As filed with the Securities and Exchange Commission on May 14, 2025

Registration No. 333-282459

UNITED STATES
SECURITIES AND EXCHANGE COMMISSION

Washington, D.C. 20549

Amendment No. 5 to

FORM S-4

REGISTRATION STATEMENT

UNDER

THE SECURITIES ACT OF 1933

RESHAPE LIFESCIENCES INC.

(Exact name of registrant as specified in its charter)

Delaware	**3841**	**26-1828101**
(State or other jurisdiction of incorporation or organization)	(Primary Standard Industrial Classification Code Number)	(I.R.S. Employer Identification Number)

18 Technology Dr., Suite 110
Irvine, California 92618
(949) 429-6680

(Address, including zip code, and telephone number, including area code, of registrant's principal executive offices)

Paul F. Hickey
President and Chief Executive Officer
ReShape Lifesciences Inc.
18 Technology Dr., Suite 110
Irvine, California 92618
(949) 429-6680

(Name, address, including zip code, and telephone number, including area code, of agent for service)

Copies to:

Brett Hanson, Esq. **Emily Humbert, Esq.** **Fox Rothschild LLP** **33 South Sixth Street, Suite 3600** **Minneapolis, Minnesota 55402** **(612) 607-7000**	**Venkat Nelabhotla** **Chief Executive Officer** **Vyome Therapeutics Inc.** **100 Overlook Center, 2nd Floor** **Princeton, New Jersey 08540** **(973) 832-8147**	**Marcelle S. Balcombe, Esq.** **Sichenzia Ross Ference Carmel LLP** **1185 Avenue of the Americas, 31st Floor** **New York, New York 10036** **(212) 930-9700**

Approximate date of commencement of proposed sale of the securities to the public: As soon as practicable after this registration statement becomes effective and upon completion of the merger described in the enclosed proxy/information statement-prospectus.

If the securities being registered on this Form are being offered in connection with the formation of a holding company and there is compliance with General Instruction G, check the following box. ☐

If this Form is filed to register additional securities for an offering pursuant to Rule 462(b) under the Securities Act, check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering. ☐

If this Form is a post-effective amendment filed pursuant to Rule 462(d) under the Securities Act, check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering. ☐

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

Large accelerated filer	☐	Accelerated filer	☐
Non-accelerated filer	☒	Smaller reporting company	☒
		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 7(a)(2)(B) of the Securities Act. ☐

If applicable, place an X in the box to designate the appropriate rule provision relied upon in conducting this transaction:

Exchange Act Rule 13e-4(i) (Cross-Border Issuer Tender Offer) ☐

Exchange Act Rule 14d-1(d) (Cross-Border Third-Party Tender Offer) ☐

The registrant hereby amends this registration statement on such date or dates as may be necessary to delay its effective date until the registrant shall file a further amendment which specifically states that this registration statement shall thereafter become effective in accordance with Section 8(a) of the Securities Act of 1933 or until the registration statement shall become effective on such date as the Commission, acting pursuant to said Section 8(a), may determine.

EXPLANATORY NOTE

ReShape Lifesciences Inc. is filing this Amendment No. 5 (this "Amendment") to its registration statement on Form S-4 (as amended, the "Registration Statement") as an exhibit-only filing to file Exhibit 10.40 and Exhibit 99.3 to the Registration Statement. Accordingly, this Amendment consists of only the cover page, this explanatory note, Part II of the Registration Statement, the signature page to the Registration Statement and Exhibit 10.40 and Exhibit 99.3. The proxy/information statement-prospectus contained in the Registration Statement is unchanged and has been omitted.

PART II

INFORMATION NOT REQUIRED IN PROSPECTUS

Item 20. Indemnification of Officers and Directors of ReShape.

ReShape is a Delaware corporation. Section 102(b)(7) of the DGCL ("Section 102(b)(7)") allows a corporation to provide in its certificate of incorporation that a director or officer of the corporation will not be personally liable to the corporation or its stockholders for monetary damages for breach of fiduciary duty as a director or an officer, except for liability for any breach of the director's or officer's duty of loyalty to the corporation or its stockholders, for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law, for unlawful payments of dividends or unlawful stock purchases or redemptions in the case of a director, for any transaction from which the director or officer derived an improper personal benefit, or, in the case of an officer, any action by or in the right of the corporation.

Section 145 of the DGCL ("Section 145"), provides that a Delaware corporation may indemnify any person who was, is or is threatened to be made party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of such corporation), by reason of the fact that such person is or was an officer, director, employee or agent of such corporation or is or was serving at the request of such corporation as a director, officer, employee or agent of another corporation or enterprise. The indemnity may include expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by such person in connection with such action, suit or proceeding, provided such person acted in good faith and in a manner he or she reasonably believed to be in or not opposed to the corporation's best interests and, with respect to any criminal action or proceeding, had no reasonable cause to believe that his or her conduct was illegal. A Delaware corporation may indemnify any persons who are, were or are threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the corporation by reason of the fact that such person is or was a director, officer, employee or agent of another corporation or enterprise. The indemnity may include expenses (including attorneys' fees) actually and reasonably incurred by such person in connection with the defense or settlement of such action or suit, provided such person acted in good faith and in a manner he or she reasonably believed to be in or not opposed to the corporation's best interests, provided that no indemnification is permitted without judicial approval if the officer, director, employee or agent is adjudged to be liable to the corporation. Where an officer or director is successful on the merits or otherwise in the defense of any action referred to above, the corporation must indemnify him or her against the expenses which such officer or director has actually and reasonably incurred.

Section 145 further authorizes a corporation to purchase and maintain insurance on behalf of any person who is or was a director, officer, employee or agent of the corporation or is or was serving at the request of the corporation as a director, officer, employee or agent of another corporation or enterprise against any liability asserted against him or her and incurred by him or her in any such capacity, or arising out of his or her status as such, whether or not the corporation would otherwise have the power to indemnify him or her under Section 145.

As permitted by Section 102(b)(7), the ReShape charter contains a provision eliminating the personal liability of a director to ReShape or its stockholders for monetary damages for breach of fiduciary duty as a director, subject to certain exceptions.

The ReShape bylaws provide that ReShape shall indemnify and hold harmless each person who was or is made a party or is threatened to be