All real property taxes, personal property taxes and similar ad valorem obligations and other Taxes imposed on a periodic basis (and not based on revenue, income or sales) levied with respect to the Purchased Assets (other than Taxes allocated pursuant to Section 1.8) ("Periodic Taxes") for a taxable period that includes (but does not end on) the Closing Date ("Straddle Period") will be apportioned between Buyer and ReShape as of the Closing Date, respectively, based on the number of days of the Straddle Period included in the Pre-Closing Tax Period and the number of days of the Straddle Period included in the Post-Closing Tax Period. Following the Closing, ReShape will be liable for the proportionate amount of such Periodic Taxes that is attributable to the Pre-Closing Tax Period, and Buyer will be liable for the proportionate amount of such Periodic Taxes that is attributable to the Post-Closing Tax Period. The party required by applicable Law to pay any such Periodic Tax (the "Paying Party") shall file the Tax Return related to such Periodic Tax within the time period prescribed by applicable Law and shall timely pay such Periodic Tax. To the extent any such payment exceeds the obligation of the Paying Party hereunder, the Paying Party shall provide the other party (the "Non-Paying Party") with notice of payment and reasonable details of the calculation thereof, and within ten (10) days of receipt of such notice of payment, the Non-Paying Party shall reimburse the Paying Party for the Non-Paying Party's share of such Straddle Period Taxes.

(b) Cooperation in Tax Matters. The parties hereto agree to furnish or cause to be furnished to one another, upon request, as promptly as practicable, such information and assistance relating to the Purchased Assets as is reasonably necessary for the filing of all Tax Returns, the preparation for any audit by any Governmental Body, and the prosecution or defense of any claim or proceeding relating to any Tax Return. In the event that any Governmental Body informs Buyer or ReShape of any notice of a proposed audit, claim, assessment or other dispute concerning an amount of Taxes related to the Purchased Assets with respect to which the other party may incur Liability hereunder, the party so informed will

promptly notify the other party of such matter; *provided* that, failure to promptly notify will not reduce the other party's indemnity obligation hereunder, except to the extent such party's ability to defend against such matter is actually and materially prejudiced thereby.

(c) Withholding. Buyer acknowledges and agrees that no withholding of any portion of the purchase price for the Purchased Assets is required.

4.10 Incorporation of a new entity in State of Delaware. Prior to the Closing, the Buyer shall incorporate a new wholly-owned subsidiary in the State of Delaware ("**NewCo**"), which shall purchase the Purchased Assets and assume the Assumed Liabilities as set forth in this Agreement. Buyer hereby absolutely, unconditionally and irrevocably guarantees to ReShape the full and timely performance of NewCo of each of NewCo's obligations under this Agreement and each Transactional Agreement to which NewCo is a party. Biorad further agrees to pay to ReShape all damages, costs and expenses it may incur as a result of the non-performance of Biorad of its obligations under this Section 4.10.

5. CONDITIONS PRECEDENT TO RESHAPE'S OBLIGATION TO CLOSE.

ReShape's obligation to sell the Purchased Assets and to take the other actions required to be taken by it at the Closing is subject to the satisfaction, at or prior to the Closing, of each of the following conditions (any of which may be waived by ReShape, in whole or in part, in writing):

5.1 Accuracy Of Representations. All of the representations and warranties made by Buyer in this Agreement (considered collectively), and each of said representations and warranties (considered individually), shall have been accurate in all material respects as of the date of this Agreement, and shall be accurate in all material respects as of the Closing Date as if made at the Closing Date.

5.2 Transfer of Employees of ReShape. Effective as of the Closing Date, ReShape shall terminate all employees of ReShape and, at Buyer's sole discretion, Buyer may offer employment to any or all of such employees. It is clarified that any compliances, either regulatory or contractual, required to be undertaken with respect to termination of all ReShape employees shall be solely and absolutely undertaken by ReShape; provided, however, that no later than the Closing Date Buyer will reimburse ReShape for any costs, fees or expenses of consultants, advisors or attorneys incurred by ReShape in preparation of the transfer of ReShape's employees to Biorad, including the transfer or establishment of employee benefits programs, so long as ReShape notifies Buyer of the engagement of such consultants, advisors or attorneys and Buyer consents to such engagement, which consent will not be unreasonably withheld.

5.3 Performance Of Obligations.

(a) Each of the documents referred to in Section 1.7(b) required to be executed by Buyer shall have been executed and delivered to ReShape.

(b) All of the covenants and obligations that Buyer is required to comply with or to perform at or prior to the Closing (considered collectively), and each of said covenants and obligations (considered individually), shall have been duly complied with and performed in all material respects.

5.4 No Proceedings. There shall not have been commenced or threatened, any Proceeding (a) involving any challenge to, or seeking damages or other relief in connection with, any of the Transactions, or (b) that may have the effect of preventing, delaying, making illegal or otherwise interfering with any of the Transactions.

5.5 No Prohibition. Neither the consummation nor the performance of any the Transactions will, directly or indirectly (with or without notice or lapse of time), contravene or conflict with or result in a violation of, or cause ReShape or any ReShape Affiliate to suffer any adverse consequence under, any applicable Law or Order.

5.6 ReShape Stockholder Approval. The ReShape Stockholder Approval shall have been obtained.

5.7 Closing of Merger. The Merger Agreement (as may be amended from time to time if agreed in accordance with its terms) shall be in full force and effect such that the transactions contemplated thereby shall be consummated immediately following the Closing under this Agreement without the further satisfaction of any conditions.

6. CONDITIONS PRECEDENT TO BUYER'S OBLIGATION TO CLOSE.

Buyer's obligation to purchase the Purchased Assets and to take the other actions required to be taken by Buyer at the Closing is subject to the satisfaction, at or prior to the Closing, of each of the following conditions (any of which may be waived by Buyer, in whole or in part, in writing):

6.1 Accuracy Of Representations. All of the representations and warranties made by ReShape in this Agreement (considered collectively), and each of said representations and warranties (considered individually), shall have been accurate in all material respects as of the date of this Agreement, and shall be accurate in all material respects as of the Closing Date as if made at the Closing Date, except in each case where any failure of any such representation and warranty to be true and correct has not had or would not reasonably be expected to have a Material Adverse Effect on ReShape.

6.2 Performance Of Obligations.

(a) Each of the documents referred to in Section 1.7(b) required to be executed by ReShape shall have been executed and delivered to Buyer.

(b) All of the covenants and obligations that ReShape is required to comply with or to perform at or prior to the Closing (considered collectively), and each of said covenants and obligations (considered individually), shall have been duly complied with and performed in all material respects.

6.3 No Proceedings. There shall not have been commenced or threatened, any Proceeding (a) involving any challenge to, or seeking damages or other relief in connection with, any of the Transactions, or (b) that may have the effect of preventing, delaying, making illegal or otherwise interfering with any of the Transactions.

6.4 No Prohibition. Neither the consummation nor the performance of any the Transactions will, directly or indirectly (with or without notice or lapse of time), contravene or conflict with or result in a violation of, or cause Buyer or any Buyer Affiliate to suffer any adverse consequence under, any applicable Law or Order.

7. TERMINATION.

7.1 Termination Events. This Agreement may be terminated prior to the Closing:

(a) by ReShape if (i) there is a material breach of any covenant or obligation of Buyer and such breach shall not have been cured within thirty (30) days after the delivery of notice thereof to

Buyer, or (ii) the timely satisfaction of any condition set forth in Section 5 by Buyer has become impossible (other than as a result of any failure on the part of ReShape to comply with or perform its covenants and obligations set forth in this Agreement);

(b) by Buyer if (i) there is a material breach of any covenant or obligation of ReShape and such breach shall not have been cured within thirty (30) days after the delivery of notice thereof to ReShape, or (ii) the timely satisfaction of any condition set forth in Section 6 has become impossible (other than as a result of any failure on the part of Buyer to comply with or perform any covenant or obligation set forth in this Agreement);

(c) by ReShape or Buyer if the Transactions shall not have been consummated by 5:00 p.m., Pacific time, on March 31, 2025; provided, however, that the right to terminate this Agreement pursuant to this Section (c) shall not be available to any Party whose action or failure to act has been a principal cause of or resulted in the failure of the Closing to occur on or before such date and such action or failure to act constitutes a material breach of this Agreement;

(d) by ReShape if the Merger Agreement has been terminated; or

(e) by the mutual written consent of the ReShape and Buyer.

7.2 Termination Procedures. If ReShape wishes to terminate this Agreement pursuant to Sections 7.1 (a), 7.1(c) or 7.1(d), ReShape shall deliver to Buyer a written notice stating that ReShape is terminating this Agreement and setting forth a brief description of the basis on which ReShape is terminating this Agreement. If Buyer wishes to terminate this Agreement pursuant to Sections 7.1(b) or 7.1(c), Buyer shall deliver to ReShape a written notice stating that Buyer is terminating this Agreement and setting forth a brief description of the basis on which Buyer is terminating this Agreement.

7.3 Effect Of Termination. In the event of the termination of this Agreement in accordance with Section 7.1, and with the exception of this Section 7.3 and Article 9, this Agreement shall become void and have no effect and neither Party shall have any liability to the other Party or to such other Party's Affiliates or Representatives in respect of this Agreement, except, for the avoidance of doubt, for the obligations of the Parties contained in this Section 7.3 and Article 9 which shall survive any termination of this Agreement; provided, however, that nothing herein shall limit the liability of any Party hereto for intentional or willful misrepresentation of facts which constitutes common law fraud under applicable Laws or for any willful breach whereby the breaching Party both intended to take or fail to take the action giving rise to the breach and had knowledge that such action or inaction would constitute a breach of this Agreement.

8. ADDITIONAL AGREEMENTS.

8.1 No Survival Of Representations And Covenants. None of the representations, warranties, covenants or agreements contained in this Agreement or in any certificate, document or instrument delivered pursuant to this Agreement shall survive the Effective Time, except for covenants and agreements which contemplate performance after the Effective Time or otherwise expressly by their terms survive the Effective Time.

8.2 Further Actions. From and after the Closing Date, ReShape shall cooperate with Buyer and its Affiliates and Representatives, and shall execute and deliver such documents and take such other actions as Buyer may reasonably request, for the purpose of evidencing the Transactions and putting Buyer in possession and control of all of the Purchased Assets.

8.3 Post-Closing Publicity/Confidentiality. Without limiting the generality of anything contained in Section 4.7, each Party shall ensure that, on and at all times after the Closing Date, such Party shall (and shall cause its Representatives to) treat and hold as confidential, and shall not disclose to any third party, any information concerning the Purchased Assets and/or the Assumed Liabilities that are not already generally available to the public, including any notes, analyses, compilations, studies, forecasts, interpretations or other documents that are derived from, contain, reflect or are based upon any such information (the "Confidential Information"). Notwithstanding the foregoing, Confidential Information shall not include information that is (a) generally available to the public other than as a result of a breach of this Section 8.3 or (b) rightfully received after the Closing Date from a third party not under any obligation of confidentiality with respect to such information. In the event that a Representative of any Party is requested or required (by oral question or request for information or documents in any legal proceeding, interrogatory, subpoena, civil investigative demand, or similar process) to disclose any Confidential Information, such Representative shall notify the other Party promptly of the request or requirement so that the other Party may seek an appropriate protective order or waive compliance with the provisions of this Section 8.3. If, in the absence of a protective order or the receipt of a waiver hereunder, a Representative of a Party hereto or any Affiliate of such Party is, on the advice of counsel, compelled to disclose any Confidential Information to any tribunal or else stand liable for contempt, such Representative may disclose the Confidential Information to the tribunal; provided, that, prior to making such disclosure, such disclosing Representative shall provide the other Party and its counsel with a copy of any information which it intends to disclose and (1) give due consideration to any comments provided by the other Party or its counsel and (2) use its reasonable best efforts to obtain, at the request of the other Party hereto, an order or other assurance that confidential treatment shall be accorded to such portion of the Confidential Information required to be disclosed as the other Party shall designate. The Parties agree that in the event of a breach of the provisions of this Section 8.3, the damage to the other Party may be substantial and money damages will not afford the other Party an adequate remedy, and the other Party shall be entitled, in addition to all other rights and remedies as may be provided by applicable Law and notwithstanding anything in this Agreement to the contrary, to seek specific performance and injunctive and other equitable relief to prevent or restrain a breach of any provision of this Section 8.3.

8.4 Bulk Sales Requirements. Each of the Parties waives compliance with any applicable bulk sales laws, including without limitation the Uniform Commercial Code Bulk Transfer provisions.

8.5 Non-Transferable Contracts. If there are any Consents that have not been obtained (or otherwise are not in full force and effect) on the Closing, in the case of each ReShape Business Contract as to which such consents were not obtained (or otherwise are not in full force and effect) (the "ReShape Restricted Material Contracts"), Buyer may elect to have ReShape continue its efforts to obtain any such Consents and neither this Agreement nor the Assumption Agreement nor any other document related to the consummation of the Transactions shall constitute a sale, assignment, assumption, transfer, conveyance or delivery or an attempted sale, assignment, assumption, transfer, conveyance or delivery of the ReShape Restricted Material Contracts, and following the Closing, the Parties shall use commercially reasonable efforts, and cooperate with each other, to obtain the consent relating to each ReShape Restricted Material Contract as quickly as practicable. Pending the obtaining of such Consents relating to any ReShape Restricted Material Contract, the Parties shall cooperate with each other in any reasonable and lawful arrangements designed to provide to Buyer the benefits of use of the ReShape Restricted Material Contract for its term (or any right or benefit arising thereunder, including the enforcement for the benefit of Buyer of any and all rights of ReShape against a Third Party thereunder). Once a Consent for the sale, assignment, assumption, transfer, conveyance and delivery of a ReShape Restricted Material Contract is obtained, ReShape shall promptly assign, transfer, convey and deliver such ReShape Restricted Material Contract to Buyer, and Buyer shall assume the obligations under such ReShape Restricted Material Contract assigned to Buyer from and after the date of assignment to Buyer pursuant to a special-purpose assignment and assumption agreement substantially similar in terms to those of the Assumption Agreement (which special-

purpose agreement the Parties shall prepare, execute and deliver in good faith at the time of such transfer, all at no additional cost to Buyer).

8.6 Non-Transferable Assets. Except as set forth above with respect to ReShape Restricted Material Contracts, from and after the Closing, with respect to each Purchased Asset, as the case may be, which is not assignable or transferable to Buyer at the Closing (each a "Non-Transferable Purchased Asset"), until the earlier to occur of (a) such time as such Non-Transferable Purchased Asset shall be properly and lawfully transferred or assigned to Buyer and (b) such time as the material benefits intended to be transferred or assigned to Buyer have been procured by alternative means, (i) the Non-Transferable Purchased Assets shall be held by ReShape in trust exclusively for the benefit of Buyer, and (ii) ReShape and Buyer shall cooperate in any good faith, reasonable arrangement designed to provide or cause to be provided for Buyer the material benefits intended to be transferred or assigned to Buyer under each of the Non-Transferable Purchased Assets and, in furtherance thereof, to the extent permitted under the terms of each such Non-Transferable Purchased Asset and under applicable Law. ReShape shall use commercially reasonable efforts to provide or cause to be provided Buyer all of the benefits of ReShape under such Non-Transferable Purchased Assets in effect as of the Closing.

8.7 Trademarks; Trade Names; Service Marks. Within a period of expiry of thirty (30) days after the Closing Date, ReShape shall eliminate the use of all of the trademarks, trade names and service marks included in the Purchased Assets, in any of their forms or spellings, on all advertising, stationery, business cards, checks, purchase orders and acknowledgments, customer agreements and other contracts, business documents and marketing materials.

9. MISCELLANEOUS PROVISIONS.

9.1 Further Assurances. Each Party shall execute and/or cause to be delivered to each other Party such instruments and other documents, and shall take such other actions, as such other Party may reasonably request (prior to, at or after the Closing) for the purpose of carrying out or evidencing any of the Transactions.

9.2 Fees and Expenses. Whether or not the Transactions contemplated by this Agreement are consummated each Party shall bear its own costs and expenses in connection with this Agreement and the Transactional Agreements.

9.3 Attorneys' Fees. If any legal action or other legal proceeding relating to any of the Transactional Agreements or the enforcement of any provision of any of the Transactional Agreements is brought against any Party, each Party shall bear its own expenses in connection with such action or proceeding, including attorneys' fees, costs and disbursements.

9.4 Notices. Any notice or other communication required or permitted to be delivered to any Party under this Agreement shall be in writing and shall be deemed properly delivered, given and received when delivered (by hand, by registered mail, by courier or express delivery service or by e-mail) to the address or e-mail address set forth beneath the name of such Party below (or to such other address or e-mail address as such Party shall have specified in a written notice given to the other Parties):

if to ReShape:

ReShape Lifesciences Inc.
18 Technology Drive, Suite 110
Irvine, California 92617
Attention: Paul F. Hickey, Chief Executive Officer

Email: phickey@reshapelifesci.com

with a copy (which shall not constitute notice) to:

Fox Rothschild LLP
33 South Sixth Street, Suite 3600
Minneapolis, MN 55402
Attention: Brett R. Hanson
Email: bhanson@foxrothschild.com

if to Buyer:

Ninjour Health International Limited
5 Lloyd's Avenue,Floor 3
London,England, EC3N 3AE
Attention: Jitendra Hedge, Director
Email: jmhedge@bioradmedisys.com

9.5 Time Of The Essence. Time is of the essence of this Agreement.

9.6 Headings. The underlined headings contained in this Agreement are for convenience of reference only, shall not be deemed to be a part of this Agreement and shall not be referred to in connection with the construction or interpretation of this Agreement.

9.7 Counterparts. This Agreement may be executed in several counterparts, each of which shall constitute an original and all of which, when taken together, shall constitute one agreement. Any signature page hereto delivered by facsimile machine or by e-mail (including in portable document format (pdf), as a joint photographic experts group (jpg) file, or otherwise) shall be binding to the same extent as an original signature page, with regard to any agreement subject to the terms hereof or any amendment thereto and may be used in lieu of the original signatures for all purposes. Any Party that delivers such a signature page agrees to later deliver an original counterpart to any Party that requests it.

9.8 Governing Law. This Agreement shall be construed in accordance with, and governed in all respects by, the internal laws of the State of Delaware (without giving effect to principles of conflicts of laws).

9.9 Dispute Resolution. The Parties recognize that a dispute ("Dispute") may arise relating to this Agreement or the Transactional Agreements. Any Dispute, including Disputes that may involve any Affiliates of a Party, shall be resolved in accordance with this Section 9.9.

(a) Mediation.

(i) Prior to submission of any Dispute to the Court of Chancery of the State of Delaware (or the applicable Federal Court) in accordance with Section 9.9(b), the Parties shall first attempt in good faith to resolve such Dispute by confidential mediation in accordance with the then current Commercial Mediation Procedures of the American Arbitration Association before initiating arbitration. The mediator shall be an individual mutually agreeable to the Parties. Except as otherwise agreed between the parties, the mediation shall be held in Wilmington, Delaware.

(ii) Either Party may initiate mediation by written notice to the other Party of the existence of a Dispute. The Parties agree to appoint a mediator within ten (10) days of the notice and

the mediation will begin promptly after the selection. The mediation will continue until the earlier of (i) the mediator declaring in writing, no sooner than after the conclusion of one full day of a substantive mediation conference attended on behalf of each Party by a senior business person with authority to resolve the Dispute, that the Dispute cannot be resolved by mediation, and (ii) thirty (30) days from the initial notice by a Party to initiate meditation unless the Parties agree in writing to extend that period, if such Dispute is unresolved.

(b) Courts. Subject to exhaustion of the mediation procedure set forth in Section 9.9(a) above, in any action or proceeding between any of the Parties arising out of or relating to this Agreement or any of the transactions contemplated by this Agreement, each of the parties hereto: (i) irrevocably and unconditionally consents and submits, for itself and its property, to the exclusive jurisdiction and venue of the Court of Chancery of the State of Delaware (or, in the case of any claim as to which the federal courts have exclusive subject matter jurisdiction, the Federal Court); (ii) agrees that all claims in respect of such action or proceeding must be commenced, and may be heard and determined, exclusively in the Court of Chancery of the State of Delaware (or, if applicable, the Federal Court); (iii) waives, to the fullest extent it may legally and effectively do so, any objection which it may now or hereafter have to the laying of venue of any such action or proceeding in the Court of Chancery of the State of Delaware (and, if applicable, the Federal Court); and (iv) waives, to the fullest extent permitted by law, the defense of an inconvenient forum to the maintenance of such action or proceeding in the Court of Chancery of the State of Delaware (or, if applicable, the Federal Court). Each of the parties hereto agrees that a final judgment in any such action or proceeding may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law. Each party to this Agreement irrevocably consents to service of process in the manner provided for notices in Section 9.4. Nothing in this Agreement shall affect the right of any party to this Agreement to serve process in any other manner permitted by law.

(c) Waiver of Jury Trial. EACH PARTY ACKNOWLEDGES AND AGREES THAT ANY CONTROVERSY WHICH MAY ARISE UNDER THIS AGREEMENT OR ANY OTHER TRANSACTIONAL AGREEMENT IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES, AND THEREFORE IT HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT, ANY OTHER TRANSACTIONAL AGREEMENT, OR THE TRANSACTIONS. EACH PARTY CERTIFIES AND ACKNOWLEDGES THAT (I) IT UNDERSTANDS AND HAS CONSIDERED THE IMPLICATIONS OF SUCH WAIVER, (II) IT MAKES SUCH WAIVERS VOLUNTARILY, AND (III) IT HAS BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVER AND CERTIFICATION IN THIS SECTION 9.9(c).

9.10 Assignment. No Party may assign either this Agreement or any of its rights, interests, or obligations hereunder without the prior written approval of the other Parties; provided, however, that any Party may assign its rights, but not its obligations, under this Agreement without such consent in connection with the acquisition (whether by merger, consolidation, sale or otherwise) of such Party or of that part of such Party's business to which this Agreement relates, as long as such Party provides written notice to the other Party of such assignment and the assignee thereof agrees in writing to assume and be bound as the assigning Party hereunder. Any purported assignment in violation of this Section 9.10 shall be void. Subject to the preceding sentence, this Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns.

9.11 Remedies Cumulative; Specific Performance. The rights and remedies of the Parties shall be cumulative (and not alternative). Each agrees that: (a) in the event of any breach or threatened breach by the other Party of any covenant, obligation or other provision set forth in this Agreement, such Party shall be entitled (in addition to any other remedy that may be available to it) to (i) a decree or order

of specific performance or mandamus to enforce the observance and performance of such covenant, obligation or other provision, and (ii) an injunction restraining such breach or threatened breach; and (b) such shall not be required to provide any bond or other security in connection with any such decree, order or injunction or in connection with any related action or Proceeding.

9.12 Waiver.

(a) No failure on the part of any Person to exercise any power, right, privilege or remedy under this Agreement, and no delay on the part of any Person in exercising any power, right, privilege or remedy under this Agreement, shall operate as a waiver of such power, right, privilege or remedy; and no single or partial exercise of any such power, right, privilege or remedy shall preclude any other or further exercise thereof or of any other power, right, privilege or remedy.

(b) No Person shall be deemed to have waived any claim arising out of this Agreement, or any power, right, privilege or remedy under this Agreement, unless the waiver of such claim, power, right, privilege or remedy is expressly set forth in a written instrument duly executed and delivered on behalf of such Person; and any such waiver shall not be applicable or have any effect except in the specific instance in which it is given.

9.13 Amendments. This Agreement may not be amended, modified, altered or supplemented other than by means of a written instrument duly executed and delivered on behalf of each of the Parties hereto.

9.14 Severability. Any term or provision of this Agreement that is invalid or unenforceable in any situation in any jurisdiction shall not affect the validity or enforceability of the remaining terms and provisions hereof or the validity or enforceability of the offending term or provision in any other situation or in any other jurisdiction. If the final judgment of a court of competent jurisdiction declares that any term or provision hereof is invalid or unenforceable, the Parties agree that the court making such determination shall have the power to limit the term or provision, to delete specific words or phrases, or to replace any invalid or unenforceable term or provision with a term or provision that is valid and enforceable and that comes closest to expressing the intention of the invalid or unenforceable term or provision, and this Agreement shall be enforceable as so modified. In the event such court does not exercise the power granted to it in the prior sentence, the Parties agree to replace such invalid or unenforceable term or provision with a valid and enforceable term or provision that will achieve, to the extent possible, the economic, business and other purposes of such invalid or unenforceable term.

9.15 Entire Agreement. The Transactional Agreements set forth the entire understanding of the Parties relating to the subject matter thereof and supersede all prior agreements and understandings among or between any of the Parties relating to the subject matter thereof.

9.16 Knowledge. For purposes of this Agreement, a Person shall be deemed to have "Knowledge" of a particular fact or other matter if any named executive officer of such Person has actual knowledge of such fact or other matter.

9.17 Construction.

(a) For purposes of this Agreement, whenever the context requires: the singular number shall include the plural, and vice versa; the masculine gender shall include the feminine and neuter genders; the feminine gender shall include the masculine and neuter genders; and the neuter gender shall include the masculine and feminine genders.

(b) The Parties agree that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not be applied in the construction or interpretation of this Agreement.

(c) As used in this Agreement, the words "include" and "including," and variations thereof, shall not be deemed to be terms of limitation, but rather shall be deemed to be followed by the words "without limitation."

(d) Except as otherwise indicated, all references in this Agreement to "Sections" and "Exhibits" are intended to refer to Sections of this Agreement and Exhibits to this Agreement.

[Remainder of page intentionally left blank]

The Parties have caused this Asset Purchase Agreement to be executed and delivered as of the date first written above.

NINJOUR HEALTH INTERNATIONAL LIMITED

By: /s Jitendra Hedge
Name: Jitendra Hedge
Title: Director

RESHAPE LIFESCIENCES INC.

By: /s/ Paul F. Hickey
Name: Paul F. Hickey
Title: President and Chief Executive Officer

EXHIBIT A
CERTAIN DEFINITIONS

For purposes of the Agreement (including this Exhibit A):

Accounts Payable. "Accounts Payable" shall mean all invoices, bills, accounts payable or other trade payables due and owed to any third party arising prior to the Closing out of or in connection with developing, commercializing, manufacturing (or having manufactured), packaging, importing, marketing, distributing and/or selling the Purchased Assets by ReShape and any of its Affiliates prior to the Closing Date.

Accounts Receivable. "Accounts Receivable" shall mean all accounts receivable, notes receivable and other indebtedness due and owed by any third party to ReShape or any of its Affiliates arising or held in connection with the sale of the Purchased Assets prior to the Closing Date.

Acquisition Proposal. "Acquisition Proposal" shall mean, other than the Transactions and the transactions contemplated by the Merger Agreement, any transaction involving, directly or indirectly, the sale or other disposition of all or any material portion of the Purchased Assets (other than the sale of inventory in the Ordinary Course of Business).

Affiliate. "Affiliate" shall mean, with respect to any specified Person, any other Person which, directly or indirectly, controls, is under common control with, or is controlled by, such specified Person, through one or more intermediaries or otherwise. For purposes of this definition, the term "control" means the possession, direct or indirect, of the power to direct or cause the direction of the management or policies of a Person, whether through the ownership of voting securities, by contract or otherwise.

Agreement. "Agreement" shall mean the Asset Purchase Agreement to which this Exhibit A is attached (including the Disclosure Schedule), as it may be amended from time to time.

Books and Records. "Books and Records" shall mean all books, ledgers, files, reports, plans, records, manuals and other materials, including books of account, records, files, invoices, correspondence and memoranda, scientific records and files (including laboratory notebooks and invention disclosures), customer and supplier lists, data, specifications, operating history information and inventory records (in any form or medium) of, or maintained for, or relating to, the Purchased Assets but excluding all copies of all human resources files.

Business Day. Business Day means a day other than Saturday, Sunday or any other day on which commercial banks located in the State of California, U.S. are authorized or obligated by applicable Law to close.

Code. "Code" shall mean the Internal Revenue Code of 1986, as amended.

Consent. "Consent" shall mean any approval, consent, ratification, permission, waiver or authorization (including any Governmental Authorization).

Contract. "Contract" shall mean any written, oral, implied or other agreement, contract, lease, understanding, arrangement, instrument, note, guaranty, indemnity, representation, warranty, deed, assignment, power of attorney, certificate, purchase order, work order, insurance policy, benefit plan, commitment, covenant, assurance or undertaking of any nature.

Control. "Control" or "Controlled" shall mean with respect to any Know-How or any Intellectual Property, possession by a Person of the ability (whether by ownership, license, covenant not to sue or otherwise) to grant access to, to grant use of, or to grant a license or a sublicense or other right of or under such Know-How or Intellectual Property.

Copyrights. "Copyrights" shall mean copyrights and registrations and applications therefor, works of authorship, content (including website content) and mask work rights.

Disclosure Schedule. "Disclosure Schedule" shall mean the schedule (dated as of the date of the Agreement) delivered to Buyer on behalf of ReShape, a copy of which is attached to the Agreement and incorporated in the Agreement by reference. From time to time prior to the Closing, ReShape shall have the right (but not the obligation) to supplement or amend the Disclosure Schedules hereto with respect to any matter hereafter arising or of which it becomes aware after the date hereof (each a "Schedule Supplement"). If as a result of matters disclosed in such Schedule Supplement, Buyer has the right to, but does not elect to, terminate this Agreement within five (5) Business Days of its receipt of such Schedule Supplement, then Buyer shall be deemed to have irrevocably waived any right to terminate this Agreement with respect to such matter.

Encumbrance. "Encumbrance" shall mean any lien, pledge, hypothecation, charge, mortgage, security interest, encumbrance, equity, trust, equitable interest, claim, preference, right of possession, lease, tenancy, license, encroachment, covenant, infringement, interference, Order, proxy, option, right of first refusal, preemptive right, community property interest, legend, defect, impediment, exception, reservation, limitation, impairment, imperfection of title, condition or restriction of any nature (including any restriction on the transfer of any asset, any restriction on the receipt of any income derived from any asset, any restriction on the use of any asset and any restriction on the possession, exercise or transfer of any other attribute of ownership of any asset).

Entity. "Entity" shall mean any corporation (including any non-profit corporation), general partnership, limited partnership, limited liability partnership, joint venture, estate, trust, cooperative, foundation, society, political party, union, company (including any limited liability company or joint stock company), firm or other enterprise, association, organization or entity.

FDA. "FDA" shall mean the United States Food and Drug Administration, or any successor agency thereto having the administrative authority to regulate the marketing of human medical devices in the United States.

GAAP. "GAAP" shall mean United States generally accepted accounting principles applied on a consistent basis.

Governmental Authorization. "Governmental Authorization" shall mean any: (a) permit, license, certificate, franchise, concession, approval, consent, ratification, permission, clearance, confirmation, endorsement, waiver, certification, designation, rating, registration, qualification or authorization issued, granted, given or otherwise made available by or under the authority of any Governmental Body or pursuant to any applicable Law; or (b) right under any Contract with any Governmental Body.

Governmental Body. "Governmental Body" shall mean any: (a) nation, principality, state, commonwealth, province, territory, county, municipality, district or other jurisdiction of any nature; (b) federal, state, local, municipal, foreign or other government; (c) governmental or quasi-governmental authority of any nature (including any governmental division, subdivision, department, agency, bureau, branch, office, commission, council, board, instrumentality, officer, official, representative, organization, unit, body or Entity and any court or other tribunal); (d) multi-national organization or body; or (e)

individual, Entity or body exercising, or entitled to exercise, any executive, legislative, judicial, administrative, regulatory, police, military or taxing authority or power of any nature.

Intellectual Property. "Intellectual Property" shall mean and include all worldwide intellectual property rights including, without limitation, rights in and to the following: (a) Patents; (b) Marks; (c) Copyrights; (d) Know-How; (e) data exclusivity, databases and data collections; and (f) any similar, corresponding or equivalent rights to any of the foregoing.

Intervening Event. "Intervening Event" means, with respect to ReShape, any material event or development or material change in circumstances first occurring, arising or coming to the attention of the board of directors of such party after the date of this Agreement to the extent that such event, development or change in circumstances (i) was neither known by such party nor reasonably foreseeable by such party as of or prior to the date of this Agreement and (ii) does not relate to an Acquisition Proposal.

IRS. "IRS" shall mean the United States Internal Revenue Service.

Know-How. "Know-How" shall mean any information related to the research, manufacture, preparation, development or commercialization of a product or technology, including, without limitation, inventions (whether or not patentable), invention disclosures, procedures, processes, methods, algorithms and formulae, know-how, trade secrets, technology, information, knowledge, practices, formulas, instructions, skills, techniques, technical data, designs, drawings, computer programs, apparatus, results of experiments, test data, including pharmacological, toxicological and clinical data, analytical and quality control data, manufacturing data and descriptions, market data, devices, assays, chemical formulations, notes of experiments, specifications, compositions of matter, physical, chemical and biological materials and compounds, whether in intangible, tangible, written, electronic or other form.

Law. "Law" shall mean any federal, state, local, municipal, foreign or other law, statute, legislation, constitution, principle of common law, resolution, ordinance, code, edict, decree, proclamation, treaty, convention, rule, regulation, ruling, directive, pronouncement, requirement, specification, determination, decision, opinion or interpretation issued, enacted, adopted, passed, approved, promulgated, made, implemented or otherwise put into effect by or under the authority of any Governmental Body.

Liability. "Liability" shall mean any debt, obligation, duty or liability of any nature (including any unknown, undisclosed, unmatured, unaccrued, unasserted, contingent, indirect, conditional, implied, vicarious, derivative, joint, several or secondary liability), regardless of whether such debt, obligation, duty or liability would be required to be disclosed on a balance sheet prepared in accordance with generally accepted accounting principles and regardless of whether such debt, obligation, duty or liability is immediately due and payable.

Marks. "Marks" shall mean all United States and foreign trademarks, service marks, trade names, service names, brand names, trade dress rights, logos, Internet domain names and corporate names, together with the goodwill associated with any of the foregoing, and all applications, registrations and renewals thereof.

Material Adverse Effect. "Material Adverse Effect" means, with respect to ReShape, any change, effect, event, circumstance, occurrence, state of facts or development that has, or would reasonably be expected to have, individually or in the aggregate, a material adverse effect on (a) the business, assets, liabilities, financial condition or results of operations of ReShape and its Subsidiaries, taken as a whole, or (b) the ability of a party to consummate the transactions contemplated hereby, other than, in the case of clause (a), any change, effect, event, circumstance, occurrence, state of facts or development related to or resulting from (i) general business or economic conditions affecting the industry in which such party

operates, to the extent such change or effect does not disproportionately affect such party relative to other industry participants; (ii) any natural disaster, epidemic or pandemic (including COVID-19), or national or international political or social conditions, including the engagement by the United States in hostilities or the escalation thereof, whether or not pursuant to the declaration of a national emergency or war, or the occurrence or the escalation of any military or terrorist attack upon the United States, or any of its territories, possessions, or diplomatic or consular offices or upon any military installation, equipment or personnel of the United States, to the extent such change or effect does not disproportionately affect such party relative to other industry participants; (iii) financial, banking, or securities markets (including any disruption thereof and any decline in the price of any security or any market index), to the extent such change or effect does not disproportionately affect such party relative to other industry participants; (iv) changes in GAAP; (v) changes in Laws, rules, regulations, orders, or other binding directives issued by any Governmental Body; (vi) the taking of any action explicitly contemplated hereby or the other agreements contemplated hereby; (vii) the announcement of the transactions contemplated by this Agreement; (viii) any adverse change in or effect on the business of the party that is cured by or on behalf of the party before the earlier of the Closing Date and the date on which this Agreement is terminated pursuant to Article 7; or (ix) the failure, in and of itself, to meet internal or published projections, forecasts, budgets, or revenue, sales or earnings predictions for any period (but not the facts or circumstances underlying or contributing to any such failure).

Merger Agreement. "Merger Agreement" shall mean the Agreement and Plan of Merger, dated as of the date hereof, by and among ReShape, Vyome Therapeutics, Inc. ("Vyome") and a wholly-owned subsidiary of ReShape ("Merger Sub"), pursuant to which, among other things, Merger Sub will merge with and into Vyome, with Vyome surviving as a wholly-owned subsidiary of ReShape (the "Merger"), a copy of which has been made available to Buyer.

Order. "Order" shall mean any: (a) order, judgment, injunction, edict, decree, ruling, pronouncement, determination, decision, opinion, verdict, sentence, subpoena, writ or award issued, made, entered, rendered or otherwise put into effect by or under the authority of any court, administrative agency or other Governmental Body or any arbitrator or arbitration panel; or (b) Contract with any Governmental Body entered into in connection with any Proceeding.

Ordinary Course of Business. An action taken by or on behalf of a Party shall not be deemed to have been taken in the "Ordinary Course of Business" unless:

(a) such action is recurring in nature, is consistent with the past practices of such Party and is taken in the ordinary course of the normal day-to-day operations of such Party;

(b) such action is taken in accordance with sound and prudent business practices; and

(c) such action is not required to be authorized by the stockholders of such Party, the board of directors of such Party or any committee of the board of directors of such Party and does not require any other separate or special authorization of any nature.

Patents. "Patents" shall mean all United States and foreign patents and applications, including any and all divisionals, continuations and continuations-in-part of the patents and patent applications therefor and reissues, reexaminations, restorations (including supplemental protection certificates) and extensions thereof.

Person. "Person" shall mean any individual, Entity or Governmental Body.

Personal Data. "Personal Data" shall mean a natural person's name, street address, telephone number, e-mail address, photograph, social security number, driver's license number, passport number, or customer or account number, or any other piece of information that allows the identification of a natural person.

Pre-Closing Period. "Pre-Closing Period" shall mean the period from the date of this Agreement through the Closing Date.

Proceeding. "Proceeding" shall mean any action, suit, litigation, arbitration, proceeding (including any civil, criminal, administrative, investigative or appellate proceeding and any informal proceeding), prosecution, contest, hearing, inquiry, inquest, audit, examination or investigation commenced, brought, conducted or heard by or before, or otherwise involving, any Governmental Body or any arbitrator or arbitration panel.

Registered IP. "Registered IP" shall mean all IP that is registered, filed, or issued under the authority of any Governmental Body, including all Patents, registered Copyrights, registered mask works, and registered trademarks and all applications for any of the foregoing.

Regulatory Approval. "Regulatory Approval" shall means all licenses, consents, permits, certificates, filings, registrations, notifications, franchises, concessions, authorizations, approvals, ratifications, permission, clearance, confirmation, endorsement, waiver, designation, rating or qualification issued, granted, given or otherwise made available by or under the authority of any Governmental Body or under the applicable Laws of any Governmental Body, including the approval by the FDA or any equivalent agency or Governmental Body outside the United States of America.

Regulatory Materials. "Regulatory Materials" shall mean all Regulatory Approvals that are in the possession of or Controlled by, or held by or for a Party or any of its Affiliates as of the Closing Date and which relate to or are used in connection with the Purchased Assets and/or the Assumed Liabilities, including all U.S. and foreign regulatory applications, filings, submissions and approvals (including all PMAs and foreign counterparts thereof, and all Governmental Bodies) for the Purchased Assets, and all correspondence with the FDA and other Governmental Authorities relating to the Purchased Assets, whether generated, filed or held by or for such Party or its Affiliates.

Related Party. Each of the following shall be deemed to be a "Related Party": (a) each individual who is, or who has at any time been, an officer of a Party hereto; (b) each member of the family of each of the individuals referred to in clause "(a)" above; and (c) any Entity (other than such Party) in which any one of the individuals referred to in clauses "(a)" and "(b)" above holds or held (or in which more than one of such individuals collectively hold or held), beneficially or otherwise, a controlling interest or a material voting, proprietary or equity interest.

Representatives. "Representatives" shall mean, with respect to any Entity, the officers, directors, managers, employees, agents, attorneys, accountants, advisors, clinical investigators and representatives of such Entity, as applicable.

ReShape Business. "ReShape Business" shall mean the business operations and activities related to the development, manufacturing, marketing and selling of the ReShape Products.

ReShape Inventory. "ReShape Inventory" shall mean the finished goods inventory of the ReShape Product for sale in the United States owned or held for use by ReShape or any of its Affiliates on the Closing Date, including the finished goods inventory described on Schedule 1.1(a).

ReShape Intellectual Property. "ReShape Intellectual Property" shall mean the ReShape Patents, the ReShape Marks, and the ReShape Know-How.

ReShape Know-How. "ReShape Know-How" shall mean all Know-How primarily related to the ReShape Business.

ReShape Marks. "ReShape Marks" shall mean the Marks set forth on Schedule 1.1(c)(ii).

ReShape Patents. "ReShape Patents" shall mean the Patents set forth on Schedule 1.1(c)(i).

ReShape Products. "ReShape Products" shall mean all of the products and services developed (or under development), manufactured, marketed or sold by ReShape, including: (a) all of the existing and prior versions of the Lap-Band® system, including the Lap-Band 2.0 FLEX, (b) all of the existing and prior versions of the Obalon® intragastric balloon system, (c) the ReShape Calibration Tubes™, (d) the Diabetes Bloc-Stim Neuromodulation (DBSN™) device, which is under development and not FDA approved or commercially available, (e) the ReShape Vest™, which is under development and not FDA approved or commercially available, (f) the ReShapeCare virtual health coaching program, (g) the ReShape Marketplace online store, (h) the ReShape Optimize supplements, and (i) any accessories related to any of the foregoing.

ReShape Regulatory Information. "ReShape Regulatory Information" shall mean (a) all correspondence and submissions by and between ReShape or any ReShape Affiliate and FDA primarily related to the Purchased Assets or ReShape Governmental Authorizations, including any reports, filings, or notices submitted to FDA to support, maintain or obtain such ReShape Governmental Authorizations; and (b) any clinical or non-clinical data concerning the Purchased Assets, including records and data concerning clinical studies and all data contained in any correspondence or submission described in clause (a).

Superior Proposal. "Superior Proposal" shall mean, with respect to ReShape, any bona fide written Acquisition Proposal with respect to such party made by a third party to acquire, directly or indirectly, pursuant to a tender offer, exchange offer, merger, share exchange, consolidation or other business combination, (a) fifty percent (50%) or more of the assets of such party and its Subsidiaries, taken as a whole, or (b) fifty percent (50%) or more of the equity securities of such party, in each case on terms which the board of directors of such party determines in good faith (after consultation with such party's financial advisors and outside legal counsel, and taking into account all financial, legal and regulatory terms and conditions of the Acquisition Proposal and this Agreement, including any alternative transaction (including any modifications to the terms of this Agreement) proposed by any third party in response to such Superior Proposal, including any conditions to and expected timing of consummation, and any risks of non-consummation, of such Acquisition Proposal) to be more favorable to such party and its stockholders (in their capacity as stockholders) from a financial point of view as compared to the transactions contemplated by this Agreement and to any alternative transaction (including any modifications to the terms of this Agreement) proposed by any other party pursuant to Section 4.4.

Tax. "Tax" shall mean any federal, state, local, or non-U.S. tax (including any income, franchise, capital gains, estimated, gross receipts, value-added, surtax, excise, ad valorem, transfer, stamp, sales, use, property, business, occupation, inventory, occupancy, license, lease, withholding or payroll tax), and other taxes, levies, duties, fees, imposts, assessments and charges in the nature of a tax , whether disputed or not, together with any interest and any penalties, additions to tax or additional amounts with respect thereto.

Tax Return. "Tax Return" shall mean any written or electronic return, declaration, notice, report, statement, election, information statement and document filed or required to be filed with respect to Taxes, including any amendments thereof, and any schedules and attachments thereto.

Third Party. "Third Party" shall mean any Person other than the Parties hereto or any of their respective Affiliates.

Transactional Agreements. "Transactional Agreements" shall mean: (a) the Agreement; (b) the Bill of Sale; (c) the Assignment Documents; (d) the Closing Certificate, and (e) the FIRPTA Certificate.

Transactions. "Transactions" shall mean (a) the execution and delivery of the respective Transactional Agreements, and (b) all of the transactions contemplated by the respective Transactional Agreements, including: (i) the purchase and sale of the Purchased Assets in accordance with the Agreement; (ii) the assumption of the assumed liabilities pursuant to the Assumption Agreement; and (iii) the performance by the Parties hereto of their respective obligations under the Transactional Agreements, and the exercise by the Parties hereto of their respective rights under the Transactional Agreements.

Transfer Taxes. "Transfer Taxes" means any statutory, governmental, federal, state, national, local, municipal, and foreign, documentary, real estate transfer, mortgage recording, sales, use, stamp, duty, registration, value-added, gross receipts, excise, and other similar Taxes, and all conveyance fees, recording charges and other similar fees and charges (including any penalties and interest) incurred or that may be payable in connection with the sale or purchase of the Purchased Assets.

Exhibit 10.1

AGREEMENT TO AMEND SERIES C CONVERTIBLE PREFERRED STOCK

THIS AGREEMENT TO AMEND SERIES C CONVERTIBLE PREFERRED STOCK (this "**Agreement**"), dated as of July 8, 2024, is by and among ReShape Lifesciences Inc., a Delaware corporation (formerly known as Obalon Therapeutics, Inc.) (the "**Company**"), and the undersigned holders of Series C Convertible Preferred Stock of the Company (collectively, the "**Parties**").

RECITALS

WHEREAS, on June 15, 2021, the Company filed a Certificate of Designation of Preferences, Rights and Limitations of Series C Convertible Preferred Stock pursuant to Section 151 of the Delaware General Corporation Law (the "**Certificate of Designation**"), which provided for the issuance of 95,388 shares of Series C Convertible Preferred Stock (the "**Series C Preferred Stock**") by the Company to the holders thereof;

WHEREAS, under Section 4 of the Certificate of Designation, as long as any shares of Series C Preferred Stock are outstanding, the Company shall not, without the affirmative vote of the holders of a majority of the then outstanding shares of Series C Preferred Stock, alter or change adversely the powers, preferences or rights given to the Series C Preferred Stock or alter or amend the Certificate of Designation;

WHEREAS, Section 5(a) of the Certificate of Designation provides that, in the event of a Deemed Liquidation Event, the holders of Series C Preferred Stock would be entitled to be paid a liquidation preference of approximately $26.2 million in the aggregate;

WHEREAS, simultaneously with the execution of this Agreement, the Company has entered into an Agreement and Plan of Merger (the "**Merger Agreement**") with Vyome Therapeutics, Inc. (the "**Merger Party**") and Raider Lifesciences Inc., a wholly-owned subsidiary of the Company ("**Merger Sub**"), pursuant to which Merger Sub would merge with and into the Merger Party with the Merger Party surviving as a subsidiary of the Company (the "**Merger**") and, as consideration for the Merger, the Company would issue shares of common stock of the Company to the current stockholders of the Merger Party such that the current stockholders of the Merger Party would collectively own a majority of the outstanding capital stock of the Company immediately following the Merger, which, if completed, would constitute a Deemed Liquidation Event;

WHEREAS, simultaneously with the execution of this Agreement, the Company has also entered into an Asset Purchase Agreement with Ninjour Health International Ltd., an affiliate of Biorad Medisys Pvt. Ltd. (the "**Asset Purchase Party**") pursuant to which it would sell all or substantially all of its assets to the Asset Purchase Party immediately prior to the Merger (the "**Asset Sale**"), which, if completed, would constitute a Deemed Liquidation Event;

WHEREAS, the Company and the undersigned, representing the holders of a majority of the outstanding shares of Series C Convertible Preferred Stock, desire to amend the Certificate of Designation, subject to, contingent upon and effective immediately prior to the effective time of the Merger, to provide that the aggregate liquidation preference payable to the holders of Series C Stock would be equal to the greater of (a) $1,000,000, (b) 20% of the cash purchase price paid to the Company at the closing of the Asset Sale and (c) the excess of the actual Raider Net Cash (as defined in the Merger Agreement) at the closing of the Merger over the minimum Raider Net Cash required as a condition to the closing of the Merger as set forth in the Merger Agreement;

WHEREAS, capitalized terms used, but not defined herein, shall have the respective meanings given such terms in the Certificate of Designation; and

WHEREAS, the Parties have determined that it is in their mutual best interests to set forth their understanding and agreements with respect to the payment of any liquidation preference to the holders of Series C Preferred Stock as set forth herein.

AGREEMENTS

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, and intending to be legally bound hereby, the Parties agree as follows:

1. Subject to, contingent upon and effective immediately prior to the effective time of the Merger, the Company will file an Amended and Restated Certificate of Designation of Preferences, Rights and Limitations of Series C Convertible Preferred Stock pursuant to Section 151 of the Delaware General Corporation Law in the form attached hereto as **Exhibit A**, which will provide for an aggregate liquidation preference payable to the holders of Series C Preferred Stock equal to the greater of (a) $1,000,000, (b) 20% of the cash purchase price paid, if any, to the Company at the closing of the Asset Sale, and (c) the excess of the actual Raider Net Cash at the closing of the Merger over the minimum Raider Net Cash required as a condition to the closing of the Merger as set forth in the Merger Agreement (the "**Liquidation Preference**").

2. At the effective time of the Merger, the Series C Preferred Stock shall automatically terminate and, except for the right to receive the Liquidation Preference as set forth in Section 1 of this Agreement, all rights, preferences and obligations under the Certificate of Designation, as amended and restated, shall no longer be of any force or effect and such shares shall resume the status of authorized but unissued shares of preferred stock and shall no longer be designated as Series C Preferred Stock.

3. By virtue of the adoption of this Agreement, each holder of Series C Preferred Stock shall be deemed to have agreed to appoint HealthCor Partners Fund II, L.P. (the "**Series C Stockholder Representative**") to act as its agent and attorney-in-fact for and on behalf of the holders of Series C Preferred Stock to give and receive notices and communications under this Agreement, to receive the aggregate Liquidation Preference from the Company and distribute to the holders of Series C Preferred Stock their pro rata portion of the Liquidation Preference, and to take all other actions that are either necessary or appropriate in the judgment of the Series C Stockholder Representative for the accomplishment of the foregoing or specifically mandated by the terms of this Agreement. If any holder of Series C Preferred Stock is not responsive to the Series C Stockholder Representative's requests for payment instructions for at least six (6) months after the effective time of the Merger, then the holders of Series C Preferred Stock agree that the Series C Stockholder Representative may distribute any unclaimed portion of the Liquidation Preference pro rata among the other holders of Series C Preferred Stock. The Series C Stockholder Representative shall not be liable for any act done or omitted hereunder as Series C Stockholder Representative while acting in good faith and in the exercise of reasonable judgment. The holders of Series C Preferred Stock shall indemnify the Series C Stockholder Representative and hold the Series C Stockholder Representative harmless against any and all losses arising out of or in connection with the acceptance or administration of the Series C Stockholder Representative's duties hereunder, including the reasonable fees and expenses of any legal counsel retained by the Series C Stockholder Representative. A decision, act, consent or instruction of the Series C Stockholder Representative shall constitute a decision of the holders of Series C Preferred Stock and shall be final, conclusive and binding upon the holders of Series C Preferred Stock; and the Company may rely upon any such decision, act, consent or instruction of the Series C Stockholder Representative as being the decision, act, consent or instruction of the holders of Series C Preferred Stock. The Company is hereby relieved from any liability to any person for any acts done by it in accordance with such decision, act, consent or instruction of the Series C Stockholder Representative.

4. The Company hereby agrees to comply with the covenants set forth in Section 5.02 of the Merger Agreement and will not take any action that would require the consent of the Merger Party under such section without the prior written consent of the Series C Stockholder Representative.

5. This Agreement constitutes the entire understanding and full and final expression of the Parties' agreement with respect to the Liquidation Preference and supersedes any and all prior discussions, negotiations and/or agreements with respect to the Liquidation Preference.

6. No Party has made, and no Party is relying on, any promises or representations with respect to the subject matter of this Agreement, except as expressly set forth herein.

7. All questions concerning the construction, validity, enforcement and interpretation of this Agreement shall be governed by the internal law of the State of Delaware without giving effect to any choice of law or conflict of law provision or rule (whether of the State of Delaware or any other jurisdictions) that would cause the application of the laws of any jurisdictions other than the State of Delaware. Each of the Parties submits to the exclusive jurisdiction of any federal court sitting in Delaware, in any action or proceeding arising out of or relating to this Agreement or the transactions contemplated herein and agrees that all claims in respect of such action or proceeding may be heard and determined in any such court. Each of the Parties waives any defense of inconvenient forum to the maintenance of any action or proceeding so brought and waives any bond, surety or other security that might be required of any other Party with respect thereto.

8. This Agreement may be executed in one or more counterparts (including by means of electronic signature pages), all of which taken together shall constitute one and the same instrument. The persons signing this Agreement are authorized to sign this Agreement and bind their respective principals.

9. This Agreement has been entered into by the Parties after an opportunity to consult with counsel. Each of the Parties has carefully read this Agreement, knows and understands the contents hereof, and each executes this Agreement of its or his own free will and without duress.

10. This Agreement may be amended, and any provision of this Agreement may be waived, in a writing executed by the Company and the holders of a majority of the outstanding shares of Series C Preferred Stock. No course of dealing between or among any Persons having any interest in this Agreement shall be deemed effective to modify, amend or discharge any part of this Agreement or any rights or obligations of any Person under or by reason of this Agreement. No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provisions, whether or not similar, nor shall any waiver constitute a continuing waiver.

* * * * *

IN WITNESS WHEREOF, the Parties have executed this Agreement to Amend Series C Preferred Stock as of the date first written above.

COMPANY:

RESHAPE LIFESCIENCES INC.

By: _____
Name: Paul F. Hickey
Title: President and Chief Executive Officer

IN WITNESS WHEREOF, the Parties have executed this Agreement to Amend Series C Preferred Stock as of the date first written above.

HOLDERS OF SERIES C PREFERRED STOCK:

_____
(Name of Entity)

By: _____
Name: _____
Title: _____

EXHIBIT A

AMENDED AND RESTATED CERTIFICATE OF DESIGNATION

RESHAPE LIFESCIENCES INC.

AMENDED AND RESTATED
CERTIFICATE OF DESIGNATION OF PREFERENCES,
RIGHTS AND LIMITATIONS
OF
SERIES C CONVERTIBLE PREFERRED STOCK

PURSUANT TO SECTION 151 OF THE
DELAWARE GENERAL CORPORATION LAW

[·], 2024

The undersigned does hereby certify that:

1. He is the President and Chief Executive Officer of ReShape Lifesciences Inc., a Delaware corporation (the "Corporation").

2. The Corporation is authorized to issue 10,000,000 shares of preferred stock, par value $0.001 per share, of which 95,388 shares have been designated as Series C Convertible Preferred Stock, all of which have been issued.

3. The Certificate of Designation of Preferences, Rights and Limitations of Series C Convertible Preferred Stock of the Corporation filed on June 15, 2021 with the Secretary of State of the State of Delaware is hereby amended and restated in its entirety as set forth herein (the "Amended and Restated Series C Certificate of Designation").

4. This Amended and Restated Series C Certificate of Designation was duly adopted in accordance with the provisions of Section 228 and 242 of the Delaware General Corporation Law.

5. The following resolutions were duly adopted by the board of directors of the Corporation (the "Board of Directors"):

WHEREAS, the certificate of incorporation of the Corporation provides for a class of its authorized stock known as preferred stock, consisting of 10,000,000 shares, $0.001 par value per share, issuable from time to time in one or more series;

WHEREAS, the Board of Directors is authorized, subject to any limitations prescribed by the law of the State of Delaware, to establish from time to time the number of shares to be included in each such series, to fix the designation, vesting, powers, preferences and relative, participating, optional or other rights, if any, of the shares of each such series and any qualifications, limitations or restrictions thereof; and

WHEREAS, it is the desire of the Board of Directors, pursuant to its authority as aforesaid, to fix the rights, preferences, restrictions and other matters relating to a series of the preferred stock, which shall consist of 95,388 shares of the preferred stock which the Corporation has the authority to issue, as follows:

NOW, THEREFORE, BE IT RESOLVED, that the Board of Directors does hereby provide for the issuance of a series of preferred stock for cash or exchange of other securities, rights or property and does hereby fix and determine the rights, preferences, restrictions and other matters relating to such series of preferred stock as follows:

TERMS OF PREFERRED STOCK

Section 1. Definitions. For the purposes hereof, the following terms shall have the following meanings:

"Affiliate" means any Person that, directly or indirectly through one or more intermediaries, controls or is controlled by or is under common control with a Person, as such terms are used in and construed under Rule 405 of the Securities Act of 1933, as amended.

"Business Day" means any day except any Saturday, any Sunday, any day which is a federal legal holiday in the United States or any day on which banking institutions in the State of California are authorized or required by law or other governmental action to close.

"Common Stock" means the Corporation's common stock, par value $0.001 per share, and stock of any other class of securities into which such securities may hereafter be reclassified or changed.

"Common Stock Equivalents" means any securities of the Corporation or any of its subsidiaries which would entitle the holder thereof to acquire at any time Common Stock, including, without limitation, any debt, preferred stock, rights, options, warrants or other instrument that is at any time convertible into or exercisable or exchangeable for, or otherwise entitles the holder thereof to receive, Common Stock.

"Conversion Shares" means, collectively, the shares of Common Stock issuable upon conversion of the shares of Series C Preferred Stock in accordance with the terms hereof.

"Holder" means a holder of shares of Series C Preferred Stock.

"Merger Agreement" means the Agreement and Plan of Merger, dated as of [·], 2024, by and among the Corporation, Vyome Therapeutics, Inc., and Raider Lifesciences Inc., a wholly-owned subsidiary of the Corporation.

"Person" means an individual or corporation, partnership, trust, incorporated or unincorporated association, joint venture, limited liability company, joint stock company, government (or an agency or subdivision thereof) or other entity of any kind.

"Trading Day" means a day on which the principal Trading Market is open for business.

"Trading Market" means any of the following markets or exchanges on which the Common Stock is listed or quoted for trading on the date in question: the NYSE American, the Nasdaq Capital Market, the Nasdaq Global Market, the Nasdaq Global Select Market, or the New York Stock Exchange (or any successors to any of the foregoing).

Section 2. Designation, Amount and Par Value. The series of preferred stock shall be designated as the Corporation's Series C Convertible Preferred Stock (the "Series C Preferred Stock") and the number of shares so designated shall be 95,388. Each share of Series C Preferred Stock shall have a par value of $0.001 per share. The shares of Series C Preferred Stock shall initially be issued and maintained in the form of securities held in book-entry form.

Section 3. Dividends. Except for stock dividends or distributions for which adjustments are to be made pursuant to Section 7, Holders shall be entitled to receive, and the Corporation shall pay, dividends on shares of Series C Preferred Stock equal (on an as-if-converted-to-Common-Stock basis) to and in the same form as dividends actually paid on shares of the Common Stock when, as and if such

dividends are paid on shares of the Common Stock. No other dividends shall be paid on shares of Series C Preferred Stock.

Section 4. Voting Rights. Except as otherwise provided herein or as otherwise required by law, the Series C Preferred Stock shall have no voting rights. However, as long as any shares of Series C Preferred Stock are outstanding, the Corporation shall not, without the affirmative vote of the Holders of a majority of the then outstanding shares of the Series C Preferred Stock, (a) alter or change adversely the powers, preferences or rights given to the Series C Preferred Stock (including by the designation, authorization, or issuance of any shares of preferred stock of the Corporation that purports to be pari passu with, or senior in rights or preferences to, the Series C Preferred Stock), (b) alter or amend this Certificate of Designation, (c) amend its certificate of incorporation or other charter documents in any manner that adversely affects any rights of the Holders, (d) increase the number of authorized shares of Series C Preferred Stock, (e) except for stock dividends or distributions for which adjustments are to be made pursuant to Section 7, pay dividends on any shares of capital stock of the Corporation or (f) enter into any agreement with respect to any of the foregoing, in each case by amendment, merger, consolidation or otherwise, and any action taken without such vote shall be null and void *ab initio* and of no force or effect. Holders of shares of Series C Preferred Stock shall be entitled to vote for the election of directors of the Corporation, voting on an as-converted-to-Common-Stock basis and voting together as a single class with the holders of shares of Common Stock. Holders of shares of Common Stock acquired upon the conversion of shares of Series C Preferred Stock shall be entitled to the same voting rights as each other holder of Common Stock.

Section 5. Liquidation, Dissolution or Winding Up; Certain Mergers, Consolidations and Asset Sales.

(a) Preferential Payments to Holders of Series C Preferred Stock. In the event of any voluntary or involuntary liquidation, dissolution or winding up of the Corporation or Deemed Liquidation Event, the holders of shares of Series C Preferred Stock then outstanding shall be entitled to be paid out of the assets of the Corporation available for distribution to its stockholders, after and subject to the payment in full of all amounts required to be distributed to the holders of any other shares of the Company outstanding as of the date hereof ranking on liquidation prior and in preference to the Series C Preferred Stock upon such voluntary or involuntary liquidation, dissolution or winding up of the Corporation or Deemed Liquidation Event (such shares being referred to hereinafter as "Senior Preferred Shares"), but before any payment shall be made to the holders of Common Stock or of any other series of preferred stock ("Junior Shares"), an amount per share equal to $10.4835[1] (the "Liquidation Preference"). If upon any such liquidation, dissolution or winding up of the Corporation or Deemed Liquidation Event, the assets of the Corporation available for distribution to its stockholders shall be insufficient to pay the holders of shares of Series C Preferred Stock the full amount to which they shall be entitled under this Section 5(a), the holders of shares of Series C Preferred Stock shall share ratably in any distribution of the assets available for distribution in proportion to the respective amounts which would otherwise be payable in respect of the shares held by them upon such distribution if all amounts payable on or with respect to such shares were paid in full. At the effective time of the merger contemplated by the Merger Agreement, the Series C Preferred Stock shall automatically terminate and, except for the right to receive the Liquidation Preference, all rights, preferences and

[1] This amount is based on an assumed $1 million liquidation preference (95,388 shares x $10.4835 = $1,000,000.10). If the Liquidation Preference is greater than $1 million, as set forth in Section 1 of the Agreement to Amend Series C Preferred Stock, then this amount will be increased to be equal to an aggregate amount equal to such greater Liquidation Preference amount.

obligations under this Certificate of Designation shall no longer be of any force or effect and such shares shall resume the status of authorized but unissued shares of preferred stock and shall no longer be designated as Series C Preferred Stock.

(b) Payments to Holders of Common Stock and Other Series of Preferred Stock. In the event of any voluntary or involuntary liquidation, dissolution or winding up of the Corporation or Deemed Liquidation Event, after the payment of all preferential amounts required to be paid to the holders of shares of Series C Preferred Stock and any Senior Preferred Shares, the remaining assets of the Corporation available for distribution to its stockholders shall be distributed among the holders of shares of Common Stock and any other Junior Shares, in accordance with their respective rights and preferences as set forth in the certificate of incorporation of the Corporation and any applicable designations of any series of preferred stock of the Corporation.

(c) Deemed Liquidation Events.

(i) Definition. Each of the following events shall be considered a "Deemed Liquidation Event" unless the holders of at least a majority of the outstanding shares of Series C Preferred Stock elect otherwise by written notice sent to the Corporation at least ten (10) days prior to the effective date of any such event:

(1) a merger or consolidation in which

a. the Corporation is a constituent party or

b. a subsidiary of the Corporation is a constituent party and the Corporation issues shares of its capital stock pursuant to such merger or consolidation,

except any such merger or consolidation involving the Corporation or a subsidiary in which the shares of capital stock of the Corporation outstanding immediately prior to such merger or consolidation continue to represent, or are converted into or exchanged for shares of capital stock that represent, immediately following such merger or consolidation, at least a majority, by voting power, of the capital stock of (1) the surviving or resulting corporation; or (2) if the surviving or resulting corporation is a wholly owned subsidiary of another corporation immediately following such merger or consolidation, the parent corporation of such surviving or resulting corporation; or

(2) the sale, lease, transfer, exclusive license or other disposition, in a single transaction or series of related transactions, by the Corporation or any subsidiary of the Corporation of all or substantially all the assets of the Corporation and its subsidiaries taken as a whole, or the sale or disposition (whether by merger, consolidation or otherwise) of one or more subsidiaries of the Corporation if substantially all of the assets of the Corporation and its subsidiaries taken as a whole are held by such subsidiary or subsidiaries, except where such sale, lease, transfer, exclusive license or other disposition is to a wholly owned subsidiary of the Corporation.

(ii) Amount Deemed Paid or Distributed. The amount deemed paid or distributed to the holders of capital stock of the Corporation upon any such merger, consolidation, sale, transfer, exclusive license, other disposition or redemption shall be the cash or the value of the property, rights or securities paid or distributed to such holders by the Corporation or the acquiring person, firm or other entity. The value of such property,

rights or securities shall be determined in good faith by the Board of Directors of the Corporation.

(iii) Allocation of Escrow and Contingent Consideration. In the event of a Deemed Liquidation Event, if any portion of the consideration payable by the acquiror is payable only upon satisfaction of contingencies (the "Additional Consideration"), the acquisition agreement for such transaction shall provide that (i) the portion of such consideration that is not Additional Consideration (such portion, the "Initial Consideration") shall be allocated among the holders of capital stock of the Corporation in accordance with Subsections 5(a) and 5(b) as if the Initial Consideration were the only consideration payable in connection with such Deemed Liquidation Event; and (ii) any Additional Consideration which becomes payable to the stockholders of the Corporation upon satisfaction of such contingencies shall be allocated among the holders of capital stock of the Corporation in accordance with Subsections 5(a) and 5(b) after taking into account the previous payment of the Initial Consideration as part of the same transaction. For the purposes of this Subsection 5(c)(iii), consideration placed into escrow or retained as holdback to be available for satisfaction of indemnification or similar obligations in connection with such Deemed Liquidation Event shall be deemed to be Additional Consideration.

Section 6. Conversion.

(a) Conversion Ratio. Each share of Series C Preferred Stock shall be convertible without the payment of additional consideration by the Holder thereof into 0.0000078 shares of fully paid and non-assessable shares of Common Stock, subject to the terms and conditions set forth in this Section 6.

(b) Optional Conversion. Each share of outstanding Series C Preferred Stock shall be convertible, at the option of the Holder thereof, at any time and from time to time, and without the payment of additional consideration by the Holder thereof, into 0.0000078 shares of fully paid and non-assessable shares of Common Stock.

(c) Limitations on Conversion.

(i) Notwithstanding anything to the contrary contained herein, including Section 6(b) hereof, in no event will any shares of Series C Preferred Stock be convertible into shares of Common Stock to the extent that the number of shares of Common Stock to be issued in connection with such conversion, together with all shares of Common Stock previously issued to the Holders, exceeds 49.0% of the voting power the Corporation's then outstanding securities.

(ii) Immediately following any conversion, the rights of the Holders of converted Series C Preferred Stock shall cease and the persons entitled to receive Common Stock upon the conversion of Series C Preferred Stock shall be treated for all purposes as having become the owners of such Common Stock. Shares of Series C Preferred Stock converted into Common Stock or redeemed in accordance with the terms hereof shall be canceled and shall not be reissued.

(d) Mechanics of Conversion.

(i) Notice of Conversion. In order for a Holder to voluntarily convert shares of Series C Preferred Stock into shares of Common Stock pursuant to Section 6(b), such Holder shall (1) provide written notice at the Corporation's registered office or principal place of business, or to the Corporation's transfer agent at the office of the transfer agent for the Series C Preferred Stock, that such Holder elects to convert all or any number of such Holder's shares of Series C Preferred Stock and, if applicable, any time or event on which such conversion is contingent and (2) if such Holder's shares are certificated, surrender the certificate or certificates for such shares of Series C Preferred Stock (or, if such registered Holder alleges that such certificate has been lost, stolen or destroyed, a lost certificate affidavit and agreement reasonably acceptable to the Corporation to indemnify the Corporation against any claim that may be made against the Corporation on account of the alleged loss, theft or destruction of such certificate), at the office of the transfer agent for the Series C Preferred Stock. Such notice shall state such Holder's name or the names of the nominees in which such Holder wishes the shares of Common Stock to be issued. If required by the Corporation, any certificates surrendered for conversion shall be endorsed or accompanied by a written instrument or instruments of transfer, in form satisfactory to the Corporation, duly executed by the registered Holder or his, her or its attorney duly authorized in writing. The close of business on the date of receipt by the Corporation or the transfer agent of such notice and, if applicable, certificates (or lost certificate affidavit and agreement) or, if such notice specifies that conversion is contingent upon a future time or the happening of a future event, the occurrence of such time or event, shall be the time of conversion (each such time or event, a "Conversion Date"), and the shares of Common Stock issuable upon conversion of the specified shares shall be deemed to be outstanding of record as of such date.

(ii) Delivery of Conversion Shares Upon Conversion. Not later than the earlier of (i) two (2) Trading Days and (ii) the number of Trading Days comprising the Standard Settlement Period (as defined below) after each Conversion Date (the "Share Delivery Date"), the Corporation shall deliver, or cause to be delivered, to the converting Holder (A) certificates representing the number of Conversion Shares being acquired upon the conversion of the Series C Preferred Stock, which Conversion Shares shall be free of restrictive legends and trading restrictions and (B) a bank check in the amount of accrued and unpaid dividends, if any. The Corporation shall use its best efforts to deliver evidence of the Conversion Shares required to be delivered by the Corporation under this Section 6 on a book-entry basis, electronically through the Depository Trust Company or another established clearing corporation performing similar functions, or by mailing certificates evidencing the shares to the converting Holder or the nominees in which such Holder wishes the shares of Common Stock to be issued, at the request of such person. As used herein, "Standard Settlement Period" means the standard settlement period, expressed in a number of Trading Days, on the Corporation's primary Trading Market with respect to the Common Stock as in effect on the Conversion Date.

(iii) Reservation of Shares Issuable Upon Conversion. The Corporation covenants that it will at all times reserve and keep available out of its authorized and unissued shares of Common Stock for the sole purpose of issuance upon conversion of the Series C Preferred Stock as herein provided, free from preemptive rights or any other actual contingent purchase rights of Persons other than the Holder (and the other Holders of the Series C Preferred Stock), not less than such aggregate number of shares of the Common Stock as shall be issuable (taking into account the adjustments and restrictions of Section 7) upon the conversion of the then outstanding shares of Series C Preferred Stock. The

Corporation covenants that all shares of Common Stock that shall be so issuable shall, upon issue, be duly authorized, validly issued, fully paid and nonassessable.

(iv) Fractional Shares. No fractional shares or scrip representing fractional shares of Common Stock shall be issued upon the conversion of the Series C Preferred Stock. As to any fraction of a share which the Holder would otherwise be entitled to purchase upon such conversion, the Corporation shall round up to the next whole share.

(v) Transfer Taxes and Expenses. The issuance of Conversion Shares on conversion of this Series C Preferred Stock shall be made without charge to any Holder for any documentary stamp or similar taxes that may be payable in respect of the issue or delivery of such Conversion Shares. The Corporation shall pay all transfer agent fees required for same-day processing and all fees to the Depository Trust Company (or another established clearing corporation performing similar functions) required for same-day electronic delivery of the Conversion Shares.

Section 7. Certain Adjustments.

(a) Stock Dividends and Stock Splits. If the Corporation, at any time while this Series C Preferred Stock is outstanding: (i) pays a stock dividend or otherwise makes a distribution or distributions payable in shares of Common Stock on shares of Common Stock or any other Common Stock Equivalents (which, for avoidance of doubt, shall not include any shares of Common Stock issued by the Corporation upon conversion of, or payment of a dividend on, this Series C Preferred Stock), (ii) subdivides outstanding shares of Common Stock into a larger number of shares, (iii) combines (including by way of a reverse stock split) outstanding shares of Common Stock into a smaller number of shares, or (iv) issues, in the event of a reclassification of shares of the Common Stock, any shares of capital stock of the Corporation, then the number of shares of Common Stock issuable upon conversion of the Series C Preferred Stock shall be appropriately adjusted in order to avoid enlargement or dilution of the rights of the shares of Series C Preferred Stock. Any adjustment made pursuant to this Section 7(a) shall become effective immediately after the record date for the determination of stockholders entitled to receive such dividend or distribution and shall become effective immediately after the effective date in the case of a subdivision, combination or reclassification.

(b) Subsequent Rights Offerings. In addition to any adjustments pursuant to Section 7(a) above, if at any time the Corporation grants, issues or sells any Common Stock Equivalents or rights to purchase stock, warrants, securities or other property pro rata to the record holders of any class of shares of Common Stock (the "Purchase Rights"), then the Holder will be entitled to acquire, upon the terms applicable to such Purchase Rights, the aggregate Purchase Rights which the Holder could have acquired if the Holder had held the number of shares of Common Stock acquirable upon complete conversion of such Holder's Series C Preferred Stock (without regard to any limitations on exercise hereof) immediately before the date on which a record is taken for the grant, issuance or sale of such Purchase Rights, or, if no such record is taken, the date as of which the record holders of shares of Common Stock are to be determined for the grant, issue or sale of such Purchase Rights.

(c) Pro Rata Distributions. During such time as this Series C Preferred Stock is outstanding, if the Corporation declares or makes any dividend or other distribution of its assets (or rights to acquire its assets) to holders of shares of Common Stock, by way of return of capital or otherwise (including, without limitation, any distribution of cash, stock or other securities, property or options by way of a dividend, spin off, reclassification, corporate rearrangement, scheme of

arrangement or other similar transaction) (a "Distribution"), at any time after the issuance of this Series C Preferred Stock, then, in each such case, the Holder shall be entitled to participate in such Distribution to the same extent that the Holder would have participated therein if the Holder had held the number of shares of Common Stock acquirable upon complete conversion of this Series C Preferred Stock (without regard to any limitations on conversion hereof) immediately before the date of which a record is taken for such Distribution, or, if no such record is taken, the date as of which the record holders of shares of Common Stock are to be determined for the participation in such Distribution.

(d) Fundamental Transaction. If, at any time while this Series C Preferred Stock is outstanding, (i) the Corporation, directly or indirectly, in one or more related transactions effects any merger or consolidation of the Corporation with or into another Person, (ii) the Corporation, directly or indirectly, effects any sale, lease, license, assignment, transfer, conveyance or other disposition of all or substantially all of its assets in one or a series of related transactions, (iii) any direct or indirect purchase offer, tender offer or exchange offer (whether by the Corporation or another Person) is completed pursuant to which holders of Common Stock are permitted to sell, tender or exchange their shares for other securities, cash or property and has been accepted by the holders of 50% or more of the outstanding Common Stock, (iv) the Corporation, directly or indirectly, in one or more related transactions effects any reclassification, reorganization or recapitalization of the Common Stock or any compulsory share exchange pursuant to which the Common Stock is effectively converted into or exchanged for other securities, cash or property, or (v) the Corporation, directly or indirectly, in one or more related transactions consummates a stock or share purchase agreement or other business combination (including, without limitation, a reorganization, recapitalization, spin-off or scheme of arrangement) with another Person whereby such other Person acquires more than 50% of the outstanding shares of Common Stock (not including any shares of Common Stock held by the other Person or other Persons making or party to, or associated or affiliated with the other Persons making or party to, such stock or share purchase agreement or other business combination) (each a "Fundamental Transaction"), then, upon any subsequent conversion of this Series C Preferred Stock, the Holder shall have the right to receive, for each Conversion Share that would have been issuable upon such conversion immediately prior to the occurrence of such Fundamental Transaction, the number of shares of Common Stock of the successor or acquiring corporation or of the Corporation, if it is the surviving corporation, and any additional consideration (the "Alternate Consideration") receivable as a result of such Fundamental Transaction by a holder of the number of shares of Common Stock for which this Series C Preferred Stock is convertible immediately prior to such Fundamental Transaction. If holders of Common Stock are given any choice as to the securities, cash or property to be received in a Fundamental Transaction, then the Holder shall be given the same choice as to the Alternate Consideration it receives upon any conversion of this Series C Preferred Stock following such Fundamental Transaction. To the extent necessary to effectuate the foregoing provisions, any successor to the Corporation or surviving entity in such Fundamental Transaction shall file a new Certificate of Designation with the same terms and conditions and issue to the Holders new preferred stock consistent with the foregoing provisions and evidencing the Holders' right to convert such preferred stock into Alternate Consideration. The Corporation shall cause any successor entity in a Fundamental Transaction in which the Corporation is not the survivor (the "Successor Entity") to assume in writing all of the obligations of the Corporation under this Certificate of Designation in accordance with the provisions of this Section 7(d) pursuant to written agreements in form and substance reasonably satisfactory to the Holder and approved by the Holder (without unreasonable delay) prior to such Fundamental Transaction and shall, at the option of the holder of this Series C Preferred Stock, deliver to the Holder in exchange for this Series C Preferred Stock a security of the Successor Entity evidenced by a written instrument substantially similar in form and substance to this Series C Preferred Stock which is convertible for a corresponding number of shares of capital

stock of such Successor Entity (or its parent entity) equivalent to the shares of Common Stock acquirable and receivable upon conversion of this Series C Preferred Stock (without regard to any limitations on the conversion of this Series C Preferred Stock) prior to such Fundamental Transaction, and with a conversion price which applies the conversion price hereunder to such shares of capital stock (but taking into account the relative value of the shares of Common Stock pursuant to such Fundamental Transaction and the value of such shares of capital stock, such number of shares of capital stock and such conversion price being for the purpose of protecting the economic value of this Series C Preferred Stock immediately prior to the consummation of such Fundamental Transaction), and which is reasonably satisfactory in form and substance to the Holder. Upon the occurrence of any such Fundamental Transaction, the Successor Entity shall succeed to, and be substituted for (so that from and after the date of such Fundamental Transaction, the provisions of this Certificate of Designation referring to the "Corporation" shall refer instead to the Successor Entity), and may exercise every right and power of the Corporation and shall assume all of the obligations of the Corporation under this Certificate of Designation with the same effect as if such Successor Entity had been named as the Corporation herein.

(e) Calculations. All calculations under this Section 7 shall be made to the nearest cent or the nearest 1/100th of a share, as the case may be. For purposes of this Section 7, the number of shares of Common Stock deemed to be issued and outstanding as of a given date shall be the sum of the number of shares of Common Stock (excluding any treasury shares of the Corporation) issued and outstanding.

Section 8. Miscellaneous.

(a) Notices. Any and all notices or other communications or deliveries to be provided by the Holders hereunder shall be in writing and delivered personally, by e-mail, or sent by a nationally recognized overnight courier service, addressed to the Corporation, at the following address: 18 Technology Drive, Suite 110, Irvine, California 92618, Attention: Chief Executive Officer, email: phickey@reshapelifesci.com or such other e-mail address or address as the Corporation may specify for such purposes by notice to the Holders delivered in accordance with this Section 8. Any and all notices or other communications or deliveries to be provided by the Corporation hereunder shall be in writing and delivered personally, by facsimile, by email, or sent by a nationally recognized overnight courier service addressed to each Holder at the facsimile number or address of such Holder appearing on the books of the Corporation. Any notice or other communication or deliveries hereunder shall be deemed given and effective on the earliest of (i) the date of transmission, if such notice or communication is delivered via facsimile at the facsimile number or email at the email address set forth in this Section prior to 5:00 p.m. (Pacific time) on any date, (ii) the next Trading Day after the date of transmission, if such notice or communication is delivered via facsimile at the facsimile number or email at the email address set forth in this Section on a day that is not a Trading Day or later than 5:00 p.m. (Pacific time) on any Trading Day, (iii) the second Trading Day following the date of mailing, if sent by U.S. nationally recognized overnight courier service, or (iv) upon actual receipt by the party to whom such notice is required to be given.

(b) Lost or Mutilated Preferred Stock Certificate. If a Holder's Series C Preferred Stock certificate shall be mutilated, lost, stolen or destroyed, the Corporation shall execute and deliver, in exchange and substitution for and upon cancellation of a mutilated certificate, or in lieu of or in substitution for a lost, stolen or destroyed certificate, a new certificate for the shares of Series C Preferred Stock so mutilated, lost, stolen or destroyed, but only upon receipt of evidence of such loss, theft or destruction of such certificate, and of the ownership hereof reasonably satisfactory to the Corporation.

(c) Governing Law. All questions concerning the construction, validity, enforcement and interpretation of this Certificate of Designation shall be governed by and construed and enforced in accordance with the internal laws of the State of Delaware, without regard to the principles of conflict of laws thereof. To the fullest extent permitted by applicable law, all legal proceedings concerning the interpretation, enforcement and defense of the transactions contemplated by this Certificate of Designation (whether brought against a Holder, the Corporation or their respective Affiliates, directors, officers, shareholders, employees or agents) shall be commenced in the state and federal courts sitting in the State of Delaware (the "Delaware Courts"). Each Holder and the Corporation hereby irrevocably submits to the exclusive jurisdiction of the Delaware Courts for the adjudication of any dispute hereunder or in connection herewith or with any transaction contemplated hereby or discussed herein, and hereby irrevocably waives, and agrees not to assert in any suit, action or proceeding, any claim that it is not personally subject to the jurisdiction of such Delaware Courts, or such Delaware Courts are improper or inconvenient venue for such proceeding. Each Holder and the Corporation hereby irrevocably waives personal service of process and consents to process being served in any such suit, action or proceeding by mailing a copy thereof via registered or certified mail or overnight delivery (with evidence of delivery) to such party at the address in effect for notices to it under this Certificate of Designation and agrees that such service shall constitute good and sufficient service of process and notice thereof. Nothing contained herein shall be deemed to limit in any way any right to serve process in any other manner permitted by applicable law. Each Holder and the Corporation hereby irrevocably waives, to the fullest extent permitted by applicable law, any and all right to trial by jury in any legal proceeding arising out of or relating to this Certificate of Designation or the transactions contemplated hereby.

(d) Waiver. Any waiver by the Corporation or a Holder of a breach of any provision of this Certificate of Designation shall not operate as or be construed to be a waiver of any other breach of such provision or of any breach of any other provision of this Certificate of Designation or a waiver by any other Holders. The failure of the Corporation or a Holder to insist upon strict adherence to any term of this Certificate of Designation on one or more occasions shall not be considered a waiver or deprive that party (or any other Holder) of the right thereafter to insist upon strict adherence to that term or any other term of this Certificate of Designation on any other occasion. Any waiver by the Corporation or a Holder must be in writing.

(e) Severability. If any provision of this Certificate of Designation is invalid, illegal or unenforceable, the balance of this Certificate of Designation shall remain in effect, and if any provision is inapplicable to any Person or circumstance, it shall nevertheless remain applicable to all other Persons and circumstances. If it shall be found that any interest or other amount deemed interest due hereunder violates the applicable law governing usury, the applicable rate of interest due hereunder shall automatically be lowered to equal the maximum rate of interest permitted under applicable law.

(f) Next Business Day. Whenever any payment or other obligation hereunder shall be due on a day other than a Business Day, such payment shall be made on the next succeeding Business Day.

(g) Headings. The headings contained herein are for convenience only, do not constitute a part of this Certificate of Designation and shall not be deemed to limit or affect any of the provisions hereof.

(h) Status of Converted or Redeemed Preferred Stock. If any shares of Series C Preferred Stock shall be converted, redeemed or reacquired by the Corporation, such shares shall

resume the status of authorized but unissued shares of preferred stock and shall no longer be designated as Series C Convertible Preferred Stock.

(i) Effective Time. This Amended and Restated Certificate of Designation shall be effective at **[4:01 p.m.]** Eastern Time on [·], 2024.

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RESOLVED, FURTHER, that the President and Chief Executive Officer of the Corporation be and hereby is authorized and directed to prepare and file this Amended and Restated Certificate of Designation of Preferences, Rights and Limitations in accordance with the foregoing resolution and the provisions of Delaware law.

IN WITNESS WHEREOF, the undersigned has executed this Certificate as of the date first set forth above.

By: _____

Name: Paul F. Hickey
Title: President and Chief Executive Officer

[Signature Page to Amended and Restated
Series C Convertible Preferred Stock Certificate of Designation]

SUBSCRIPTION AGREEMENT

This SUBSCRIPTION AGREEMENT (this "**Agreement**") is dated as of [__], 2024 (the "**Effective Date**"), by and among ReShape Lifesciences, Inc. a Delaware corporation (the "**Company**"), and each of the individuals and entities listed on Exhibit A attached to this Agreement (each, a "**Purchaser**" and together, the "**Purchasers**").

WHEREAS, the Company is party to that certain Agreement and Plan of Merger, dated as of July , 2024 (as it may be amended, supplemented or otherwise modified from time to time, the "**Merger Agreement**") by and among the Company, Raider Lifesciences, Inc, a Delaware corporation and wholly owned subsidiary of the Company ("**Merger Sub** "), and Vyome Therapeutics, Inc. (the "**Target Company**"), a Delaware corporation;

WHEREAS, following the Merger, the Company will change its name to "Vyome Therapeutics, Inc.";

WHEREAS, the Closing (as defined below) is contingent upon, and shall be consummated simultaneously with, the closing of the Merger;

WHEREAS, the Company desires to sell to the Purchasers, and the Purchasers desire to purchase from the Company, severally and not jointly, an aggregate of up to $7 million of shares of Common Stock (as defined below) (the "**Aggregate Subscription Amount**") at a purchase price equal to the Purchase Price (as defined below) in accordance with the terms and provisions of this Agreement;

WHEREAS, from the date hereof through the Closing Date (as defined below), certain other purchasers (the "**Other Purchasers**") may enter into substantially similar subscription agreements with the Company (the "**Other Subscription Agreements**"), pursuant to which such Other Purchasers shall purchase, at the Purchase Price, shares of Common Stock from the Company at the Closing;

WHEREAS, the Company and the Purchasers are executing and delivering this Agreement in reliance upon the exemption from securities registration afforded by Section 4(a)(2) of the Securities Act (as defined below);

WHEREAS, contemporaneously with the sale of the Securities (as defined below), the parties hereto will execute and deliver a Registration Rights Agreement, substantially in the form attached hereto as Exhibit B, pursuant to which the Company will agree to provide certain registration rights to the Purchasers in respect of the Securities under the Securities Act and applicable state securities laws; and

NOW THEREFORE, in consideration of the mutual agreements, representations, warranties and covenants herein contained, the Company and each Purchaser, severally and not jointly, agree as follows:

1. Definitions

As used in this Agreement, the following terms shall have the following respective meanings:

"**Affiliate**" shall mean, with respect to any Person, any other Person directly or indirectly controlling, controlled by or under direct or indirect common control with such Person.

"**Aggregate Subscription Amount**" has the meaning set forth in the recitals hereof.

"**Agreement**" has the meaning set forth in the recitals hereof.

"**Benefit Plan**" or "**Benefit Plans**" shall mean employee benefit plans as defined in Section 3(3) of ERISA and all other employee benefit practices or arrangements, including, without limitation, any such practices or arrangements providing severance pay, sick leave, vacation pay, salary continuation for disability, retirement benefits, deferred compensation, bonus pay, incentive pay, stock options or other stock-based compensation, hospitalization insurance, medical insurance, life insurance, scholarships or tuition reimbursements, maintained by the Company or to which the Company is obligated to contribute for employees or former employees.

"**Board of Directors**" means the board of directors of the Company.

"**Closing**" has the meaning set forth in Section 2.2 hereof.

"**Closing Date**" has the meaning set forth in Section 2.2 hereof.

"**Code**" shall mean the Internal Revenue Code of 1986, as amended.

"**Common Stock**" means the common stock, $0.001 par value per share, of the Company.

"**Company**" has the meaning set forth in the recitals hereof.

"**Company Disqualification Event**" has the meaning set forth in Section 3.33 hereof.

"**Company IT Systems**" has the meaning set forth in Section 3.29 hereof.

"**Company Regulatory Permits**" has the meaning set forth in Section 3.20(c) hereof.

"**Control**" (including the terms "**controlling**" "**controlled by**" and "**under common control with**") with respect to any Person shall mean the possession, directly or indirectly, of the power to direct or cause the direction of the management policies of such Person, whether through the ownership of voting securities, by contract or otherwise.

"**Covered Person**" has the meaning set forth in Section 3.33 hereof.

"**Disclosure Document**" has the meaning set forth in Section 5.4 hereof.

"**Disqualification Event**" has the meaning set forth in Section 4.18 hereof.

"**Drug Regulatory Agency**" shall mean the FDA or other comparable governmental authority responsible for regulation of the research, development, testing, manufacturing, processing, storage, labeling, sale, marketing, advertising, distribution and importation or exportation of drug products and drug product candidates.

"**Effective Date**" has the meaning set forth in the recitals hereof.

"**End Date**" has the meaning set forth in Section 7.1 hereof.

"**Environmental Laws**" has the meaning set forth in Section 3.15 hereof.

"**ERISA**" shall mean the Employee Retirement Income Security Act of 1974, as amended.

"**Escrow Agent**" shall mean the escrow agent pursuant to the Escrow Agreement].

"**Escrow Agreement**" mean that certain Escrow Agreement to be entered into among the Company, Target Company, and the Escrow Agent prior to the Closing.

"**Exchange Act**" shall mean the Securities Exchange Act of 1934, as amended, and all of the rules and regulations promulgated thereunder.

"**FDA**" shall mean the U.S. Food and Drug Administration.

"**Financial Statements**" has the meaning set forth in Section 3.8(b) hereof.

"**Form S-4**" shall mean the registration statement on Form S-4 (together with any amendments thereof or supplements thereto) to be filed by the Company with the SEC in connection with the Merger.

"**GAAP**" has the meaning set forth in Section 3.8(b) hereof.

"**Governmental Authorizations**" has the meaning set forth in Section 3.11 hereof.

"**Health Care Laws**" means (a) the Federal Food, Drug, and Cosmetic Act (21 U.S.C. § 301 et seq.) and Public Health Service Act (42 U.S.C. § 201 et seq.) and any other similar applicable law administered by the FDA or other comparable governmental authority responsible for regulation of the development, clinical testing, manufacturing, sale, marketing, distribution and importation or exportation of drug and biopharmaceutical products of similar nature to those developed by the Company and their implementing regulations; (b) Good Clinical Practice, regulations for studies that are submitted to regulatory authorities to support product approval; and (c) laws regulating the use or disclosure of personal data collected in the conduct of clinical trials, including Protected Health Information as defined under the Health Insurance Portability and Accountability Act of 1996 as amended at 45 CFR 164.103.

"**Indemnified Party**" has the meaning set forth in Section 5.9 hereof.

"**Intellectual Property**" has the meaning set forth in Section 3.12(a) hereof.

"**Lock-Up Agreement**" shall mean those certain lock-up agreements executed by certain officers, directors and stockholders of the Target Company in connection with the transactions contemplated by this Agreement and the Merger Agreement.

"**Material Adverse Effect**" shall mean any change, event, circumstance, development, condition, occurrence or effect that, individually or in the aggregate, (a) was, is, or would reasonably be expected to be, materially adverse to the business, condition (financial or otherwise), prospects, assets, liabilities, stockholders' equity or results of operations of the Company and its subsidiaries taken as a whole, or (b) materially delays or materially impairs the ability of the Company to timely comply, or prevents the Company from timely complying, with its obligations under this Agreement, the Merger Agreement or with respect to the Closing or would reasonably be expected to do so; provided, however, that none of the following will be deemed in themselves, either alone or in combination, to constitute, and that none of the following will be taken into account in determining whether there has been or will be, a Material Adverse Effect under subclause (a) of this definition:

(i) any change generally affecting the economy, financial markets or political, economic or regulatory conditions in the United States or any other geographic region in which the Company conducts business, provided that the Company is not disproportionately affected thereby;

(ii) general financial, credit or capital market conditions, including interest rates or exchange rates, or any changes therein, provided that the Company is not disproportionately affected thereby;

(iii) any change that generally affects industries in which the Company and its subsidiaries conduct business, provided that the Company is not disproportionately affected thereby;

(iv) changes in laws after the date hereof, provided that the Company is not disproportionately affected thereby; and

(v) changes or proposed changes in GAAP after the date of this Agreement, provided that the Company is not disproportionately affected thereby.

"**Merger**" has the meaning set forth in the recitals hereof.

"**Merger Agreement**" has the meaning set forth in the recitals hereof.

"**Merger Sub**" has the meaning set forth in the recitals hereof.

"**National Exchange**" means any of the following markets or exchanges on which the Common Stock is listed or quoted for trading on the date in question, together with any successor thereto: the NYSE American, The New York Stock Exchange, the Nasdaq Global Market, the Nasdaq Global Select Market and the Nasdaq Capital Market.

"**Patents**" has the meaning set forth in Section 3.12(a) hereof.

"**Person**" shall mean an individual, partnership, corporation, limited liability company, business trust, joint stock company, trust, unincorporated association, joint venture or any other entity or organization.

"**Personal Information**" has the meaning set forth in Section 3.20(g) hereof.

"**Privacy Laws**" has the meaning set forth in Section 3.20(g) hereof.

"**Purchase Price**" means the price per share equal to 70% of an agreed and combined price per share to be determined between Target Company and the Company immediately before the Merger. "**Purchaser**" and "**Purchasers**" have the meanings set forth in the recitals hereof.

"**Purchaser Adverse Effect**" has the meaning set forth in Section 4.3 hereof.

"**Purchaser Party**" has the meaning set forth in Section 5.9 hereof

"**Registration Rights Agreement**" has the meaning set forth in Section 6.1(h) hereof.

"**Requisite Purchasers**" has the meaning set forth in Section 8.15 hereof.

"**Rule 144**" means Rule 144 promulgated by the SEC pursuant to the Securities Act, as such Rule may be amended from time to time, or any similar rule or regulation hereafter adopted by the SEC having substantially the same effect as such Rule.

"**Rule 506(d) Related Party**" has the meaning set forth in Section 4.18 hereof.

"**SEC**" means the United States Securities and Exchange Commission.

"**SEC Reports**" has the meaning set forth in Section 3.8 hereof.

"**Securities**" means the shares of Common Stock issued or issuable to each Purchaser pursuant to this Agreement.

"**Securities Act**" shall mean the Securities Act of 1933, as amended, or any similar successor federal statute and the rules and regulations thereunder, all as the same shall be in effect from time to time.

"**Short Sales**" include, without limitation, (i) all "short sales" as defined in Rule 200 promulgated under Regulation SHO under the Exchange Act, whether or not against the box, and all types of direct and indirect stock pledges, forward sale contracts, options, puts, calls, short sales, swaps, "put equivalent positions" (as defined in Rule 16a-1(h) under the Exchange Act) and similar arrangements (including on a total return basis), and (ii) sales and other transactions through non-U.S. broker dealers or non-U.S. regulated brokers (but shall not be deemed to include the location and/or reservation of borrowable shares of Common Stock), in each case, solely to the extent it has the same economic effect as a "short sale" (as defined in Rule 200 promulgated under Regulation SHO under the Exchange Act).

"**Standard Settlement Period**" means the standard settlement period, expressed in a number of trading days, on the Company's primary National Exchange with respect to the Common Stock as in effect on the date of delivery of the applicable request to remove legends of Securities.

"**Target Company**" has the meaning set forth in the recitals hereof.

"**Tax**" or "**Taxes**" shall mean any and all federal, state, local, foreign and other taxes, levies, fees, imposts, duties and charges of whatever kind (including any interest, penalties or additions to the tax imposed in connection therewith or with respect thereto), whether or not imposed on the Company, including, without limitation, taxes imposed on, or measured by, income, franchise, profits or gross receipts, and also ad valorem, value added, sales, use, service, real or personal property, capital stock, license, payroll, withholding, employment, social security, workers' compensation, unemployment compensation, utility, severance, production, excise, stamp, occupation, premium, windfall profits, transfer and gains taxes and customs duties.

"**Tax Returns**" shall mean returns, reports, information statements and other documentation (including any additional or supporting material) filed or maintained, or required to be filed or maintained, in connection with the calculation, determination, assessment or collection of any Tax and shall include any amended returns required as a result of examination adjustments made by the Internal Revenue Service or other Tax authority.

"**Transaction Agreements**" shall mean this Agreement[, the Other Subscription Agreements, if any,] the Escrow Agreement and the Registration Rights Agreement, all exhibits and schedules thereto and hereto.

"**Transfer Agent**" shall mean, with respect to the Common Stock, [ ] or such other financial institution that provides transfer agent services as proposed by the Company and consented to by the Purchasers, which consent shall not be unreasonably withheld.

"**Willful Breach**" has the meaning set forth in Section 7.1 hereof.

2. Subscription

2.1 Purchase and Sale of Common Stock

On the Closing Date, upon the terms and subject to the conditions set forth herein, the Company agrees to sell, and the Purchasers, severally and not jointly, agree to purchase, an aggregate of up to $7 million of Securities.

Following the date of this Agreement, at any time prior to the Closing and upon the Company's acceptance of such subscription, additional Purchasers may join this Agreement to subscribe for any remaining unsubscribed portion of the Aggregate Subscription Amount by executing a counterpart signature page hereto. Such Purchaser shall thereafter be bound by the terms of this Agreement and shall have the rights and obligations hereunder, in each case without the need for any amendment to this Agreement other than to add such person's or entity's name and subscription amount to Exhibit A.

Subject to and upon the terms and conditions set forth in this Agreement, at the Closing, the Company shall issue and sell to each Purchaser, and each Purchaser, severally and not jointly, shall purchase from the Company, that number of Securities equal to the dollar amount set forth opposite such Purchaser's name on Exhibit A under the heading "Aggregate Purchase Price" divided by the Purchase Price, rounded down to the nearest whole share. For the avoidance of doubt, "Securities" shall not refer to any shares of the capital stock of the Company that may be held by the Purchasers or any other holders of the capital stock of the Company or other securities of the Company prior to the Closing or issued pursuant to the Merger.

2.2 Closing

Subject to the satisfaction or waiver of the conditions set forth in Section 6 of this Agreement, the closing of the purchase and sale of the Securities (the "**Closing**") contemplated hereby is contingent upon the concurrent consummation of the Merger. The Closing shall occur on the date of, and concurrently with and conditioned upon the effectiveness of the Merger and the Purchasers will be notified of such date at least five (5) business days in advance by [the Company and/or Target Company](the "**Closing Date**"). The Closing shall occur remotely via exchange of documents and signatures. At the Closing, the Securities shall be issued and registered in the name of such Purchaser, or in such nominee name(s) as designated by such Purchaser, representing the number of Securities to be purchased by such Purchaser at such Closing as set forth in Exhibit A, in each case against payment to the Company of the purchase price in full by wire transfer to the Escrow Agent of immediately available funds, at or prior to the Closing,

in accordance with wire instructions provided to the Purchaser prior to Closing, Such funds will be held for the Purchaser's benefit in the Escrow Account without interest or offset. (On the Closing Date, the Company will issue the Securities in book-entry form, free and clear of all liens and restrictive and other legends (except as expressly provided in Section 4.11 hereof) and shall promptly thereafter provide evidence of such issuance from the Company's Transfer Agent as of the Closing Date to each Purchaser. Unless this Agreement has been terminated pursuant to Section 7.1. the failure of the Closing to occur on the expected Closing Date shall not terminate this Agreement or otherwise relieve any party of any of its obligations hereunder. If the Closing does not occur within Twenty (20) business days after the expected Closing Date, any amounts deposited into the Escrow Account by or on behalf of the Purchaser shall be returned to the Purchaser or its designee promptly, without interest or offset.

3. Representations and Warranties of the Company

Except as may be disclosed in the SEC Reports filed with or furnished to the SEC prior to the date of this Agreement, the Company hereby represents and warrants to each of the Purchasers that the statements contained in this Section 3 are true and correct as of the Effective Date, and will be true and correct as of the Closing Date (except for the representations and warranties that speak as of a specific date, which shall be made as of such date):

3.1 Organization and Power

The Company is a corporation duly organized, validly existing and in good standing under the laws of the State of Delaware, has the requisite power and authority to own, lease and operate its properties and to carry on its business as now conducted and is qualified to do business in each jurisdiction in which the character of its properties or the nature of its business requires such qualification, except where such failure to be in good standing or to have such power and authority or to so qualify would not reasonably be expected to have a Material Adverse Effect. Other than as disclosed in the SEC Reports and Merger Sub, the Company has no subsidiaries. The Company's subsidiaries are duly incorporated, formed or organized, as the case may be, and are validly existing and in good standing under the laws of their jurisdiction of incorporation, formation or organization and have the requisite power and authority to carry on their business as now conducted and to own or lease their properties. The Company's subsidiaries are duly qualified to do business as foreign corporations and are in good standing in each jurisdiction in which such qualification is required unless the failure to so qualify has not had and would not reasonably be expected to have a Material Adverse Effect.

3.2 Capitalization

As of the date hereof, the Company has an authorized capitalization as set forth in the SEC Reports and, as of immediately prior to the Closing, the Company will have an authorized capitalization as subsequently disclosed in the Form S-4. All (a) outstanding shares of capital stock of the Company have been duly authorized and validly issued and are fully paid and non-assessable and (b) outstanding warrants, options, restricted securities, or other securities convertible or exchangeable, directly or indirectly, into capital stock of the Company, have been issued and granted in compliance with all applicable securities laws. None of the outstanding shares of capital stock of the Company were issued in violation of the preemptive or other similar rights of any securityholder of the Company which have not been waived. There are no securities or instruments issued by or to which the Company is a party containing anti-dilution or similar provisions that will be triggered by the issuance of the Securities pursuant to this Agreement.

3.3 Registration Rights

Except as set forth in the Transaction Agreements or as disclosed in the SEC Reports, the Company is presently not under any obligation, and has not granted any rights, to register under the Securities Act any of the Company's presently outstanding securities or any of its securities that may hereafter be issued that have not expired or been satisfied.

3.4 Authorization

The Company has all requisite corporate power and authority to enter into the Transaction Agreements and to carry out and perform its obligations under the terms of the Transaction Agreements. All corporate action on the part

of the Board of Directors necessary for the authorization of the Securities, the authorization, execution, delivery and performance of the Transaction Agreements and the consummation of the transactions contemplated herein has been taken. As of the Closing, all corporate action on the part of the stockholders of the Company necessary for the consummation of the transactions contemplated by this Agreement will have been taken. This Agreement has been duly executed and delivered by the Company and assuming the due authorization, execution and delivery by the Purchasers and that this Agreement constitutes the legal, valid and binding agreement of the Purchasers, this Agreement constitutes a legal, valid and binding obligation of the Company, enforceable against the Company in accordance with its terms, except as such enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium and similar laws relating to or affecting creditors generally or by general equity principles (regardless of whether such enforceability is considered in a proceeding in equity or at law). Upon their respective execution by the Company and the other parties thereto and assuming that they constitute legal, valid and binding agreements of the other parties thereto, the Registration Rights Agreement will constitute a legal, valid and binding obligation of the Company, enforceable against the Company in accordance with its terms, except as such enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium and similar laws relating to or affecting creditors generally or by general equity principles (regardless of whether such enforceability is considered in a proceeding in equity or at law).

3.5 Valid Issuance

The Securities being purchased by the Purchasers hereunder, upon issuance pursuant to the terms hereof, against full payment therefor in accordance with the terms of this Agreement, will be duly and validly issued, fully paid and non-assessable and will be issued free and clear of any liens or other restrictions (other than those under applicable state and federal securities laws). Subject to the accuracy of the representations and warranties made by the Purchasers in Section 4 hereof, the offer and sale of the Securities to the Purchasers pursuant to this Agreement and the Other Subscription Agreements, if any, is and will be in compliance with applicable exemptions from (a) the registration and prospectus delivery requirements of the Securities Act and (b) the registration and qualification requirements of applicable securities laws of the states of the United States.

3.6 No Conflict

The execution and delivery of the Transaction Agreements by the Company and, at the Closing, the performance of the Transaction Agreements and issuance of the Securities and the consummation of the other transactions contemplated by the Transaction Agreements will not (a) violate any provision of the certificate of incorporation or bylaws of the Company, (b) conflict with or result in a violation of or default (with or without notice or lapse of time, or both) under, or give rise to a right of termination, cancellation or acceleration of any obligation, a change of control right or to a loss of a benefit under any agreement or instrument, credit facility, franchise, license, judgment, order, statute, law, ordinance, rule or regulations, applicable to the Company or its properties or assets, or (c) result in a violation of any law, rule, regulation, order, judgment, injunction, decree or other restriction of any court or governmental authority to which the Company is subject (including federal and state securities laws and regulations) and the rules and regulations of any self-regulatory organization to which the Company or its securities are subject, or by which any property or asset of the Company is bound or affected, except, in the case of clauses (b) and (c), as would not be reasonably expected to have a Material Adverse Effect.

3.7 Consents

Assuming the accuracy of the representations and warranties of the Purchasers, no consent, approval, authorization, filing with or order of or registration with, any court or governmental agency or body is required in connection with the transactions contemplated herein, except such as (a) have been or will be obtained or made under the Securities Act or the Exchange Act, (b) are required to consummate the Mergers as provided under the Merger Agreement, including stockholder approval of the issuance of the Securities pursuant to this Agreement and the Other Subscription Agreements, if any, (c) the filing of any requisite notices and/or application(s) to the National Exchange for the issuance and sale of the Securities and the listing of the Securities for trading or quotation, as the case may be, thereon in the time and manner required thereby, (d) are required to consummate the transactions contemplated by the Transaction Agreements and (e) may be required under the securities, or blue sky, laws of any state jurisdiction in

connection with the offer and sale of the Securities by the Company in the manner contemplated herein or such that the failure of which to obtain would not have a Material Adverse Effect.

3.8 SEC Reports; Financial Statements

(a) The Company has timely filed or furnished, as applicable, all forms, statements, certifications, reports, schedules, proxy statements and documents required to be filed or furnished by it with the SEC under the Exchange Act or the Securities Act since January 1, 2023 (the foregoing documents (together with any documents filed by the Company under the Securities Act or the Exchange Act, whether or not required, and including all exhibits and schedules thereto and documents incorporated by reference therein) being collectively referred to herein as the "**SEC Reports**"). As of the time it was filed with the SEC (or, if amended or superseded by a filing prior to the date of this Agreement, then on the date of such filing), each of the SEC Reports and, as of the Closing, the Form S-4 will comply in all material respects with the applicable requirements of the Securities Act or the Exchange Act (as the case may be) and, as of the time they were filed, the SEC Reports (including any audited or unaudited financial statements and any notes thereto or schedules included therein) contained any untrue statement of a material fact or omitted to state a material fact required to be stated therein or necessary in order to make the statements therein, in light of the circumstances under which they were made, not misleading. To the Company's knowledge, there are no material outstanding or unresolved comments in comment letters from the staff of the Division of Corporation Finance of the SEC with respect to any of the SEC Reports as of the date hereof. As used in this Section 3.8, the term "file" and variations thereof shall be broadly construed to include any manner in which a document or information is furnished, supplied or otherwise made available to the SEC.

(b) The financial statements (including the notes thereto) of the Company included in the SEC Reports (collectively, the "**Financial Statements**") comply as to form in all material respects with the applicable accounting requirements of the Securities Act or Exchange Act and fairly present in all material respects the financial position of the Company and its subsidiaries as of the dates indicated, and the results of its operations and cash flows for the periods therein specified, all in accordance with United States generally accepted accounting principles ("**GAAP**") (except as otherwise noted therein, and in the case of unaudited financial statements, as permitted by Form 10-Q of the SEC, and except that the unaudited financial statements may not contain footnotes and are subject to normal and recurring year-end adjustments) applied on a consistent basis unless otherwise noted therein throughout the periods therein specified. The other information included in the SEC Reports has been derived from the accounting records of the Company and its consolidated subsidiaries and presents fairly in all material respects the information shown thereby. The statistical, industry-related and market-related data included in the SEC Reports are based on or derived from sources which the Company reasonably and in good faith believes are reliable and accurate and such data is consistent with the sources from which they are derived, in each case in all material respects. Except as set forth in the Financial Statements and/or SEC Reports, the Company has not incurred any liabilities, contingent or otherwise, or entered into any material transaction, except those in the ordinary course of business, consistent (as to amount and nature) with past practices since the date of such financial statements, none of which have had or would reasonably be expected to have a Material Adverse Effect.

3.9 Absence of Changes

Except as otherwise stated or disclosed in the SEC Reports, between December 31, 2023 and the date of this Agreement, (a) the Company has conducted its business only in the ordinary course of business (except for the execution and performance of this Agreement, the Merger Agreement and the discussions, negotiations and transactions related thereto) and (b) there has not been any Material Adverse Effect.

3.10 Absence of Litigation

As of the date hereof, there is no action, suit, proceeding, arbitration, claim, investigation or inquiry pending or, to the Company's knowledge, threatened in writing by or before any governmental body against the Company which has had or would reasonably be expected to have a Material Adverse Effect, nor are there any orders, writs, injunctions, judgments or decrees outstanding of any court or government agency or instrumentality and binding upon the Company that have had or would reasonably be expected to have a Material Adverse Effect. As of the date hereof, neither the Company, nor to the knowledge of the Company, any director or officer thereof, is, or within the last ten

years has been, the subject of any action involving a claim of violation of or liability under federal or state securities laws relating to the Company or a claim of breach of fiduciary duty relating to the Company.

3.11 Compliance with Law; Permits

The Company is not in violation of, and has not received any notices of violations with respect to, any laws, statutes, ordinances, rules or regulations of any governmental body, court or government agency or instrumentality, except for violations which have not had and would not reasonably be expected to have a Material Adverse Effect. The Company has all required licenses, permits, certificates and other authorizations (collectively, "**Governmental Authorizations**") from such federal, state or local government or governmental agency, department or body that are currently necessary for the operation of the business of the Company as currently conducted, except where the failure to possess currently such Governmental Authorizations has not had and is not reasonably expected to have a Material Adverse Effect. The Company has not received any written notice regarding any revocation or modification of any such Governmental Authorization, which, if the subject of an unfavorable decision, ruling or finding, has had or would reasonably be expected to have a Material Adverse Effect.

3.12 Intellectual Property

(a) "**Intellectual Property**" means (i) United States, foreign and international patents, patent applications, including all provisionals, nonprovisionals, substitutions, divisionals, continuations, continuations-in-part, reissues, extensions, supplementary protection certificates, reexaminations, term extensions, certificates of invention and the equivalents of any of the foregoing, statutory invention registrations, invention disclosures and inventions (collectively, "**Patents**"), (ii) trademarks, service marks, trade names, domain names, corporate names, brand names, URLs, trade dress, logos and other source identifiers, including registrations and applications for registration thereof, (iii) copyrights, including registrations and applications for registration thereof, (iv) software, including all source code, object code and related documentation, formulae, trade secrets, know-how, confidential information and other proprietary rights and intellectual property, whether patentable or not and (v) all United States and foreign rights arising under or associated with any of the foregoing used, sold, licensed or otherwise exploited by the in the operation of its business as presently conducted or reasonably expected to be conducted.

(b) Except as would not reasonably be expected to have a Material Adverse Effect, the Company solely and exclusively owns or has obtained valid and enforceable licenses for (or will do so reasonably promptly before giving effect to the Mergers), free and clear of all liens or encumbrances, all Intellectual Property necessary for its business as now conducted and currently proposed to be conducted in the future as described in the SEC Reports, and to the knowledge of the Company, the conduct of its current and proposed business does not infringe or misappropriate, in any material respect, any Intellectual Property of any third party. The Company has not received any written communications (in each case that has not been resolved) of any alleged infringement, misappropriation or breach of any Intellectual Property rights of others.

(c) Except as would not reasonably be expected to have a Material Adverse Effect, there are no orders, settlement agreements or stipulations to which the Company is a party or by which the Company is bound that restricts the Company's rights to use any Intellectual Property in the operation of the business as currently conducted.

(d) Except as would not reasonably be expected to have a Material Adverse Effect, there is no pending or, to the Company's knowledge, threatened action, suit, proceeding or claim by others: (i) challenging the Company's rights in or to any Intellectual Property necessary for its business as now conducted and currently proposed to be conducted in the future as described in the SEC Reports, and the Company is unaware of any facts which would form a reasonable basis for any such action, suit, proceeding or claim; or (ii) challenging the validity, enforceability or scope of any Intellectual Property necessary for its business as now conducted and currently proposed to be conducted in the future as described in the SEC Reports, and the Company is unaware of any facts which would form a reasonable basis for any such action, suit, proceeding or claim.

(e) Except as would not reasonably be expected to have a Material Adverse Effect, the Company has complied with the terms of each agreement pursuant to which Intellectual Property has been licensed to the Company as described in the SEC Reports and all such agreements are in full force and effect.

(f) Except as would not reasonably be expected to have a Material Adverse Effect, the Company has taken reasonable and customary actions to protect its rights in, and to prevent the unauthorized use and disclosure of, trade secrets and confidential business information (including confidential ideas, research and development information, know-how, formulas, compositions, technical data, designs, drawings, specifications, research records, records of inventions, test information, financial, marketing and business data, supplier lists and information, and business plans) owned by the Company, and, to the knowledge of the Company, there has been no unauthorized use or disclosure of such trade secrets and confidential business information.

3.13 Employee Benefits

Except as would not be reasonably likely to have a Material Adverse Effect, each Benefit Plan has been established and administered in accordance with its terms and in compliance with the applicable provisions of ERISA, the Code, the Patient Protection and Affordable Care Act of 2010, as amended, and other applicable laws, rules and regulations. The Company is in compliance with all applicable federal, state and local laws, rules and regulations regarding employment, except for any failures to comply that are not reasonably likely to have a Material Adverse Effect. There is no labor dispute, strike or work stoppage against the Company pending or, to the knowledge of the Company, threatened which may interfere with the business activities of the Company, except where such dispute, strike or work stoppage is not reasonably likely to have a Material Adverse Effect.

3.14 Taxes

The Company has filed all federal income Tax Returns and other Tax Returns required to have been filed under applicable law (or extensions have been duly obtained) and has paid all Taxes required to have been paid by it except for those which are being contested in good faith and except where failure to file such Tax Returns or pay such Taxes would not reasonably be expected to have a Material Adverse Effect. Except as would not reasonably be expected to have a Material Adverse Effect, no assessment in connection with United States federal tax returns has been made against the Company. The charges, accruals and reserves on the books of the Company in respect of any income and corporation tax liability for any years not finally determined are adequate to meet any assessments or reassessments for additional income tax for any years not finally determined, except to the extent of any inadequacy that would not reasonably be expected to have a Material Adverse Effect.

3.15 Environmental Laws

The Company (a) is in compliance with any and all applicable foreign, federal, state and local laws and regulations relating to the protection of human health and safety, the environment or hazardous or toxic substances or wastes, pollutants or contaminants ("**Environmental Laws**"), (b) has received all permits and other Governmental Authorizations required under applicable Environmental Laws to conduct its business and (c) is in compliance with all terms and conditions of any such permit, license or approval, except where such noncompliance with Environmental Laws, failure to receive required permits, licenses or other approvals or failure to comply with the terms and conditions of such permits, licenses or approvals would not reasonably be expected to have a Material Adverse Effect. The Company has not received since January 1, 2023, any written notice or other communication (in writing or otherwise), whether from a governmental authority or other Person, that alleges that the Company is not in compliance with any Environmental Law and, to the knowledge of the Company, there are no circumstances that may prevent or interfere with the Company's compliance with any Environmental Law in the future, except where such failure to comply would not reasonably be expected to have a Material Adverse Effect. To the knowledge of the Company, except as would not reasonably be expected to have a Material Adverse Effect: (i) no current or (during the time a prior property was leased or controlled by the Company) prior property leased or controlled by the Company has received since January 1, 2023, any written notice or other communication relating to property owned or leased at any time by the Company, whether from a governmental authority, or other Person, that alleges that such current or prior owner or the Company is not in compliance with or violated any Environmental Law relating to such property and (ii) the Company has no liability under any Environmental Law.

3.16 Title

The Company has good and marketable title to all personal property owned by it, free and clear of all liens, encumbrances and defects except such as do not materially affect the value of such property and do not interfere with the use made and proposed to be made of such property by the Company. Except as disclosed in the SEC Reports, real property and buildings held under lease by the Company is held under valid, subsisting and enforceable leases with such exceptions as are not material and do not interfere with the use made and proposed to be made of such property and buildings by the Company, provided however, that the Company is currently in the process of winding down such leases. The Company does not own any real property.

3.17 Insurance

The Company carries or is entitled to the benefits of insurance in such amounts and covering such risks that is customary for comparably situated companies and is necessary for the conduct of its business and the value of its properties and assets, and each of such insurance policies is in full force and effect and the Company is in compliance in all material respects with the terms thereof. Other than customary end of policy notifications from insurance carriers or as would not reasonably be expected to have a Material Adverse Effect, the Company has not received any notice or other communication regarding any actual or possible: (a) cancellation or invalidation of any insurance policy or (b) refusal or denial of any coverage, reservation of rights or rejection of any claim under any insurance policy.

3.18 Nasdaq Stock Market

The issued and outstanding shares of Common Stock are registered pursuant to Section 12(b) of the Exchange Act and are listed for trading on the Nasdaq Capital Market under the symbol [“RSLS”] (it being understood that the trading symbol will be changed in connection with the Merger). There is no suit, action, proceeding or investigation pending or, to the knowledge of the Company, threatened against the Company by the Nasdaq Stock Market or the SEC, respectively, to prohibit or terminate the listing of the Common Stock on the Nasdaq Capital Market or to deregister the Common Stock under the Exchange Act. The Company has taken no action as of the date hereof that is designed to terminate the registration of the Common Stock under the Exchange Act.

3.19 Sarbanes-Oxley Act

The Company is, and since January 1, 2023 has been, in compliance in all material respects with applicable requirements of the Sarbanes-Oxley Act of 2002 and applicable rules and regulations promulgated by the SEC thereunder.

3.20 Regulatory

(a) The Company has operated its business and currently is in compliance in all material respects with all applicable Health Care Laws applicable to the ownership, testing, development, manufacture, packaging, processing, use, distribution, storage, import, export or disposal of any of the Company’s product candidates or any product manufactured or distributed by the Company.

(b) There are no legal proceedings pending or, to the knowledge of the Company, threatened with respect to an alleged material violation by the Company of any Health Care Laws including FDA regulations adopted thereunder, or any other similar law promulgated by a Drug Regulatory Agency.

(c) The Company holds all required Governmental Authorizations issuable by any Drug Regulatory Agency necessary for the conduct of the business of the Company as currently conducted, and, as applicable, the development, testing, manufacturing, processing, storage, labeling, sale, marketing, advertising, distribution and importation or exportation, as currently conducted (the “**Company Regulatory Permits**”), of any of its product candidates and no such Company Regulatory Permit has been (i) revoked, withdrawn, suspended, cancelled or terminated or (ii) modified in any adverse manner. Except as would not reasonably be expected to have a Material Adverse Effect, the Company has timely maintained and is in compliance with the Company Regulatory Permits and the Company has not, since January 1, 2023, received any written notice or other written communication from any Drug Regulatory Agency regarding (A) any violation of or failure to comply with any term or requirement of any

Company Regulatory Permit or (B) any revocation, withdrawal, suspension, cancellation, termination or modification of any Company Regulatory Permit.

(d) Except as would not reasonably be expected to have a Material Adverse Effect, to the best of the Company's knowledge, all the operations of the Company and all the manufacturing facilities and operations of the Company's suppliers of products and product candidates and the components thereof manufactured in or imported into the United States are in compliance with applicable FDA regulations, including current Good Manufacturing Practices, and meet sanitation standards set by the Federal Food, Drug, and Cosmetic Act.

(e) All clinical, pre-clinical and other studies and tests conducted by or on behalf of, or sponsored by, the Company or in which the Company or its respective product candidates, have participated that are described in the SEC Reports or the results of which are referred to in the SEC Reports, were and, if still pending, are being conducted in accordance with protocols, procedures and controls pursuant to, where applicable, accepted professional and scientific standards for products or product candidates comparable to those being developed by the Company and all applicable statutes, rules and regulations of the FDA and other comparable regulatory agencies outside of the United States to which they are subject, including, without limitation, 21 C.F.R. Parts 50, 54, 56, 58 and 312.

(f) No manufacturing site owned by the Company, and to the knowledge of the Company, no manufacturing site of a contract manufacturer, with respect to the Company's product candidates, (i) is subject to a Drug Regulatory Agency shutdown or import or export prohibition or (ii) has received any Form FDA 483, notice of violation, warning letter, untitled letter, or similar correspondence or notice from the FDA or other governmental authority alleging or asserting noncompliance with any applicable law, in each case, that have not been complied with or closed to the satisfaction of the relevant governmental authority, and, to the knowledge of the Company, neither the FDA nor any other governmental authority is considering such action.

(g) Since January 1, 2023, (i) to the knowledge of Company, the Company and its subsidiaries have materially complied with all laws governing privacy and data protection applicable to the collection, retention and use of information that constitutes "personal information," "personal data," or any analogous term under applicable Law, including any such information that alone or in combination with other information can be used to identify an individual ("**Personal Information**"), by the Company or its subsidiaries ("**Privacy Laws**"), (ii) no material claims by or before any governmental authority have been asserted or, to the knowledge of the Company, have been threatened, in writing against the Company or any of its subsidiaries alleging a violation by Company or its subsidiaries of any applicable Privacy Laws, (iii) neither the execution of this Agreement by the Company nor the consummation of the Mergers will result in any breach or other violation by the Company or its subsidiaries of any Privacy Laws, except as, individually or in the aggregate, has not had and would not reasonably be expected to have a Material Adverse Effect, and (iv) the Company and its subsidiaries have taken commercially reasonable steps designed to protect any Personal Information collected, retained or used by the Company or any of its subsidiaries against unauthorized or improper use, loss, access or transmittal.

3.21 Accounting Controls and Disclosure Controls and Procedures

(a) The Company and its subsidiaries, taken as a whole, maintain a system of internal control over financial reporting (as defined in Rules 13a-15(f) and 15d-15(f) of the Exchange Act) that is sufficient to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with GAAP, including policies and procedures sufficient to provide reasonable assurance that (i) the Company maintains records that in reasonable detail accurately and fairly reflect the Company's transactions and dispositions of assets, (ii) transactions are recorded as necessary to permit preparation of financial statements in accordance with GAAP and to maintain asset accountability, (iii) that receipts and expenditures are made, and access to assets is permitted, only in accordance with authorizations of management and the Board, (iv) regarding prevention or timely detection of the unauthorized acquisition, use or disposition of the Company's assets that could have a material effect on the Company's financial statements, (v) the recorded accountability for assets is compared with the existing assets at reasonable intervals and appropriate action is taken with respect to any differences and (vi) the interactive data in eXtensible Business Reporting Language included or incorporated by reference in the SEC Reports fairly presents the information called for in all material respects and is prepared in accordance with the SEC's

rules and guidance applicable thereto, except, in the case of this clause (vi), as would not, individually or in the aggregate, be reasonably expected to have a Material Adverse Effect.

(b) Except as would not reasonably be expected to have a Material Adverse Effect, since the end of the Company's most recent audited fiscal year, there has been (i) no material weakness in the Company's internal control over financial reporting (whether or not remediated) and (ii) no change in the Company's internal control over financial reporting that has materially affected, or is reasonably likely to materially affect, the Company's internal control over financial reporting.

(c) The Company's and each of its subsidiaries' "disclosure controls and procedures" (as defined in Rules 13a-15(e) and 15d-15(e) of the Exchange Act) (i) are reasonably designed to ensure that (x) all information (both financial and non-financial) required to be disclosed by the Company in the reports that it files or submits under the Exchange Act is recorded, processed, summarized and reported within the time periods specified in the rules and forms of the SEC, and that all such information is accumulated and communicated to the Company's management as appropriate to allow timely decisions regarding required disclosure and (y) all material information relating to the Company, including its consolidated subsidiaries, is made known to the Company's principal executive officer and its principal financial officer by others within those entities, particularly during the periods in which the periodic reports required under the Exchange Act are being prepared; (ii) have been evaluated by management of the Company for effectiveness as of the end of the Company's most recent fiscal quarter and (iii) except as would not reasonably be expected to have a Material Adverse Effect, are effective in all material respects to perform the functions for which they were established.

3.22 Price Stabilization of Common Stock

The Company has not taken, nor will it take, directly or indirectly, any action designed to stabilize or manipulate the price of the Common Stock to facilitate the sale or resale of the Securities.

3.23 Investment Company Act

The Company is not, and immediately after receipt of payment for the Common Stock pursuant to this Agreement and the Other Subscription Agreements, if any, will not be, an "investment company" within the meaning of the Investment Company Act of 1940, as amended.

3.24 General Solicitation; No Integration or Aggregation

Neither the Company nor any other person or entity authorized by the Company to act on its behalf has engaged in a general solicitation or general advertising (within the meaning of Regulation D of the Securities Act) of investors with respect to offers or sales of Common Stock. The Company has not, directly or indirectly, sold, offered for sale, solicited offers to buy or otherwise negotiated in respect of, any security (as defined in the Securities Act) which, to its knowledge, is or will be (a) integrated with the Securities sold pursuant to this Agreement and the Other Subscription Agreements, if any, for purposes of the Securities Act or (b) aggregated with prior offerings by the Company for the purposes of the rules and regulations of the Nasdaq Capital Market.

3.25 Brokers and Finders

Neither the Company nor any other Person authorized by the Company to act on its behalf has retained, utilized or been represented by any broker or finder in connection with the transactions contemplated by this Agreement or the Other Subscription Agreements, if any.

3.26 Reliance by the Purchasers

The Company acknowledges that each of the Purchasers will rely upon the truth and accuracy of, and the Company's compliance with, the representations, warranties, agreements, acknowledgements and understandings of the Company set forth herein and in the SEC Reports.

3.27 No Additional Agreements

The Company does not have any agreement or understanding with any Purchaser or Other Purchaser with respect to the transactions contemplated by the Transaction Agreements other than as specified in the Transaction Agreements and, for the avoidance of doubt, does not have any agreement with any Purchaser or Other Purchaser on terms (economic or otherwise) more favorable to such Purchaser or Other Purchaser than as set forth in this Agreement, except with regard to reasonable and documented transaction expenses.

3.28 Anti-Bribery and Anti-Money Laundering Laws

Each of the Company, its subsidiaries and any of their respective officers, directors, supervisors, managers, agents, or employees are and have at all times been in compliance with and its participation in the offering will not violate: (a) anti-bribery laws, including but not limited to, any applicable law, rule, or regulation of any locality, including but not limited to any law, rule, or regulation promulgated to implement the OECD Convention on Combating Bribery of Foreign Public Officials in International Business Transactions, signed December 17, 1997, including the U.S. Foreign Corrupt Practices Act of 1977, as amended, the U.K. Bribery Act 2010, or any other law, rule or regulation of similar purposes and scope or (b) anti-money laundering laws, including, but not limited to, applicable federal, state, international, foreign or other laws, regulations or government guidance regarding anti-money laundering, including, without limitation, Title 18 US. Code sections 1956 and 1957, the Patriot Act, the Bank Secrecy Act, and international anti-money laundering principles or procedures by an intergovernmental group or organization, such as the Financial Action Task Force on Money Laundering, of which the United States is a member and with which designation the United States representative to the group or organization continues to concur, all as amended, and any executive order, directive, or regulation pursuant to the authority of any of the foregoing, or any orders or licenses issued thereunder.

3.29 Company IT Systems; Cybersecurity

The Company and its subsidiaries own or have a valid right to access and use all computer systems, networks, hardware, software, databases, websites, and equipment used to process, store, maintain and operate data, information, and functions used in connection with the business of the Company and its subsidiaries (the "**Company IT Systems**"), except as would not reasonably be expected to have a Material Adverse Effect. The Company IT Systems are adequate for, and operate and perform as required in connection with, the operation of the business of the Company in a manner consistent with similarly situated companies in the Company's industry and its subsidiaries as currently conducted, except as would not reasonably be expected to have a Material Adverse Effect. The Company and its subsidiaries have implemented commercially reasonable backup, security and disaster recovery technology consistent in all material respects with applicable regulatory standards and customary industry practices. Except as would not reasonably be expected to have a Material Adverse Effect, (a) there has been no security breach or other compromise of or relating to the Company IT Systems; (b) the Company has not been notified of, and has no knowledge of any event or condition that would reasonably be expected to result in, any such security breach or other compromise of the Company IT Systems; (c) the Company and its subsidiaries have implemented policies and procedures with respect to the Company IT Systems that are reasonably consistent with industry standards and practices, or as required by applicable regulatory standards; and (d) the Company and its subsidiaries are presently in compliance with all applicable laws or statutes, judgments, orders, rules and regulations of any court or arbitrator or governmental or regulatory authority and contractual obligations relating to the privacy and security of the Company IT Systems and to the protection of the Company IT Systems from unauthorized use, access, misappropriation or modification.

3.30 Transactions with Affiliates and Employees

Except for the transactions contemplated by the Transaction Agreements no relationship, direct or indirect, exists between or among the Company, on the one hand, and the directors, officers, stockholders, customers or suppliers of the Company, on the other hand, that is required to be described in the SEC Reports that is not so described.

3.31 No Other Representations or Warranties

Except for the representations and warranties of the Company expressly set forth in this Section 3, the SEC Reports, and the Transaction Agreements, with respect to the transactions contemplated by this Agreement, the Company (a) expressly disclaims any representations or warranties of any kind or nature, express or implied, including with respect to the condition, value or quality of the Company or any of the assets or properties of the Company, and (b) specifically disclaims any representation or warranty of merchantability, usage, suitability or fitness for any particular purpose with respect to any of the assets or properties of the Company. Notwithstanding the foregoing, in making the decision to invest in the Securities, the Purchasers will rely, and the Company agrees that the Purchasers may rely, on the information that has been provided in writing to Purchasers by the Company or on behalf of the Company, including the SEC Reports.

3.32 Merger Agreement

The Merger Agreement is in full force and effect. The Company and, to the Company's knowledge, the Target Company, have all requisite corporate power and authority to enter into the Merger Agreement and to carry out and perform their respective obligations under the terms of the Merger Agreement. The Merger Agreement has been duly authorized by the Board of Directors and executed and delivered by the Company. To the Company's knowledge, the Merger Agreement has been duly authorized by the board of directors of the Target Company. ,To the Company's knowledge, as of the Closing, all corporate action, including without limitation, all approvals, consents, and waiver of rights, on the part of the stockholders of the Company necessary for the authorization of the Merger Agreement and the Mergers will have been taken. To the Company's knowledge, as of the Closing, all corporate action on the part of the stockholders of the Target Company necessary for the authorization of the Merger Agreement and the Mergers will have been taken. The Merger Agreement constitutes the legal, valid and binding agreement of the Company and the Target Company, enforceable against each of them in accordance with its terms, except as such enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium and similar laws relating to or affecting creditors generally or by general equity principles (regardless of whether such enforceability is considered in a proceeding in equity or at law).

3.33 No Disqualification Events

No "bad actor" disqualifying event described in Rule 506(d)(1)(i)-(viii) of the Securities Act (a "**Company Disqualification Event**") is applicable to the Company or, to the knowledge of the Company, any Covered Person (as defined below), except for a Company Disqualification Event as to which Rule 506(d)(2)(ii–iv) or (d)(3), is applicable. "**Covered Person**" means, with respect to the Company as an "issuer" for purposes of Rule 506 promulgated under the Securities Act, any person listed in the first paragraph of Rule 506(d)(1). The Company is not aware of any Person (other than any Covered Person) that has been or will be paid (directly or indirectly) remuneration for solicitation of purchasers in connection with the sale of the Securities pursuant to this Agreement.

4. Representations and Warranties of Each Purchaser

Each Purchaser, severally for itself and not jointly with any other Purchaser, represents and warrants to the Company that the statements contained in this Section 4 are true and correct as of the Effective Date, and will be true and correct as of the Closing Date:

4.1 Organization

Such Purchaser is duly organized, validly existing and in good standing under the laws of the jurisdiction of its organization and has the requisite power and authority to own, lease and operate its properties and to carry on its business as now conducted.

4.2 Authorization

Such Purchaser has all requisite corporate or similar power and authority to enter into this Agreement and the other Transaction Agreements to which it will be a party and to carry out and perform its obligations hereunder and thereunder. All corporate, member or partnership action on the part of such Purchaser or its stockholders, members or partners necessary for the authorization, execution, delivery and performance of this Agreement and the other

Transaction Agreements to which it will be a party and the consummation of the other transactions contemplated herein has been taken. The signature of the Purchaser on this Agreement is genuine and the signatory to this Agreement, if the Purchaser is an individual, has the legal competence and capacity to execute the same or, if the Purchaser is not an individual, the signatory has been duly authorized to execute the same on behalf of the Purchaser. Assuming this Agreement constitutes the legal and binding agreement of the Company and assuming the accuracy of the Company's representations and warranties set forth in Section 3, this Agreement constitutes a legal, valid and binding obligation of such Purchaser, enforceable against such Purchaser in accordance with its terms, except as such enforceability may be limited or otherwise affected by bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium and/or similar laws relating to or affecting the rights of creditors generally or by general equity principles (regardless of whether such enforceability is considered in a proceeding in equity or at law).

4.3 No Conflict

The execution, delivery and performance of the Transaction Agreements by such Purchaser, the purchase of the Securities in accordance with their terms and the consummation by such Purchaser of the other transactions contemplated hereby will not conflict with or result in any violation of, breach or default by such Purchaser (with or without notice or lapse of time, or both) under, conflict with, or give rise to a right of termination, cancellation or acceleration of any obligation, a change of control right or to a loss of a material benefit under (a) any provision of the organizational documents of such Purchaser, including, without limitation, its incorporation or formation papers, bylaws, indenture of trust or partnership or operating agreement, as may be applicable or (b) any agreement or instrument, undertaking, credit facility, franchise, license, judgment, order, ruling, statute, law, ordinance, rule or regulations, applicable to such Purchaser or its respective properties or assets, except, in the case of clause (b), as would not, individually or in the aggregate, reasonably be expected to materially delay or hinder the ability of such Purchaser to perform its obligations under the Transaction Agreements (such delay or hindrance, a "**Purchaser Adverse Effect**").

4.4 Consents

All consents, approvals, orders and authorizations required on the part of such Purchaser in connection with the execution, delivery or performance of this Agreement, the issuance of the Securities and the consummation of the other transactions contemplated herein have been obtained or made, other than such consents, approvals, orders and authorizations the failure of which to make or obtain, individually or in the aggregate, would not reasonably be expected to have a Purchaser Adverse Effect.

4.5 Residency

Unless otherwise communicated by a Purchaser to the Company in writing, such Purchaser's residence (if an individual) or offices in which its investment decision with respect to the Securities was made (if an entity) are located at the address immediately below such Purchaser's name on the Schedule of Purchasers.

4.6 Brokers and Finders

Such Purchaser has not retained, utilized or been represented by any broker or finder in connection with the transactions contemplated by this Agreement whose fees the Company would be required to pay.

4.7 Investment Representations and Warranties

Such Purchaser (a) is a "qualified institutional buyer" (as defined in Rule 144A under the Securities Act) or an "accredited investor" within the meaning of Rule 501(a)(1), (2), (3) or (7) under Regulation D promulgated pursuant to the Securities Act; and (b) has such knowledge and experience in financial and business matters as to be able to protect its own interests in connection with an investment in the Securities. Each Purchaser further represents and warrants that (i) it is capable of evaluating the merits and risk of such investment, and (ii) that it has not been organized for the purpose of acquiring the Securities and is an "institutional account" as defined by FINRA Rule 4512(c). Such Purchaser understands and agrees that the offering and sale of the Securities has not been registered under the Securities Act or any applicable state securities laws and is being made in reliance upon federal and state exemptions

for transactions not involving a public offering which depend upon, among other things, the bona fide nature of the investment intent and the accuracy of such Purchaser's representations as expressed herein. Such Purchaser also understands that the offering meets (x) the exemptions from filing under FINRA Rule 5123(b)(1)(A) and (y) the institutional customer exemption under FINRA Rule 2111(b).

4.8 Intent

Each Purchaser is purchasing the Securities solely for investment purposes, for such Purchaser's own account and not for the account of others, and not with a view towards, or for offer or sale in connection with, any distribution or dissemination thereof in violation of applicable securities laws. Notwithstanding the foregoing, if such Purchaser is subscribing for the Securities as a fiduciary or agent for one or more investor accounts, such Purchaser has full investment discretion with respect to each such account, and the full power and authority to make the acknowledgements, representations and agreements herein on behalf of each owner of each such account. Each Purchaser has no present arrangement to sell the Securities to or through any person or entity. Each Purchaser understands that the Securities may not be sold unless such Securities are registered under the Securities Act or an exemption from registration is available.

4.9 Investment Experience; Ability to Protect Its Own Interests and Bear Economic Risks

Each Purchaser, or such Purchaser's professional advisors, have such knowledge and experience in finance, securities, taxation, investments and other business matters as to be capable of evaluating the merits and risks of investments of the kind described in this Agreement, and the Purchaser has had an opportunity to seek, and has sought, such accounting, legal, business and tax advice as the Purchaser has considered necessary to make an informed investment decision. By reason of the business and financial experience of such Purchaser or his, her or its professional advisors (who are not affiliated with or compensated in any way by the Company or any of its affiliates or selling agents), such Purchaser can protect his, her or its own interests in connection with the transactions described in this Agreement. Purchaser acknowledges that it (a) is a sophisticated investor, experienced in investing in private placements of equity securities and capable of evaluating investment risks independently, both in general and with regard to all transactions and investment strategies involving a security or securities and (b) has exercised independent judgment in evaluating its participation in the purchase of the Securities.

Each Purchaser acknowledges that it is aware that there are substantial risks incident to the purchase and ownership of the Securities, including those set forth in the SEC Reports and, as of the Closing, the Form S-4. Alone, or together with any professional advisor(s), such Purchaser has adequately analyzed and fully considered the risks of an investment in the Securities and determined that the Securities are a suitable investment for the Purchaser. Each Purchaser is, at this time and in the foreseeable future, able to afford the loss of his, her or its entire investment in the Securities. Such Purchaser acknowledges specifically that a possibility of total loss exists.

4.10 Tax Advisors

Such Purchaser has had the opportunity to review with such Purchaser's own tax advisors the federal, state and local tax consequences of its purchase of the Securities set forth opposite such Purchaser's name on Exhibit A, where applicable, and the transactions contemplated by this Agreement. Such Purchaser acknowledges that Purchaser shall be responsible for any of such Purchaser's tax liabilities that may arise as a result of the transactions contemplated by this Agreement, and that the Company and any of its agents have not provided any tax advice or any other representation or guarantee regarding the tax consequences of the transactions contemplated by the Agreement.

4.11 Securities Not Registered; Legends

Such Purchaser acknowledges and agrees that the Securities are being offered in a transaction not involving any public offering within the meaning of the Securities Act, and such Purchaser understands that the offer and sale of the Securities have not been registered under the Securities Act, by reason of their issuance by the Company in a transaction exempt from the registration requirements of the Securities Act, and that the Securities must continue to be held and may not be offered, resold, transferred, pledged or otherwise disposed of by such Purchaser unless a subsequent disposition thereof is registered under the Securities Act or is exempt from such registration and in each

case in accordance with any applicable securities laws of any state of the United States. Such Purchaser understands that the exemptions from registration afforded by Rule 144 (the provisions of which are known to it) promulgated under the Securities Act depend on the satisfaction of various conditions including, but not limited to, the time and manner of sale, the holding period and on requirements relating to the Company which are outside of such Purchaser's control and which the Company may not be able to satisfy, and that, if applicable, Rule 144 may afford the basis for sales only in limited amounts. Such Purchaser acknowledges and agrees that it has been advised to consult legal counsel prior to making any offer, resale, transfer, pledge or disposition of any of the Securities. Such Purchaser acknowledges that no federal or state agency has passed upon or endorsed the merits of the offering of the Securities or made any findings or determination as to the fairness of this investment.

Each Purchaser understands that the Securities may bear the following legend:

> "THE SECURITIES EVIDENCED HEREBY HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), OR ANY OTHER APPLICABLE SECURITIES LAWS AND HAVE BEEN ISSUED IN RELIANCE UPON AN EXEMPTION FROM THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT AND SUCH OTHER SECURITIES LAWS. NEITHER THIS SECURITY NOR ANY INTEREST OR PARTICIPATION HEREIN MAY BE REOFFERED, SOLD, ASSIGNED, TRANSFERRED, PLEDGED, ENCUMBERED, HYPOTHECATED OR OTHERWISE DISPOSED OF, EXCEPT PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT UNDER THE SECURITIES ACT OR PURSUANT TO A TRANSACTION WHICH IS EXEMPT FROM, OR NOT SUBJECT TO, SUCH REGISTRATION, IN EACH CASE IN ACCORDANCE WITH ALL APPLICABLE SECURITIES LAWS."

In addition, the Securities may contain a legend regarding affiliate status of the Purchaser, if applicable.

4.12 Reserved.

4.13 Reliance by the Company

Such Purchaser acknowledges that the Company will rely upon the truth and accuracy of, and the Purchaser's compliance with, the representations, warranties, agreements, acknowledgements and understandings of such Purchaser set forth herein.

4.14 No General Solicitation

The Purchaser acknowledges and agrees that the Purchaser is purchasing the Securities directly from the Company. Purchaser became aware of this offering of the Securities solely by means of direct contact from the Company or the Target Company as a result of a pre-existing, substantive relationship with the Company or the Target Company, and/or their respective advisors (including, without limitation, attorneys, accountants, bankers, consultants and financial advisors), agents, control persons, representatives, affiliates, directors, officers, managers, members, and/or employees, and/or the representatives of such persons. The Securities were offered to Purchaser solely by direct contact between Purchaser and the Company, the Target Company, and/or their respective representatives. Purchaser did not become aware of this offering of the Securities, nor were the Securities offered to Purchaser, by any other means, and none of the Company, the Target Company and/or their respective representatives acted as investment advisor, broker or dealer to Purchaser. The Purchaser is not purchasing the Securities as a result of any advertisement or, to its knowledge, general solicitation, within the meaning of the Securities Act.

4.15 No Reliance

The Purchaser further acknowledges that there have not been and Purchaser hereby agrees that it is not relying on and has not relied on, any statements, representations, warranties, covenants or agreements made to the Purchaser by or on behalf of the Company, any of its affiliates or any control persons, officers, directors, employees, partners, agents or representatives of any of the foregoing or any other person or entity , expressly or by implication, other than the SEC Reports and those representations, warranties and covenants of the Company expressly set forth in this Agreement and the Transaction Agreements. Notwithstanding the foregoing, the Company shall be responsible for

the accuracy and completeness of any other information provided to the Purchaser. Purchaser acknowledges that certain information provided by the Company was based on projections, and such projections were prepared based on assumptions and estimates that are inherently uncertain and are subject to a wide variety of significant business, economic and competitive risks and uncertainties that could cause actual results to differ materially from those contained in the projections.

4.16 Access to Information

In making its decision to purchase the Securities, Purchaser has relied solely upon independent investigation made by Purchaser and upon the representations, warranties and covenants set forth herein. The Purchaser acknowledges and agrees that the Purchaser has received such information as the Purchaser deems necessary in order to make an investment decision with respect to the Securities, including, with respect to the Company and the Merger. Without limiting the generality of the foregoing, the Purchaser acknowledges that such Purchaser has had the opportunity to review the SEC Reports and prior to the Closing, the Form S-4. The Purchaser acknowledges and agrees that the Purchaser and the Purchaser's professional advisor(s), if any, have had the opportunity to ask such questions, receive such answers and obtain such information as the Purchaser and such Purchaser's professional advisor(s), if any, have deemed necessary to complete its own independent due diligence investigation and to make an investment decision with respect to the Securities and that the Purchaser has independently made his, her or its own analysis and decision to invest in the Company.

4.17 Short Sales

Between the time the Purchaser learned about the offering contemplated by this Agreement and the public announcement of the offering (or the earlier termination of this Agreement), the Purchaser has not engaged in any Short Sales or similar transactions with respect to the Common Stock or any securities exchangeable or convertible for Common Stock, nor has the Purchaser, directly or indirectly, caused any person to engage in any Short Sales or similar transactions with respect to the Common Stock.

4.18 Disqualification Event

To the extent the Purchaser is one of the covered persons identified in Rule 506(d)(1), the Purchaser represents that no disqualifying event described in Rule 506(d)(1)(i-viii) of the Securities Act (a "**Disqualification Event**") is applicable to the Purchaser or any of its Rule 506(d) Related Parties (as defined below), except, if applicable, for a Disqualification Event as to which Rule 506(d)(2)(ii) or (iii) or (d)(3) is applicable. The Purchaser hereby agrees that it shall notify the Company promptly in writing in the event a Disqualification Event becomes applicable to the Purchaser or any of its Rule 506(d) Related Parties, except, if applicable, for a Disqualification Event as to which Rule 506(d)(2)(ii) or (iii) or (d)(3) is applicable. For purposes of this section, "**Rule 506(d) Related Party**" shall mean a person or entity that is a beneficial owner of the Purchaser's securities for purposes of Rule 506(d) of the Securities Act.

5. Covenants

5.1 Further Assurances

At or prior to the Closing, each party agrees to cooperate with each other and their respective officers, employees, attorneys, accountants and other agents, and, generally, do such other reasonable acts and things in good faith as may be necessary to effectuate the intents and purposes of this Agreement, subject to the terms and conditions hereof and compliance with applicable law, including taking reasonable action to facilitate the filing of any document or the taking of reasonable action to assist the other parties hereto in complying with the terms hereof. The Purchaser acknowledges that the Company will rely on the acknowledgments, understandings, agreements, representations and warranties contained in this Agreement. Prior to the Closing, the Purchaser agrees to promptly notify the Company if any of the acknowledgments, understandings, agreements, representations and warranties set forth in Section 4 of this Agreement are no longer accurate, and the Company agrees to promptly notify each Purchaser if any of the acknowledgments, understandings, agreements, representations and warranties set forth in Section 3 of this Agreement are no longer accurate.

5.2 Listing

The Company shall cause the Securities to be listed on the Nasdaq Capital Market prior to or at the Closing [or subject to the Registration Rights Agreement] and shall use its commercially reasonable efforts to maintain the listing of its Common Stock on the Nasdaq Capital Market for so long as any Purchaser holds Securities.

5.3 Reserved.

5.4 Disclosure of Transactions and Other Material Information

The Company shall (i) if this Agreement is signed on a day that is not a business day or before midnight (New York City time) on any business day, by 9:00 a.m., New York City time, on the first (1st) business day immediately following the date hereof and (ii) if this Agreement is signed between midnight (New York City time) and 9:00 a.m. (New York City time) on any business day, no later than 9:29 a.m. (New York City time), on the date hereof (the "**Disclosure Deadline**"), issue one or more press releases and (b) file with the SEC a Current Report on Form 8-K (collectively, the "**Disclosure Document**") disclosing (i) all material terms of the transactions contemplated hereby, by the other Transaction Agreements and the Merger Agreement and (ii) all other material non-public information pertaining to the Company or the Target Company and each of their respective operations, to the extent such information has been provided or made available to any of the Purchasers (and including as exhibits to such Current Report on Form 8-K, the Merger Agreement and the forms of the material Transaction Agreements (including, without limitation, the form of this Agreement and the form of the Registration Rights Agreement)). Upon the issuance of the Disclosure Document, no Purchaser shall be held responsible for being in possession of any material, non-public information received unintentionally from the Company or any of its officers, directors, or employees or agents that is not disclosed in the Disclosure Document. From and after the issuance of the Disclosure Document, the Company shall not provide material non-public information to any Purchaser, unless otherwise specifically agreed in writing by such Purchaser prior to any such disclosure. Notwithstanding anything in this Agreement to the contrary, the Company shall not publicly disclose the name of any Purchaser or any of its Affiliates or advisers, or include the name of any Purchaser or any of its Affiliates or advisers in any press release or filing with the SEC (other than the Registration Statement) or any regulatory agency, without the prior written consent of such Purchaser, except (a) as required by the federal securities law in connection with (i) any registration statement contemplated by the Registration Rights Agreement (which shall be subject to review by the Purchaser in accordance with the terms of the Registration Rights Agreement) and (ii) the filing of final forms of the Transaction Agreements with the SEC or pursuant to other routine proceedings of regulatory authorities, or (b) to the extent such disclosure is required by law, at the request of the staff of the SEC or regulatory agency or under the regulations of the Nasdaq Capital Market, in which case the Company will provide the Purchaser with prior written notice (including by e-mail) of and an opportunity to review such required disclosure under this clause (b). Upon the earlier of (i) the Disclosure Deadline and (ii) the issuance and filing, as applicable, of the Disclosure Document, each Purchaser shall no longer be subject to any confidentiality or similar obligations under any current agreement, whether written or oral, with the Company or any of its officers, directors, affiliates, employees or agents. The Company understands and confirms that the Purchasers and their respective Affiliates will rely on the forgoing representations in effecting transactions in securities of the Company.

5.5 Integration

The Company has not sold, offered for sale or solicited offers to buy and shall not, and shall use its commercially reasonable efforts to ensure that no Affiliate of the Company shall, sell, offer for sale or solicit offers to buy or otherwise negotiate in respect of any security (as defined in Section 2 of the Securities Act) that will be integrated with the offer or sale of the Securities in a manner that would require the registration under the Securities Act of the sale of the Securities to the Purchasers, or that will be integrated with the offer or sale of the Securities for purposes of the rules and regulations of any National Exchange such that it would require stockholder approval prior to the closing of such other transaction unless stockholder approval is obtained before the closing of such subsequent transaction.

5.6 Use of Proceeds

The Company shall use the proceeds from the sale of the Securities for working capital and general corporate purposes.

5.7 Removal of Legends

(a) In connection with any sale, assignment, transfer or other disposition of the Securities by a Purchaser pursuant to Rule 144 or pursuant to any other exemption under the Securities Act such that the purchaser acquires freely tradable shares and upon compliance by the Purchaser with the requirements of this Agreement, if requested by the Purchaser, the Company shall request the Transfer Agent to remove any restrictive legends related to the book entry account holding such shares and make a new, unlegended entry for such book entry shares sold or disposed of without restrictive legends within the earlier of (i) two (2) business days and (ii) the Standard Settlement Period, in each case, of any such request therefor from such Purchaser, provided that the Company has timely received from the Purchaser customary representations and other documentation reasonably acceptable to the Company in connection therewith. The Company shall be responsible for the fees of its Transfer Agent, its legal counsel and all DTC fees associated with such legend removal.

(b) Subject to receipt from the Purchaser by the Company and the Transfer Agent of customary representations and other documentation reasonably acceptable to the Company and the Transfer Agent in connection therewith, upon the earliest of such time as the Securities (i) have been registered under the Securities Act pursuant to an effective registration statement, (ii) have been sold pursuant to Rule 144, or (iii) are eligible for resale under Rule 144(b)(1) or any successor provision, the Company shall, in accordance with the provisions of this Section 5.7(b) and with respect to legend removal pursuant to the foregoing clauses (i) through (iii) within the earlier of (x) two (2) business days and (y) the Standard Settlement Period, in each case, of any request therefor from a Purchaser accompanied by such customary and reasonably acceptable documentation referred to above, (A) deliver to the Transfer Agent irrevocable instructions that the Transfer Agent shall make a new, unlegended entry for such book entry shares, and (B) cause its counsel to deliver to the Transfer Agent one or more opinions to the effect that the removal of such legends in such circumstances may be effected under the Securities Act if required by the Transfer Agent to effect the removal of the legend in accordance with the provisions of this Agreement. Any shares subject to legend removal under this Section 5.7 may be transmitted by the Transfer Agent to the Purchaser by crediting the account of the Purchaser's prime broker with the DTC System as directed by such Purchaser. The Company shall be responsible for the fees of its Transfer Agent and all DTC fees associated with such issuance.

5.8 Pledge of Securities

The Company acknowledges and agrees that the Securities may be pledged by a Purchaser in connection with a bona fide margin agreement or other loan or financing arrangement that is secured by the Securities. The pledge of Securities shall not be deemed to be a transfer, sale or assignment of the Securities hereunder, and no Purchaser effecting a pledge of Securities shall be required to provide the Company with any notice thereof or otherwise make any delivery to the Company pursuant to this Agreement. The Company hereby agrees to execute and deliver such documentation as a pledgee of the Securities may reasonably request in connection with a pledge of the Securities to such pledgee by a Purchaser; provided that any and all costs to effect the pledge of the Securities are borne by the pledgor and/or pledgee and not the Company.

5.9 Indemnification of Purchasers

Subject to the provisions of this Section 5.9, the Company will indemnify and hold each Purchaser and its directors, officers, shareholders, members, partners, employees, investment advisers and agents (and any other Persons with a functionally equivalent role of a Person holding such titles notwithstanding a lack of such title or any other title), each Person who controls such Purchaser (within the meaning of Section 15 of the Securities Act and Section 20 of the Exchange Act), and the directors, officers, shareholders, agents, members, partners, investment advisers or employees (and any other Persons with a functionally equivalent role of a Person holding such titles notwithstanding a lack of such title or any other title) of such controlling persons (each, a "**Purchaser Party**") harmless from any and all losses, liabilities, obligations, claims, contingencies, damages, costs and expenses, including all judgments, amounts paid in settlements, court costs and reasonable attorneys' fees and costs of investigation that any such Purchaser Party may suffer or incur as a result of or relating to (i) any breach of any of the representations, warranties,

covenants or agreements made by the Company in this Agreement or in the Registration Rights Agreement or (ii) any action instituted against a Purchaser in any capacity, or any Purchaser Party, by any stockholder of the Company who is not an Affiliate of such Purchaser seeking indemnification, with respect to any of the transactions contemplated by this Agreement or the Registration Rights Agreement (unless such action is based upon a breach of such Purchaser's representations, warranties or covenants under this Agreement or the Registration Rights Agreement, or any agreements or understandings such Purchaser may have with any such stockholder or any violations by the Purchaser of state or federal securities Laws or any conduct by such Purchaser which constitutes fraud, gross negligence, willful misconduct or malfeasance). Promptly after receipt by any such Person (the "**Indemnified Person**") of notice of any demand, claim or circumstances that would or may give rise to a claim or the commencement of any proceeding or investigation in respect of which indemnity may be sought pursuant to this Section 5.9, such Indemnified Person shall promptly notify the Company in writing and the Company shall assume the defense thereof, including the employment of counsel reasonably satisfactory to such Indemnified Person, and shall assume the payment of all fees and expenses relating to such proceeding or investigation; provided, however, that the failure of any Indemnified Person so to notify the Company shall not relieve the Company of its obligations hereunder except to the extent that the Company is actually and materially prejudiced by such failure to notify. In any such proceeding, any Indemnified Person shall have the right to retain its own counsel, but the fees and expenses of such counsel shall be at the expense of such Indemnified Person unless: (i) the Company and the Indemnified Person shall have mutually agreed to the retention of such counsel; (ii) the Company shall have failed promptly to assume the defense of such proceeding and to employ counsel reasonably satisfactory to such Indemnified Person in such proceeding; or (iii) in the reasonable judgment of counsel to such Indemnified Person, representation of both parties by the same counsel would be inappropriate due to actual or potential differing interests between them. In the event of the circumstances described in the foregoing clause (iii), if the Indemnified Person notifies the Company in writing that such Indemnified Person elects to employ separate counsel at the expense of the Company, then the Company shall not have the right to assume the defense of such claim on behalf of such Indemnified Person. The Company shall not be liable for any settlement of any proceeding effected without its prior written consent, which consent shall not be unreasonably withheld, delayed or conditioned or to the extent fees or costs incurred pursuant to this Section 5.9 are attributable to the Indemnified Person's breach of any of the representations, warranties, covenants or agreements made by the Purchasers in this Agreement or the Registration Rights Agreement. The Company will not, except with the prior written consent of the Indemnified Person, effect any settlement of or consent to the entry of any judgment with respect to any proceeding in respect of which any Indemnified Person is or could have been a party and indemnity could have been sought hereunder by such Indemnified Person, unless such settlement (i) includes an unconditional release of such Indemnified Person from all liability in respect of or arising out of such claims or proceedings that are the subject matter of such proceeding, (ii) imposes no liability or obligation on the Indemnified Person and (iii) does not include any admission of fault, culpability, wrongdoing or malfeasance.

5.10 Lock-Up Agreements

The Company shall not amend, modify, waive or terminate any provision of any of the Lock-Up Agreements without the prior written consent of the Requisite Purchasers and shall enforce the provisions of each Lock-Up Agreement in accordance with its terms. If any party to a Lock-Up Agreement breaches any provision of a Lock-Up Agreement, the Company shall promptly use its commercially reasonable efforts to seek specific performance of the terms of such Lock-Up Agreement.

6. Conditions of Closing

6.1 Conditions to the Obligation of the Purchasers

The several obligations of each Purchaser to consummate the transactions to be consummated at the Closing, and to purchase and pay for the Securities being purchased by it at the Closing pursuant to this Agreement, are subject to the satisfaction or waiver in writing by each Purchaser solely as to itself of the following conditions precedent:

(a) Representations and Warranties. The representations and warranties of the Company contained herein shall be true and correct on and as of the Closing with the same force and effect as though made immediately prior to the Closing (it being understood and agreed by each Purchaser that for purposes of this Section 6.1(a), in the case of any representation and warranty of the Company contained herein (i) which is not hereinabove qualified by application thereto of a materiality standard, such representation and warranty need be true and correct only in all

material respects or (ii) which is made as of a specific date, such representation and warranty need be true and correct only as of such specific date) and consummation of the Closing shall constitute a reaffirmation by the Company of each of the representations and warranties of the Company contained in this Agreement as of the Closing.

(b) Performance. The Company shall have performed in all material respects all obligations and conditions herein required to be performed or observed by the Company on or prior to the Closing Date.

(c) No Injunction. The purchase of and payment for the Securities by each Purchaser shall not be prohibited or enjoined by any law or governmental or court order or regulation and no such prohibition shall have been threatened in writing.

(d) Consents. The Company shall have obtained the consents (including stockholder consents and waivers, if applicable), permits, approvals, registrations and waivers necessary for the consummation of the purchase and sale of the Securities and the consummation of the other transactions contemplated by the Transaction Agreements.

(e) Adverse Changes. Since the date hereof, no event or series of events shall have occurred that has had or would reasonably be expected to have a Material Adverse Effect.

(f) Closing of Merger. All conditions precedent to the consummation of the Merger set forth in the Merger Agreement, shall have been satisfied or waived by the party entitled to the benefit thereof, and the Merger shall become effective concurrently with the Closing.

(g) Compliance Certificate. The Chief Executive Officer of the Company shall deliver to the Purchasers at the Closing Date a certificate certifying that the conditions specified in Sections 6.1(a) (Representations and Warranties) and 6.1(b) (Performance of this Agreement) have been fulfilled. Failure to deliver such certificate or in case the conditions have not been fulfilled, the Purchasers shall have the right to terminate this Agreement without any liability.

(h) Registration Rights Agreement. The Company shall have executed and delivered the Registration Rights Agreement in the form attached hereto as Exhibit B (the "**Registration Rights Agreement**") to the Purchasers.

(i) Form S-4. The Form S-4 shall have become effective in accordance with the provisions of the Securities Act, and shall not be subject to any stop order or proceeding (or threatened proceeding by the SEC) seeking a stop order with respect to the Form S-4 that has not been withdrawn.

6.2 Conditions to the Obligation of the Company

The obligation of the Company to consummate the transactions to be consummated at the Closing, and to issue and sell to each Purchaser the Securities to be purchased by it at the Closing pursuant to this Agreement, is subject to the satisfaction or waiver in writing of the following conditions precedent:

(a) Representations and Warranties. The representations and warranties contained herein of such Purchaser shall be true and correct on and as of the Closing Date, with the same force and effect as though made on and as of the Closing Date (it being understood and agreed by the Company that, in the case of any representation and warranty of such Purchaser contained herein which is not hereinabove qualified by application thereto of a materiality standard, such representation and warranty need be true and correct only in all material respects) and Purchaser's participation in the Closing shall constitute a reaffirmation by such Purchaser of each of the representations, warranties, covenants and agreements of such Purchaser contained in this Agreement as of the Closing Date.

(b) Performance. Such Purchaser shall have performed in all material respects all obligations and conditions herein required to be performed or observed by such Purchaser on or prior to the Closing Date.

(c) Injunction. The purchase of and payment for the Securities by such Purchaser shall not be prohibited or enjoined by any law or governmental or court order or regulation.

(d) Closing of Merger. All conditions precedent to the consummation of the Merger set forth in the Merger Agreement shall have been satisfied or waived by the party entitled to the benefit thereof, and the Merger shall have become effective.

(e) Registration Rights Agreement. Such Purchaser shall have executed and delivered the Registration Rights Agreement to the Company.

(f) Payment. The Company shall have received payment, by wire transfer of immediately available funds, in the full amount of the purchase price for the Securities being purchased by such Purchaser at the Closing as set forth in Exhibit A.

7. Termination

7.1 Conditions of Termination

This Agreement shall terminate and be void and of no further force and effect, and all obligations of the parties hereunder shall terminate without any further liability on the part of any party in respect thereof, upon the earlier to occur of (a) such date and time that the Merger Agreement is terminated in accordance with its terms, (b) with respect to any individual Purchaser, upon the mutual written agreement of the Company and such Purchaser, (c) if, on the Closing Date, any of the conditions of Closing set forth in Section 6 have not been satisfied as of the time required hereunder to be so satisfied or waived by the party entitled to grant such waiver, or are not capable of being satisfied and, as a result thereof, the transactions contemplated by this Agreement will not be and are not consummated, or (d) if the Closing has not occurred on or before the End Date (as defined in and as it may be extended in accordance with the Merger Agreement as in effect on the date hereof), other than as a result of a Willful Breach of a Purchaser's obligations hereunder; *provided, however*, that nothing herein shall relieve any party to this Agreement of any liability for common law fraud or for any Willful Breach of any representation, warranty, covenant, obligation or other provision contained in this Agreement and each party will be entitled to any remedies at law or in equity to recover losses, liabilities or damages arising from any such Willful Breach. Upon the termination of this Agreement in accordance with this Section 7, except as set forth in the proviso to the immediately preceding sentence of this Section 7, this Agreement shall be void and of no further effect and any portion of the Purchase Price paid by any Purchaser to Company in connection herewith shall promptly following such termination be returned to such Purchaser. "**Willful Breach**" means a deliberate act or deliberate failure to act, taken with the actual knowledge that such act or failure to act would result in or constitute a material breach of this Agreement. The Company shall notify Purchaser of the termination of the Merger Agreement promptly after the termination thereof.

8. Miscellaneous Provisions

8.1 Public Statements or Releases

Except as set forth in Section 5.4, neither the Company nor any Purchaser shall make any public announcement with respect to the existence or terms of this Agreement or the transactions provided for herein without the prior approval of the other parties. Notwithstanding the foregoing, and subject to compliance with Section 5.4, nothing in this Section 8.1 shall prevent any party from making any public announcement it considers necessary in order to satisfy its obligations under the law, including applicable securities laws, or under the rules of any national securities exchange.

8.2 Interpretation

The words "hereof," "herein" and "hereunder" and words of similar import when used in this Agreement will refer to this Agreement as a whole and not to any particular provision of this Agreement, and section and subsection references are to this Agreement unless otherwise specified. The headings in this Agreement are included for convenience of reference only and will not limit or otherwise affect the meaning or interpretation of this Agreement. Whenever the words "include," "includes" or "including" are used in this Agreement, they will be deemed to be followed by the words "without limitation." The phrases "the date of this Agreement," "the date hereof" and terms of similar import, unless the context otherwise requires, will be deemed to refer to the date set forth in the first paragraph

of this Agreement. The meanings given to terms defined herein will be equally applicable to both the singular and plural forms of such terms. All matters to be agreed to by any party hereto must be agreed to in writing by such party unless otherwise indicated herein. References to agreements, policies, standards, guidelines or instruments, or to statutes or regulations, are to such agreements, policies, standards, guidelines or instruments, or statutes or regulations, as amended or supplemented from time to time (or to successors thereto).

8.3 Notices

Any notices or other communications required or permitted to be given hereunder shall be in writing and shall be deemed to be given (a) when delivered if personally delivered to the party for whom it is intended, (b) when delivered, if sent by electronic mail during normal business hours of the recipient, and if not sent during normal business hours, then on the recipient's next business day following delivery, (c) three (3) days after having been sent by certified or registered mail, return-receipt requested and postage prepaid, or (d) one (1) business day after deposit with a nationally recognized overnight courier, freight prepaid, specifying next business day delivery, with written verification of receipt:

(a) If to the Company (on or prior to the Closing Date), addressed as follows:

ReShape Lifesciences Inc.
18 Technology Drive, Suite 110
Irvine, California 92618
Attention: Paul F. Hickey, Chief Executive Officer
Email: phickey@reshapelifesci.com

with a copy (which shall not constitute notice) to:

Fox Rothschild LLP
33 South Sixth Street, Suite 3600
Minneapolis, MN 55402
Attention: Brett R. Hanson
Email: bhanson@foxrothschild.com

If to the Company (following the Closing Date):

Vyome Therapeutics, Inc.
100, Overlook Center, 2nd Floor
Princeton NJ 08540
Attention: Venkat Nelabhotla, Chief Executive Officer
Email: nvenkat@vyometx.com

with a copy (which shall not constitute notice) to:

Sichenzia Ross Ference Carmel LLP
1185 Avenue of the Americas, 31st floor, New York, NY 10036
Attention: Gregory Sichenzia
Email: gsichenzia@srfc.law

(b) If to any Purchaser, at its address set forth on Exhibit A or to such e-mail address or address as subsequently modified by written notice given in accordance with this Section 8.3.

Any Person may change the address to which notices and communications to it are to be addressed by notification as provided for herein.

8.4 Severability

If any part or provision of this Agreement is held unenforceable or in conflict with the applicable laws or regulations of any jurisdiction, the invalid or unenforceable part or provisions shall be replaced with a provision which accomplishes, to the extent possible, the original business purpose of such part or provision in a valid and enforceable manner, and the remainder of this Agreement shall remain binding upon the parties hereto.

8.5 Governing Law; Submission to Jurisdiction; Venue; Waiver of Trial by Jury

(a) This Agreement shall be governed by, and construed in accordance with, the laws of the State of Delaware, or any other jurisdiction that would call for the application of the substantive Laws of any jurisdiction other than the State of Delaware.

(b) The Company and each of the Purchasers hereby irrevocably and unconditionally:

(i) submits for itself and its property in any legal action or proceeding relating solely to this Agreement or the transactions contemplated hereby, to the general jurisdiction of the any state court or United States Federal court sitting in the City of Wilmington, New Castle County, Delaware;

(ii) consents that any such action or proceeding may be brought in such courts, and waives any objection that it may now or hereafter have to the venue of any such action or proceeding in any such court or that such action or proceeding was brought in an inconvenient court and agrees not to plead or claim the same to the extent permitted by applicable law;

(iii) agrees that service of process in any such action or proceeding may be effected by mailing a copy thereof by registered or certified mail (or any substantially similar form of mail), courier, or electronic mail, postage prepaid, to the party, as the case may be, at its address set forth in Section 8.3 or at such other address of which the other party shall have been notified pursuant thereto;

(iv) agrees that nothing herein shall affect the right to effect service of process in any other manner permitted by law or shall limit the right to sue in any other jurisdiction for recognition and enforcement of any judgment or if jurisdiction in the courts referenced in the foregoing clause (i) are not available despite the intentions of the parties hereto;

(v) agrees that final judgment in any such suit, action or proceeding brought in such a court may be enforced in the courts of any jurisdiction to which such party is subject by a suit upon such judgment, provided that service of process is effected upon such party in the manner specified herein or as otherwise permitted by law;

(vi) agrees that to the extent that such party has or hereafter may acquire any immunity from jurisdiction of any court or from any legal process with respect to itself or its property, such party hereby irrevocably waives such immunity in respect of its obligations under this Agreement, to the extent permitted by law; and

(vii) irrevocably and unconditionally waives trial by jury in any legal action or proceeding in relation to this Agreement.

8.6 Waiver

No waiver of any term, provision or condition of this Agreement, whether by conduct or otherwise, in any one or more instances, shall be deemed to be, or be construed as, a further or continuing waiver of any such term, provision or condition or as a waiver of any other term, provision or condition of this Agreement.

8.7 Expenses

Except as otherwise agreed in writing, each party shall pay its own out-of-pocket fees and expenses, including the fees and expenses of attorneys, accountants and consultants employed by such party, incurred in connection with the proposed investment in the Securities, the negotiation of the Transaction Agreements and the consummation of the transactions contemplated thereby.

8.8 Assignment

None of the parties may assign its rights or obligations under this Agreement or designate another person (i) to perform all or part of its obligations under this Agreement or (ii) to have all or part of its rights and benefits under this Agreement, in each case without the prior written consent of (x) the Company, in the case of a Purchaser and (y) the Purchasers, in the case of the Company, provided that a Purchaser may, without the prior consent of the Company, assign its rights to purchase the Securities hereunder to any of its affiliates or to any other investment funds or accounts managed or advised by the investment manager who acts on behalf of Purchaser (provided each such assignee agrees to be bound by the terms of this Agreement and makes the same representations and warranties set forth in Section 4 hereof). In the event of any assignment in accordance with the terms of this Agreement, the assignee shall specifically assume and be bound by the provisions of this Agreement by executing a writing agreeing to be bound by and subject to the provisions of this Agreement and shall deliver an executed counterpart signature page to this Agreement and, notwithstanding such assumption or agreement to be bound hereby by an assignee, no such assignment shall relieve any party assigning any interest hereunder from its obligations or liability pursuant to this Agreement.

8.9 Confidential Information

(a) Each Purchaser covenants that until such time as the transactions contemplated by this Agreement are publicly disclosed by the Company (or the earlier termination of this Agreement), such Purchaser will maintain the confidentiality of all disclosures made to it in connection with this transaction (including the existence and terms of this transaction), other than to such Purchaser's affiliates, outside attorney, accountant, auditor or investment advisor only to the extent necessary to permit evaluation of the investment, and the performance of the necessary or required tax, accounting, financial, legal, or administrative tasks and services and other than as may be required by law.

(b) The Company may request from any Purchaser such additional information as the Company may deem reasonably necessary to evaluate the eligibility of the Purchaser to acquire the Securities, and the Purchaser shall promptly provide such information as may reasonably be requested to the extent readily available; provided, that the Company agrees to keep any such information provided by the Purchaser confidential, except (i) as required by the federal securities laws, rules or regulations and (ii) to the extent such disclosure is required by other laws, rules or regulations, at the request of the staff of the SEC or regulatory agency or under the regulations of the Nasdaq Stock Market. The Purchaser acknowledges that the Company may file a form of this Agreement with the SEC as an exhibit to a periodic report or a registration statement of the Company.

8.10 Reserved.

8.11 Third Parties

Nothing in this Agreement, express or implied, is intended to confer on any Person other than the parties to this Agreement any rights, remedies, claims, benefits, obligations or liabilities under or by reason of this Agreement, and no Person that is not a party to this Agreement (including, without limitation, any partner, member, shareholder, director, officer, employee or other beneficial owner of any party to this Agreement, in its own capacity as such or in bringing a derivative action on behalf of a party to this Agreement) shall have any standing as a third party beneficiary with respect to this Agreement or the transactions contemplated hereby. Notwithstanding the foregoing, the Purchasers and the Company acknowledge and agree that the Target Company shall be entitled to seek to specifically enforce the Purchasers' obligations to purchase the Securities hereunder and the Company's obligations to issue the Securities hereunder.

8.12 Independent Nature of Purchasers' Obligations and Right

The obligations of each Purchaser under this Agreement are several and not joint with the obligations of any other Purchaser, and no Purchaser shall be responsible in any way for the performance of the obligations of any other Purchaser under this Agreement. Nothing contained herein, and no action taken by any Purchaser pursuant hereto, shall be deemed to constitute the Purchasers as, and the Company acknowledges that the Purchasers do not so constitute, a partnership, an association, a joint venture or any other kind of entity, or create a presumption that the

Purchasers are in any way acting in concert or as a group (including a "group" within the meaning of Section 13(d)(3) of the 1934 Act), and the Company will not assert any such claim with respect to such obligations or the transactions contemplated by this Agreement and the Company acknowledges that the Purchasers are not acting in concert or as a group with respect to such obligations or the transactions contemplated by this Agreement. The Company acknowledges and each Purchaser confirms that it has independently participated in the negotiation of the transaction contemplated hereby with the advice of its own counsel and advisors. It is expressly understood that each provision contained in this Agreement is between the Company and a Purchaser, solely, and not between the Company and the Purchasers collectively and not between and among the Purchasers. Each Purchaser shall be entitled to independently protect and enforce its rights, including, without limitation, the rights arising out of this Agreement, and it shall not be necessary for any other Purchaser to be joined as an additional party in any proceeding for such purpose. The Company has elected to provide all Purchasers with the same terms and Transaction Agreements for the convenience of the Company and not because it was required or requested to do so by any Purchaser.

8.13 Equal Treatment of Purchasers

No consideration shall be offered or paid to any Purchaser to amend this Agreement or consent to a waiver or modification of any provision of this Agreement unless the same consideration is also offered to all of the Purchasers. For clarification purposes, this provision constitutes a separate right granted to each Purchaser by the Company and negotiated separately by each Purchaser and shall not in any way be construed as the Purchasers acting in concert or as a group with respect to the purchase, disposition or voting of shares of Common Stock or otherwise.

8.14 Counterparts

This Agreement may be signed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one instrument.

8.15 Entire Agreement; Amendments

This Agreement and the other Transaction Agreements constitute the entire agreement between the parties hereto respecting the subject matter hereof and supersede all prior agreements, negotiations, understandings, representations and statements respecting the subject matter hereof, whether written or oral. No modification, alteration, or change in any of the terms of this Agreement shall be valid or binding upon the parties hereto unless made in writing and duly executed by the Company and (i) prior to the Closing, the Purchasers of at least a majority of the Securities to be purchased hereunder or (ii) following the Closing, the Purchasers holding at least a majority of the Securities still held at the time of such modification, alteration or change (such parties in (i) and (ii), the "**Requisite Purchasers**"). Notwithstanding the foregoing, this Agreement may not be amended and the observance of any term of this Agreement may not be waived with respect to any Purchaser without the written consent of such Purchaser unless such amendment or waiver applies to all Purchasers in the same fashion and provided that the consent of each Purchaser is required for (a) the waiver of any of the conditions set forth in Section 6.1(f), Section 6.1(g), or Section 6.1(h) or (b) the Purchase Price (including, without limitation, any amendment to the Merger Agreement that would increase the Purchase Price) or the type of security to be issued hereunder. The Company, on the one hand, and each Purchaser, on the other hand, may by an instrument signed in writing by such parties waive the performance, compliance or satisfaction by such Purchaser or the Company, respectively, with any term or provision hereof or any condition hereto to be performed, complied with or satisfied by such Purchaser or the Company, respectively.

8.16 Survival

The covenants, representations and warranties made by each party hereto contained in this Agreement shall survive the Closing and the delivery of the Securities in accordance with their respective terms. Each Purchaser shall be responsible only for its own representations, warranties, agreements and covenants hereunder.

8.17 Mutual Drafting

This Agreement is the joint product of each Purchaser and the Company and each provision hereof has been subject to the mutual consultation, negotiation and agreement of such parties and shall not be construed for or against any party hereto.

8.18 Additional Matters

For the avoidance of doubt, the parties acknowledge and confirm that the terms and conditions of the Securities were determined as a result of arm's-length negotiations.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

COMPANY:

RESHAPE LIFESCIENCES INC.

By: _____
Name: Paul F. Hickey
Title: President and Chief Executive Officer

(Signature Page to Subscription Agreement)

Exhibit 10.3

VOTING AND SUPPORT AGREEMENT

AMONG

RESHAPE LIFESCIENCES INC.

AND

CERTAIN STOCKHOLDERS OF VYOME THERAPEUTICS, INC.

DATED AS OF

[·], 2024

VOTING AND SUPPORT AGREEMENT dated as of [·], 2024 (this "Agreement"), among ReShape Lifesciences Inc., a Delaware corporation ("ReShape"), and each of the individuals and entities listed on the signature pages hereto (each, a "Stockholder" and, collectively, the "Stockholders").

INTRODUCTION

WHEREAS, each Stockholder is, as of the date hereof, the record and beneficial owner (for purposes of this Agreement, "beneficial owner" (including "beneficially own" and other correlative terms) shall have the meaning set forth in Rule 13d-3 promulgated under the Securities Exchange Act of 1934, as amended (together with the rules and regulations promulgated thereunder, the "1934 Act")) of the number of shares of Vyome Common Stock and/or Vyome Preferred Stock (the "Vyome Shares"), as set forth opposite the name of such Stockholder on Schedule I hereto;

WHEREAS, ReShape, Vyome Therapeutics, Inc., a Delaware corporation ("Vyome"), and Raider Lifesciences Inc., a Delaware corporation and a wholly owned subsidiary of ReShape ("Merger Sub") have entered into that certain Agreement and Plan of Merger, dated as of [·], 2024 (as may be amended, restated, supplemented or otherwise modified from time to time, the "Merger Agreement"; capitalized terms used but not defined herein shall have the meanings ascribed to such terms in the Merger Agreement), which provides, among other things, for the merger of Merger Sub with and into Vyome, with Vyome surviving as a wholly owned subsidiary of ReShape upon the terms and subject to the conditions set forth therein; and

WHEREAS, pursuant to the terms of the Merger Agreement, ReShape has required that the Stockholders agree, and the Stockholders have agreed, to enter into this Agreement with respect to the Subject Shares (as defined below).

NOW, THEREFORE, in consideration of the foregoing and the mutual representations, warranties, covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, agree as follows:

ARTICLE 1
VOTING AGREEMENT; GRANT OF PROXY

SECTION 1.01 Voting Agreement. During the Agreement Period (as defined below), each Stockholder hereby agrees that, at any meeting (whether annual or special and whether or not an adjourned or postponed meeting) of the holders of the Vyome Shares, however called (each, a "Vyome Stockholders' Meeting"), and in connection with any written consent of the holders of the Vyome Shares, such Stockholder shall cause all of such Stockholder's Subject Shares to be counted as present thereat for purposes of calculating a quorum and vote (or cause to be voted) or, if applicable, deliver (or caused to be delivered) a written consent with respect to all of such Stockholder's Subject Shares, in each case, to the fullest extent that such Subject Shares are entitled to be voted at the time of any vote or action by written consent:

(i) in favor of the approval and adoption of the Merger Agreement and the transactions contemplated thereby, including the Merger, and without any limitation to the foregoing, the approval of any proposal to adjourn or postpone the Vyome Stockholders' Meeting to a later date if there are not sufficient votes for approval of the items in this subsection (i) on the date on which the Vyome Stockholders' Meeting is held; and

(ii) against (A) any Acquisition Proposal with respect to Vyome or any acquisition agreement related to such Acquisition Proposal; (B) any action, proposal, transaction or agreement that would reasonably be expected to result in a breach of any covenant, representation or warranty or any other obligation or agreement of such Stockholder under this Agreement or of Vyome under the Merger Agreement; (C) each of the following actions (other than the transactions contemplated by the Merger Agreement): (I) any merger, consolidation or other business combination involving Vyome or any of its Subsidiaries, (II) any sale, lease, license or other transfer of a material amount of the assets of Vyome or any of its Subsidiaries, taken as a whole and (III) any reorganization, recapitalization, dissolution, liquidation or winding up of Vyome or any of its Subsidiaries; and (D) any corporate action the consummation of which would reasonably be expected to frustrate the purposes, or prevent or materially delay the consummation, of the transactions contemplated by the Merger Agreement.

(b) Each Stockholder shall retain at all times the right to vote or exercise such Stockholder's right to consent with respect to such Stockholder's Subject Shares. Without limiting the foregoing, each Stockholder hereby agrees that such Stockholder shall not deposit any of such Stockholder's Subject Shares in a voting trust, grant any proxy or power of attorney or enter into any voting agreement or similar agreement or arrangement in contravention of the obligations of such Stockholder under this Agreement with respect to any of such Stockholder's Subject Shares.

SECTION 1.02 Grant of Proxy. At all times during the Agreement Period, each Stockholder hereby grants to ReShape (and any designee of ReShape) a proxy (and appoints ReShape or any such designee of ReShape as its attorney-in-fact) to appear, cause to be counted, vote, and to exercise all voting and consent rights of each Stockholder with respect to, each Stockholder's Subject Shares (including, without limitation, the power to execute and deliver written consents) in accordance with, and solely with respect to, Section 1.01 at any meeting of shareholders of Vyome (whether annual, special or otherwise and whether or not an adjourned or postponed meeting) at which any of the transactions, actions or proposals contemplated by Section 1.01 are or will be considered and in every written consent in lieu of such meeting. The foregoing proxy is limited solely to the voting of each Stockholder's Subject Shares or taking other actions with respect thereto solely in order to cause each Stockholder to perform the covenants set forth in Section 1.01 if and to the extent that such Stockholder otherwise fails to do so. The foregoing proxy shall be deemed to be a proxy coupled with an interest, is irrevocable (and as such shall survive and not be affected by the death, incapacity, mental illness or insanity of any Stockholder, as applicable) during the Agreement Period and shall not be terminated by operation of Law or upon the occurrence of any other event other than the termination of this Agreement pursuant to Section 4.01. Each Stockholder authorizes ReShape to substitute any other Person to act hereunder, to revoke any substitution and to file this proxy and any substitution or revocation with the secretary of ReShape. Each Stockholder hereby affirms that the proxy set forth in this Section 1.02 is given in connection with and granted in consideration of ReShape entering into the Merger Agreement and that such proxy is given to secure the obligations of the Stockholders under Section 1.01. The proxy set forth in this Section 1.02 is executed and intended to be irrevocable, subject, however, to its automatic termination upon the termination of this Agreement pursuant to Section 4.01.

ARTICLE 2
REPRESENTATIONS AND WARRANTIES

SECTION 2.01 Representations and Warranties of Stockholder. Each Stockholder, severally but not jointly as to any other Stockholder, represents and warrants to ReShape as follows:

(a) Organization. If such Stockholder is not an individual, it is duly organized, validly existing and in good standing under the Laws of the jurisdiction of its organization.

(b) Authorization. If such Stockholder is not an individual, it has the requisite corporate, limited liability company, partnership or trust power and authority, and has taken all action necessary, to execute, deliver and perform its obligations under this Agreement and to consummate the transactions contemplated hereby. If such Stockholder is an individual, such Stockholder has full legal capacity, right and authority to execute and deliver this Agreement and to perform such Stockholder's obligations hereunder. This Agreement has been duly executed and delivered by such Stockholder and, assuming the due authorization, execution and delivery hereof by ReShape, constitutes a valid and binding obligation of such Stockholder, enforceable against such Stockholder in accordance with its terms, except as enforceability may be limited by applicable bankruptcy, insolvency, fraudulent conveyance, reorganization or moratorium Laws, other similar Laws affecting creditors' rights and general principles of equity affecting the availability of specific performance and other equitable remedies. If such Stockholder is a married individual, and any of the Subject Shares of such Stockholder constitute community property or otherwise need spousal or other approval for this Agreement to be legal, valid and binding, this Agreement has been duly executed and delivered by such Stockholder's spouse (including pursuant to Section 3.07) and, assuming the due authorization, execution and delivery hereof by ReShape, is enforceable against such Stockholder's spouse in accordance with its terms, except as enforceability may be limited by applicable bankruptcy, insolvency, fraudulent conveyance, reorganization or moratorium Laws, other similar Laws affecting creditors' rights and general principles of equity affecting the availability of specific performance and other equitable remedies. If this Agreement is being executed in a representative or fiduciary capacity, the Person signing this Agreement has full power and authority to enter into and perform this Agreement.

(c) No Conflict. Neither the execution and delivery of this Agreement by such Stockholder nor the consummation by such Stockholder of the transactions contemplated hereby, nor compliance by such Stockholder with any of the terms or provisions hereof, will (A) if such Stockholder is not an individual, conflict with or violate any provision of its articles of incorporation, bylaws or similar organizational documents, (B) contravene, conflict with or result in a violation or breach of any provision of any applicable Law, (C) constitute a breach or default, or an event that, with or without notice or lapse of time or both, would constitute a breach or default, under any provision of any Contract binding on such Stockholder or (D) result in the creation or imposition of any Lien upon such Stockholder's Subject Shares, except, in the case of clauses (B), (C) and (D), as has not had, and would not reasonably be expected to have, individually or in the aggregate, a material adverse effect on such Stockholder's ability to perform its obligations under this Agreement.

(i) Except for (A) compliance with any applicable requirements of the Securities Act, the Exchange Act and any other applicable U.S. state or federal or any foreign securities Laws and the rules and requirements of Nasdaq, and (B) actions or filings the failure of which to be made or obtained has not had, and would not reasonably be expected to have, individually or in the aggregate, a material adverse effect on such Stockholder's ability to perform its obligations under this Agreement, no consents or approvals of, or filings, declarations or registrations with, any Governmental Body or any other Person are necessary for the execution and delivery of this Agreement by such Stockholder and the consummation by such Stockholder of the transactions contemplated hereby.

(d) Ownership of Subject Shares. Such Stockholder is, and (except with respect to any Subject Shares Transferred (as defined below) in accordance with Section 3.02) at all times during the Agreement Period will be, the record and beneficial owner of such Vyome Shares as set forth opposite

the name of such Stockholder on Schedule I hereto (together with any Vyome Shares or other Vyome securities that may become subject to this Agreement as provided in Section 3.04, including pursuant to any exercise of any Vyome Options or Vyome Warrants, the "Subject Shares") free and clear of any Liens (except any Lien arising under applicable securities Laws or arising hereunder) and with no restrictions on such Stockholder's rights of voting or disposition pertaining thereto, except for any applicable restrictions on Transfer (as defined below) under the Securities Act. Except to the extent of any Subject Shares acquired after the date hereof (which shall become Subject Shares upon that acquisition), the Subject Shares set forth on Schedule I opposite the name of such Stockholder are the only Vyome Shares beneficially owned by such Stockholder on the date hereof.

(e) Absence of Litigation. With respect to such Stockholder, there is no Action pending or, to the knowledge of such Stockholder, threatened against or affecting such Stockholder or any of his, her or its properties, assets or Affiliates (including such Stockholder's Subject Shares) that could reasonably be expected to materially impair the ability of such Stockholder to perform his, her or its obligations hereunder or to consummate the transactions contemplated hereby on a timely basis.

(f) Reliance. Such Stockholder understands and acknowledges that ReShape entered into the Merger Agreement in anticipation of Stockholder's execution and delivery of this Agreement and is relying upon such Stockholder's performance of its obligations under this Agreement.

(g) Finder's Fees. No agent, broker, investment banker, finder or other intermediary is or will be entitled to any fee or commission or reimbursement of expenses from Vyome, Merger Sub or ReShape or any of their respective Affiliates in respect of this Agreement based upon any arrangement or agreement made by or on behalf of such Stockholder.

SECTION 2.02 Representations and Warranties of ReShape. ReShape hereby represents and warrants to the Stockholders as follows:

(a) Organization. ReShape has been duly organized, is validly existing and in good standing (where such concept is recognized under applicable Law) under the Laws of its jurisdiction of organization.

(b) Authorization. ReShape has the requisite authority, and has taken all action necessary, to execute, deliver and perform its obligations under this Agreement and to consummate the transactions contemplated hereby. This Agreement has been duly executed and delivered by ReShape, and assuming the due authorization, execution and delivery hereof by the Stockholders, constitutes a valid and binding obligation of ReShape, enforceable against ReShape in accordance with its respective terms, except as enforceability may be limited by applicable bankruptcy, insolvency, fraudulent conveyance, reorganization or moratorium Laws, other similar Laws affecting creditors' rights and general principles of equity affecting the availability of specific performance and other equitable remedies.

ARTICLE 3
CERTAIN COVENANTS

SECTION 3.01 No Solicitation. During the Agreement Period, each Stockholder agrees that it, he or she will not, directly or indirectly, take any action or omit to take any action that Vyome is not permitted to take or omit to take pursuant to Sections 6.04(a) and 6.04(b) of the Merger Agreement, as applicable.

SECTION 3.02 Transfer Restrictions. Except pursuant to the terms of this Agreement, including Section 3.02(b), during the Agreement Period, no Stockholder shall (nor permit any Person under such

Stockholder's control to), without the prior written consent of ReShape, directly or indirectly, (i) sell (including short sell), assign, transfer, tender, pledge or otherwise dispose of (including by gift), whether voluntarily or by operation of Law any Subject Shares (any transaction described in this clause (i), a "Transfer"), or (ii) enter into any Contract with respect to the direct or indirect Transfer of any Subject Shares. Each Stockholder agrees to authorize Vyome to notify Vyome's transfer agent that there is a stop transfer order with respect to all of such Stockholder's Subject Shares and that this Agreement places limits on the voting and Transfer of such Subject Shares.

(a) Notwithstanding anything in Section 3.02(a) to the contrary, any Stockholder (i) who is an individual may Transfer Subject Shares (A) to any member of such Stockholder's immediate family, (B) to a trust for the sole benefit of such Stockholder or any member of such Stockholder's immediate family (i.e., spouse, lineal descendant or antecedent, brother or sister, adopted child or grandchild or the spouse of any child, adopted child, grandchild or adopted grandchild), (C) to a charity, charitable trust, or other charitable organization under Section 501(c)(3) of the Code, (D) upon the death of such Stockholder or (E) to effect a cashless exercise for the primary purpose of paying the exercise price of Vyome Options or to cover Tax withholding obligations in connection with such exercise to the extent permitted by the instruments representing such Vyome Options and (ii) that is an entity may Transfer Subject Shares to any Subsidiary or Affiliate under common control with such Stockholder; *provided* that any such Transfer referred to in this Section 3.02(b) (other than in the case of clause (i)(E)) shall be permitted only if the applicable Transferee agrees in writing to be bound by the terms of this Agreement.

SECTION 3.03 Documentation and Information. Each Stockholder consents to and authorizes the publication and disclosure by Vyome or ReShape of such Stockholder's identity and holding of Subject Shares, the nature of such Stockholder's commitments, arrangements and understandings under this Agreement (including, for clarity, the disclosure of this Agreement) and any other information, in each case, that Vyome or ReShape reasonably determines is required to be disclosed by applicable Law in any press release, any schedules and documents filed by Vyome or ReShape with the SEC or any other disclosure document in connection with the transactions contemplated by the Merger Agreement.

SECTION 3.04 Additional Subject Shares. In the event that a Stockholder acquires record or beneficial ownership of, or the power to vote or direct the voting of, any additional Vyome securities with voting rights, or any other voting interest with respect to Vyome, such securities and voting interests shall, without further action of the parties, be subject to the provisions of this Agreement, and the number of Subject Shares set forth on Schedule I opposite the name of such Stockholder will be deemed amended accordingly. Each Stockholder shall promptly notify ReShape of any such event; *provided*, *however*, that nothing in this Section 3.04 or elsewhere in this Agreement shall obligate any Stockholder to convert, exercise, or exchange any Vyome Option or Vyome Warrant in order to obtain any underlying Vyome Shares.

SECTION 3.05 Certain Adjustments. In the event of a stock split, stock dividend or distribution, or any change in the Vyome Shares by reason of a stock split, reverse stock split, recapitalization, combination, reclassification, readjustment, exchange of shares or the like, the term "Subject Shares" shall be deemed to refer to and include such Vyome Shares as well as all such stock dividends and distributions and any securities into which or for which any or all of such Vyome Shares may be changed or exchanged.

SECTION 3.06 Waiver of Actions. Each Stockholder hereby agrees (i) not to commence or participate in, and (ii) to take all actions necessary to opt out of any class in any class action with respect to, any claim, derivative or otherwise, against Vyome, Merger Sub, ReShape or any of their respective Affiliates relating to the negotiation, execution or delivery of this Agreement or the Merger Agreement or

the consummation of the Merger, including any such claim (A) challenging the validity of, or seeking to enjoin the operation of, any provision of this Agreement, or (B) alleging a breach of any fiduciary duty of the Vyome Board in connection with the Merger Agreement or the other transactions contemplated thereby.

SECTION 3.07 Further Assurances. ReShape and each Stockholder will each execute and deliver, or cause to be executed and delivered, all further documents and instruments and use their respective commercially reasonable efforts to take, or cause to be taken, all actions and to do, or cause to be done, all things necessary, proper or advisable under applicable Laws, in order to perform their respective obligations under this Agreement.

SECTION 3.08 Directors and Officers. Notwithstanding any provision of this Agreement to the contrary, nothing in this Agreement shall limit or restrict any Stockholder, or a designee of such Stockholder, who is a director or officer of Vyome from acting in such capacity or fulfilling the obligations of such office, including by voting, in his capacity as a director of Vyome, in the Stockholder's, or its designee's, sole discretion on any matter (it being understood that this Agreement shall apply to the Stockholder solely in the Stockholder's capacity as a holder of the Subject Shares). In this regard, the Stockholder shall not be deemed to make any agreement or understanding in this Agreement in the Stockholder's capacity as a director or officer of Vyome.

ARTICLE 4
MISCELLANEOUS

SECTION 4.01 Termination. This Agreement shall automatically terminate and become void and of no further force or effect on the earlier of (the period from the date hereof through such earlier time being referred to as the "Agreement Period"): (a) the Effective Time; (b) the termination of this Agreement by written notice from ReShape to the Stockholders; and (c) the termination of the Merger Agreement in accordance with its terms; *provided* that (i) this Section 4.01, Section 4.03, Section 4.04, Section 4.05, Section 4.06, Section 4.07, Section 4.08, Section 4.09, Section 4.10, Section 4.13, Section 4.16 and Section 4.17 shall survive such termination, and (ii) upon termination of this Agreement, all obligations of the parties hereunder will terminate, without any liability or other obligation on the part of any party hereto to any Person in respect hereof or the transactions contemplated hereby, and no party shall have any claim against another (and no Person shall have any rights against such party), whether under contract, tort or otherwise, with respect to the subject matter hereof; *provided*, *further*, that the termination of this Agreement shall not relieve any party from liability arising from fraud or any willful and intentional breach prior to such termination. For clarity, this Agreement shall not terminate upon an Vyome Adverse Recommendation Change (pursuant to Section 6.04 of the Merger Agreement) unless the Merger Agreement is terminated in accordance with its terms.

SECTION 4.02 No Ownership Interest. Nothing contained in this Agreement shall be deemed to vest in ReShape any direct or indirect ownership or incidence of ownership of or with respect to any Subject Shares. All rights, ownership and economic benefits of and relating to the Subject Shares shall remain vested in and belong to the Stockholders, and ReShape shall have no authority to direct any Stockholder in the voting or disposition of any of the Subject Shares, except as otherwise provided herein.

SECTION 4.03 Representations and Warranties. The representations and warranties contained in this Agreement and in any certificate or other writing delivered pursuant hereto shall not survive the Agreement Period.

SECTION 4.04 Notices. All notices, requests and other communications to any party hereunder shall be in writing (including facsimile transmission and electronic mail ("e-mail") transmission, so long

as a receipt of such facsimile transmission is requested and received or, in the case of e-mail, with acknowledgment of receipt) and shall be given,

if to ReShape, to:

ReShape Lifesciences Inc.
[Address]
Attention: [·], Chief Executive Officer
Email: [·]

with a copy (which shall not constitute notice) to:

Fox Rothschild LLP
33 South Sixth Street, Suite 3600
Minneapolis, MN 55402
Attention: Brett R. Hanson
Email: bhanson@foxrothschild.com

if to a Stockholder, to his, her or its address set forth on such Stockholder's signature page hereto;

or to such other address, facsimile number or e-mail address as such party may hereafter specify for the purpose by notice to the other parties hereto pursuant to this Section 4.04. All such notices, requests and other communications shall be deemed received on the date of receipt by the recipient thereof if received prior to 5:00 p.m. on a Business Day in the place of receipt. Otherwise, any such notice, request or communication shall be deemed to have been received on the next succeeding Business Day in the place of receipt.

SECTION 4.05 Amendment; Waiver. Any provision of this Agreement may be amended or waived during the Agreement Period if, but only if, such amendment or waiver is in writing and is signed, in the case of an amendment, by each party to this Agreement or, in the case of a waiver, by each party against whom the waiver is to be effective. No failure or delay by any party in exercising any right, power or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any right, power or privilege. The rights and remedies herein provided shall be cumulative and not exclusive of any rights or remedies provided by applicable Law.

SECTION 4.06 Expenses. Except as otherwise provided herein, all costs and expenses incurred in connection with this Agreement and the transactions contemplated hereby shall be paid by the party incurring such costs or expenses, whether or not the transactions are consummated.

SECTION 4.07 Binding Effect; Benefit; Assignment.

(a) The provisions of this Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

(b) No party may assign, delegate or otherwise transfer any of its rights or obligations under this Agreement without the prior written consent of each other party hereto.

SECTION 4.08 Governing Law. This Agreement shall be governed by, and construed in accordance with, the Laws of the State of Delaware, without giving effect to any choice or conflict of

laws provision or rule (whether of the State of Delaware or any other jurisdiction) that would cause the application of the Laws of any jurisdiction other than the State of Delaware.

SECTION 4.09 Jurisdiction. Each of the parties hereto agrees that any Action seeking to enforce any provision of, or based on any matter arising out of or in connection with, this Agreement or the transactions contemplated hereby (whether brought by any party or any of its Affiliates or against any party or any of its Affiliates) shall be brought in the Delaware Chancery Court or, if such court shall not have jurisdiction, any federal court located in the State of Delaware or other Delaware state court, and each of the parties hereby irrevocably consents to the exclusive jurisdiction of such courts (and of the appropriate appellate courts therefrom) in any such Action and irrevocably waives, to the fullest extent permitted by law, any objection that it may now or hereafter have to the laying of the venue of any such Action in any such court or that any such Action brought in any such court has been brought in an inconvenient forum. Process in any such Action may be served on any party anywhere in the world, whether within or without the jurisdiction of any such court. Without limiting the foregoing, each party agrees that service of process on such party as provided in Section 4.04 shall be deemed effective service of process on such party.

SECTION 4.10 WAIVER OF JURY TRIAL. EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY WAIVES ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY ACTION ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY.

SECTION 4.11 Counterparts. This Agreement may be signed manually or by facsimile or other electronic transmission by the parties (including in .pdf, .tiff, .jpg or similar format), in any number of counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument.

SECTION 4.12 Entire Agreement. This Agreement (including the Schedules and Exhibits hereto), together with the Merger Agreement, constitutes the entire agreement among the parties with respect to the subject matter of this Agreement and supersedes all other prior agreements and understandings, both written and oral, among the parties, or any of them, with respect to the subject matter hereof and thereof.

SECTION 4.13 Severability. If any term, provision, covenant or restriction of this Agreement is held by a court of competent jurisdiction or other Governmental Body to be invalid, void or unenforceable, the remainder of the terms, provisions, covenants and restrictions of this Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner materially adverse to any party. Upon such a determination, the parties shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in an acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the fullest extent possible.

SECTION 4.14 Specific Performance. The parties hereto agree that irreparable damage would occur if any provision of this Agreement were not performed in accordance with the terms hereof and that the parties shall be entitled to an injunction or injunctions to prevent breaches of this Agreement or to enforce specifically the performance of the terms and provisions hereof in any federal court located in the State of Delaware or any Delaware state court, in addition to any other remedy to which they are entitled at law or in equity. Each of the parties hereby further waives (a) any defense in any action for specific performance that a remedy at law would be adequate and (b) any requirement under any Law to post security as a prerequisite to obtaining equitable relief.

SECTION 4.15 No Third Party Beneficiaries. This Agreement is not intended to and shall not confer upon any Person other than the parties hereto (and their respective heirs, successors and permitted assigns) any rights, remedies, benefits, obligations, liabilities or claims hereunder.

SECTION 4.16 No Presumption. Each of the parties hereto agrees that he, she or it has had the opportunity to review this Agreement with counsel of his, her or its own choosing and, therefore, waives the application of any Law, regulation, holding or rule of construction providing that ambiguities in an agreement or other document will be construed against the party drafting such agreement or document.

SECTION 4.17 Obligations; Stockholder Capacity. The obligations of each Stockholder under this Agreement are several and not joint, and no Stockholder shall have any liability or obligation under this Agreement for any breach hereunder by any other Stockholder. Each Stockholder is signing and entering this Agreement solely in his, her or its capacity as the beneficial owner of such Stockholder's Subject Shares, and nothing herein shall limit or affect in any way any actions that may be hereafter taken by him, her or it in his, her or its capacity as an employee, officer or director of ReShape or any of its Subsidiaries.

[Signature Page Follows]

IN WITNESS WHEREOF, each of the parties has caused this Agreement to be executed on its behalf by its duly authorized officers as of the day and year first above written.

RESHAPE LIFESCIENCES INC.

By: _____
Name:
Title: President and Chief Executive Officer

[*Signature page to Voting and Support Agreement*]

[NAME OF STOCKHOLDER]

_____

Name:
Title:

Address: _____

_____

Attention: _____

Email: _____

[*Signature page to Voting and Support Agreement*]

SCHEDULE I

SUBJECT SHARES

Stockholder Name	Subject Shares Beneficially Owned

AMENDMENT TO EMPLOYMENT AGREEMENT

This AMENDMENT TO EMPLOYMENT AGREEMENT (this "Amendment") is made by and between Paul F. Hickey ("Employee") and ReShape Lifesciences Inc., a Delaware corporation ("Employer," and together with Employee, the "Parties"), effective as of July 8, 2024.

A. The Parties entered into an Employment Agreement dated November 1, 2022 (the "Employment Agreement").

B. The Employment Agreement may be amended by a written instrument signed by both Parties and the Parties desire to amend the Employment Agreement as set forth herein.

In consideration of the promises and covenants contained herein, the sufficiency of which is hereby acknowledged, the Parties hereby amend the Employment Agreement as follows:

1. Amendment to Section 1.1(e) of the Employment Agreement. Section 1.1(e) of the Employment Agreement is hereby amended in its entirety to read as follow:

> "Good Reason" means, at any time: (a) the assignment by Employer to Employee of employment duties, functions or responsibilities that are significantly different from, and result in a material diminution of, Employee's duties, functions or responsibilities, including any requirement that Employee report to another officer of Employer, rather than directly to the Board; (b) a material reduction in Employee's base salary or the minimum target amount provided above for Employee's cash incentive compensation for any calendar year; (c) Employer's requirement that Employee be based at any office or location more than 35 miles from Employer's principal office; or (d) any other action or inaction that constitutes a material breach of this Agreement by Employer. For the avoidance of doubt, the occurrence of a Change in Control (as defined in the Employer's Second Amended and Restated 2003 Stock Incentive Plan), and irrespective of whether Employee becomes employed with any successor entity, shall constitute Good Reason as defined herein and shall not require further notice of resignation for Good Reason from Employee.

2. Amendment to Section 6.3(a) of the Employment Agreement. Section 6.3(a) of the Employment Agreement is hereby amended in its entirety to read as follows:

> If Employee's employment is terminated by Employer without Cause, as defined herein, or by Employee for Good Reason, as defined herein, then Employee will receive the Accrued Amounts as defined in Section 6.2 and (i) Employer will pay Employee severance in an amount equal to 18 months of Employee's Base Salary as defined in the Section 5.1 of the Employment Agreement, which will be paid in a single lump sum payment, (ii) 100% of any unvested shares under any options to purchase shares of Employer common stock Employee holds ("Options") shall immediately vest, and Employee shall be permitted to exercise all shares under Employee's Options immediately or at any time during the five-year period (but not after the end of each Option's original term) following Employee's termination date, (iii) Employer will also pay Employee a pro rata portion of any unpaid cash incentive compensation for the calendar year in which Employee's termination occurs (that pro-rated cash incentive compensation shall be based on whether Employee's objectives were achieved (also pro-rated to the extent possible) during the portion of the year before Employee's termination date, and the pro-rated amount shall be based on the number of days in that portion, as compared with the entire year), and (iv) if Employee timely and elects continuation coverage under Employer's grop health plans pursuant to Section 4980B of the Code, as Amended ("COBRA") or similar state law, Employer will pay or reimburse the premiums for such coverage of Employee (and Employee's dependents, if applicable) at the same rate it pays

for active employees for a period of 18 months from Employee's termination date; provided, however, that Employer's obligation to make such payments shall immediately expire if Employee ceases to be eligible for continuation coverage under COBRA or similar state law or otherwise terminates such coverage or the date you become eligible for group health plan coverage with a new employer, whichever is earlier (the benefits referred to in (i) through (iv) above are collectively referred to herein as the "Separation Benefits").

3. Change in Control. Section 6.4 of the of the Employment Agreement is hereby amended in its entirety to read as follows:

Upon the occurrence of a Change in Control (as defined in the Employer's Second Amended and Restated 2003 Stock Incentive Plan), Employer agrees that (a) 100% of any stock grants and unvested shares under Employer's Options shall be immediately vested, and (b) Employee will receive the Separation Benefits defined in Section 6.3(a) of this Agreement, irrespective of whether his employment continues with any successor entity.

4. Equity Compensation. Section 5.4 (Equity Compensation) of the Employment Agreement provided that, among other things, Employee would be granted an option to purchase a number of shares of common stock equal to 4% of Employer's outstanding common stock on the date of the Employment Agreement and, after the first financing after Employee's start date, Employee would be granted an additional stock option or other equity award in an amount that would maintain Employee's fully diluted ownership percentage at 4%. Employee and Employer agree and acknowledge that the equity grants contemplated by Section 5.4 of the Employment Agreement were never granted to Employee and, in lieu thereof, Employer will grant to Employee a fully vested, unrestricted award of shares of common stock in accordance with Section 10 of Employer's 2022 Equity Incentive Plan, which is intended to be the equivalent to 4% of the outstanding stock of the Company on a fully diluted basis as of the date hereof. Employee hereby waives any right Employee had to the equity compensation contemplated by Section 5.4 of the Employment Agreement, prior to being amended by this Amendment, and hereby releases Employer, its successors, assigns, parents, affiliates, subsidiaires and related companies, and their respective officers, directors and employees, from all claims Employee may have related to such prior Section 5.4 of the Employment Agreement and any related written or oral agreements or promises providing for the equity grants contemplated thereby.

5. Effect on Agreement. Except as expressly set forth herein, all of the terms and conditions of the Employment Agreement shall continue in full force and effect after the execution of this Amendment and shall not be in any way changed, modified or superseded by the terms set forth herein.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to Employment Agreement to be duly executed as of the day and year first above written.

EMPLOYER:

RESHAPE LIFESCIENCES INC.

By: /s/ Dan W. Gladney
Name: Dan W. Gladney
Title: Executive Chair of the Board

EMPLOYEE:

/s/ Paul F. Hickey
Paul F. Hickey

ReShape Lifesciences® Enters Into Merger Agreement With Vyome Therapeutics and Asset Purchase Agreement With Biorad Medisys

ReShape and Vyome, a Clinical Stage Specialty Pharmaceutical Company Working To Treat Immuno-Inflammatory Diseases of Unmet Need, to Combine in All-Stock Merger

ReShape to Sell its Assets to Affiliate of Biorad Medisys for $5.16 Million

IRVINE, Calif. and CAMBRIDGE, M.A., July 9, 2024 -- ReShape Lifesciences® (Nasdaq: RSLS), the premier physician-led weight loss and metabolic health-solutions company, and Vyome Therapeutics, Inc., a private clinical-stage company targeting immuno-inflammatory and rare diseases, today announced that they have entered into a definitive merger agreement under which ReShape and Vyome will combine in an all-stock transaction. The combined company will focus on advancing the development of its immuno-inflammatory assets and on identifying additional opportunities between the world-class Indian innovation corridor and the U.S. market.

Under the terms of the merger agreement, which has been unanimously approved by the boards of directors of both companies, existing ReShape stockholders will own approximately 11.1% of the combined company immediately following the closing of the merger, subject to adjustment based on ReShape's actual net cash at closing compared to a target net cash amount of $5 million. At the closing of the merger, ReShape will be renamed Vyome Holdings, Inc. and expects to trade under the Nasdaq ticker symbol "HIND," representing the company's alignment with the U.S.-India relationship. The board of directors of the combined company will be comprised of six directors designated by Vyome and one director designated by ReShape and executive management of the combined company will consist of Vyome's executive officers.

Simultaneously with the execution of the merger agreement, ReShape entered into an asset purchase agreement with Biorad Medisys, Pvt. Ltd., which is party to a previously disclosed exclusive license agreement with ReShape for ReShape's Obalon® Gastric Balloon System. Pursuant to the asset purchase agreement, ReShape will sell substantially all of its assets to Biorad (or an affiliate thereof), including ReShape's Lap-Band® System, Obalon® Gastric Balloon System and the Diabetes Bloc-Stim Neuromodulation™ (DBSN™) System (but excluding cash), and Biorad will assume substantially all of ReShape's liabilities, for a purchase price of $5.16 million in cash, subject to adjustment based on ReShape's actual accounts receivable and accounts payable at the closing compared to such amounts as of March 31, 2024. The cash purchase price under the asset purchase agreement will count toward ReShape's net cash for purposes of determining the post-merger ownership allocation between ReShape and Vyome stockholders under the merger agreement.

Simultaneously with the execution of the merger agreement, ReShape, Vyome and Vyome's wholly-owned subsidiary, Vyome Therapeutics Ltd. entered into agreements with certain existing accredited investors, pursuant to which the investors have committed to purchase a minimum of $7.3 million in securities of ReShape, Vyome and Vyome's subsidiary. Under these agreements, certain accredited investors have agreed to purchase up to $5.8 million in shares of common stock of the combined company immediately following completion of the merger, which may be upsized through additional investments. The price per share for the common stock of the combined company to be paid by the investors in the offering will be calculated as a 30% discount to the agreed upon valuation of the combined company at the closing of the merger and does not contain any warrants or other convertible features. ReShape and the investors are executing and delivering the subscription agreements in reliance upon the exemption from securities registration afforded by Section 4(a)(2) of the Securities Act of 1933, as amended, and contemporaneously with the

sale of the shares of common stock will execute and deliver a registration rights agreement requiring the combined company to register the resale of the shares of common stock issued in the offering.

In order to facilitate the transactions contemplated by the merger agreement and asset purchase agreement, ReShape entered into an agreement with a majority of the holders of its outstanding series C preferred stock that will, subject to and contingent upon the completion of the merger and the asset sale, reduce the liquidation preference of the series C preferred stock from $26.2 million to the greater of (i) $1 million, (ii) 20% of the purchase price paid for the asset sale and (iii) the excess of ReShape's actual net cash at the effective time of the merger over the minimum net cash required as a condition to the closing of the merger as set forth in the merger agreement. The series C preferred stock would automatically terminate at the effective time of the merger, except for the right to receive the reduced liquidation preference.

"Through the orchestration of the merger agreement with Vyome Therapeutics and the simultaneous asset purchase agreement with Biorad, we were able to maximize stockholder value," stated Paul F. Hickey, President and Chief Executive Officer of ReShape Lifesciences. "After reviewing various strategic alternatives and engaging in discussions with a number of other potential merger and acquisition candidates, our board of directors has unanimously recommended the merger with Vyome and simultaneous asset sale to Biorad, which we believe is a compelling opportunity for our stockholders to benefit from the potential of the combined company after the merger. We also appreciate the willingness of our series C preferred stockholders to significantly reduce their liquidation preference, which will permit our common stockholders to recognize the potential value of the merger. We are truly excited about the value we are delivering to our stockholders."

"We have no debt and a clean capital structure and are positioning Vyome for success in the public markets. We intend to continue addressing the unmet needs of patients suffering from immuno-inflammatory diseases and building a broader platform that leverages our comparative advantage in the U.S.-India innovation corridor," said Krishna K. Gupta, current Director of Vyome and to be appointed Chairman of the combined company.

Venkat Nelabhotla, President & Chief Executive Officer of Vyome, stated, "We are confident in our ability to potentially build significant value with our pipeline of novel local agent drugs for significant unmet needs, supported by a robust patent portfolio, effective drug development strategies, and prudent capital deployment, that can potentially help maximize value."

Completion of the merger and the asset sale are subject to certain closing conditions, including, among other things, approval by the stockholders of ReShape, the Securities and Exchange Commission declaring effective ReShape's registration statement registering the shares to be issued in connection to the merger, and the Nasdaq Stock Market's approval of the continued listing of the combined company in connection with the completion of the merger.

Maxim Group LLC is serving as financial advisor to ReShape in connection with the transactions and Fox Rothschild LLP is acting as its legal counsel. Chardan is serving as financial advisor to Vyome for the merger and Sichenzia Ross Ference Carmel LLP is acting as its legal counsel.

About Vyome Therapeutics
Vyome Therapeutics, Inc. is a clinical stage specialty pharmaceutical company working to treat immuno-inflammatory diseases including rare indications of unmet need with next-generation therapeutic solutions. Its portfolio of therapeutic assets are identified and developed to address validated targets with novel formulations for site-targeted applications. Vyome has assembled a world-class team of scientific and business development experts, leveraging its comparative advantage in the Indian innovation corridor; its team has a track record of conducting scientific research recognized in top US journals, developing

breakthrough products, and executing on a sustainable commercial strategy Vyome is based in Cambridge, Massachusetts.

About BioRad Medisys

Biorad Medisys Pvt Ltd® is a rapidly growing med-tech company dedicated to redefining healthcare standards with precision-engineered medical devices backed by rigorous scientific research. The Company operates three business units – Indovasive, Orthovasive and Neurovasive. Indovasive offers consumables and equipment in Urology, Gastroenterology. Orthovasive segment sells complete range of Knee and Hip implants for both Primary and Revision surgeries. It has recently forayed into Neurovascular BU for selling a wide portfolio of products in peripheral vascular, neurovascular and rehabilitation segments. The Company has two manufacturing facilities in India and is currently exporting to 50+ countries. To realize its global expansion strategy, the Company recently acquired a Swiss based company Marflow which specializes in commercialization of products in Urology & Gastroenterology.

About ReShape Lifesciences®

ReShape Lifesciences® is America's premier weight loss and metabolic health-solutions company, offering an integrated portfolio of proven products and services that manage and treat obesity and metabolic disease. The FDA-approved Lap-Band® and Lap-Band® 2.0 Flex Systems provide minimally invasive, long-term treatment of obesity and are an alternative to more invasive surgical stapling procedures such as the gastric bypass or sleeve gastrectomy. The investigational Diabetes Bloc-Stim Neuromodulation™ (DBSN™) system utilizes a proprietary vagus nerve block and stimulation technology platform for the treatment of Type 2 diabetes and metabolic disorders. The Obalon® balloon technology is a non-surgical, swallowable, gas-filled intra-gastric balloon that is designed to provide long-lasting weight loss. For more information, please visit www.reshapelifesciences.com.

Additional Information

In connection with the proposed merger and asset sale, ReShape plans to file with the Securities and Exchange Commission (the "SEC") and mail or otherwise provide to its stockholders a joint proxy statement/prospectus and other relevant documents in connection with the proposed merger and asset sale. Before making a voting decision, ReShape's stockholders are urged to read the joint proxy statement/prospectus and any other documents filed by ReShape with the SEC in connection with the proposed merger and asset sale or incorporated by reference therein carefully and in their entirety when they become available because they will contain important information about ReShape, Vyome and the proposed transactions. Investors and stockholders may obtain a free copy of these materials (when they are available) and other documents filed by ReShape with the SEC at the SEC's website at www.sec.gov, at ReShape's website at www.reshapelifesciences.com, or by sending a written request to ReShape at 18 Technology Drive, Suite 110, Irvine, California 92618, Attention: Corporate Secretary.

Participants in the Solicitation

This document does not constitute a solicitation of proxy, an offer to purchase or a solicitation of an offer to sell any securities of ReShape and its directors, executive officers and certain other members of management and employees may be deemed to be participants in soliciting proxies from its stockholders in connection with the proposed merger and asset sale. Information regarding the persons who may, under the rules of the SEC, be considered to be participants in the solicitation of ReShape's stockholders in connection with the proposed merger and asset sale will be set forth in joint proxy statement/prospectus if and when it is filed with the SEC by ReShape. Security holders may obtain information regarding the names, affiliations and interests of ReShape's directors and officers in ReShape's Annual Report on Form 10-K for the fiscal year ended December 31, 2023, which was filed with

the SEC on April 1, 2024. To the extent the holdings of ReShape securities by ReShape's directors and executive officers have changed since the amounts set forth in ReShape's proxy statement for its most recent annual meeting of stockholders, such changes have been or will be reflected on Statements of Change in Ownership on Form 4 filed with the SEC. Additional information regarding these individuals and any direct or indirect interests they may have in the proposed merger and asset sale will be set forth in the joint proxy statement/prospectus when and if it is filed with the SEC in connection with the proposed merger and asset sale, at ReShape's website at www.reshapelifesciences.com.

Forward-Looking Statements

Certain statements contained in this filing may be considered forward-looking statements within the meaning of the Private Securities Litigation Reform Act of 1995, including statements regarding the merger and asset sale and the ability to consummate the merger and asset sale. These forward-looking statements generally include statements that are predictive in nature and depend upon or refer to future events or conditions, and include words such as "believes," "plans," "anticipates," "projects," "estimates," "expects," "intends," "strategy," "future," "opportunity," "may," "will," "should," "could," "potential," or similar expressions. Statements that are not historical facts are forward-looking statements. Forward-looking statements are based on current beliefs and assumptions that are subject to risks and uncertainties. Forward-looking statements speak only as of the date they are made, and ReShape undertakes no obligation to update any of them publicly in light of new information or future events. Actual results could differ materially from those contained in any forward-looking statement as a result of various factors, including, without limitation: (1) ReShape may be unable to obtain stockholder approval as required for the proposed merger and asset sale; (2) conditions to the closing of the merger or asset sale may not be satisfied; (3) the merger and asset sale may involve unexpected costs, liabilities or delays; (4) ReShape's business may suffer as a result of uncertainty surrounding the merger and asset sale; (5) the outcome of any legal proceedings related to the merger or asset sale; (6) ReShape may be adversely affected by other economic, business, and/or competitive factors; (7) the occurrence of any event, change or other circumstances that could give rise to the termination of the merger agreement or asset purchase agreement; (8) the effect of the announcement of the merger and asset purchase agreement on the ability of ReShape to retain key personnel and maintain relationships with customers, suppliers and others with whom ReShape does business, or on ReShape's operating results and business generally; and (9) other risks to consummation of the merger and asset sale, including the risk that the merger and asset sale will not be consummated within the expected time period or at all. Additional factors that may affect the future results of ReShape are set forth in its filings with the SEC, including ReShape's most recently filed Annual Report on Form 10-K, subsequent Quarterly Reports on Form 10-Q, Current Reports on Form 8-K and other filings with the SEC, which are available on the SEC's website at www.sec.gov, specifically under the heading "Risk Factors." The risks and uncertainties described above and in ReShape's most recent Annual Report on Form 10-K are not exclusive and further information concerning ReShape and its business, including factors that potentially could materially affect its business, financial condition or operating results, may emerge from time to time. Readers are urged to consider these factors carefully in evaluating these forward-looking statements, and not to place undue reliance on any forward-looking statements. Readers should also carefully review the risk factors described in other documents that ReShape files from time to time with the SEC. The forward-looking statements in these materials speak only as of the date of these materials. Except as required by law, ReShape assumes no obligation to update or revise these forward-looking statements for any reason, even if new information becomes available in the future.

CONTACTS

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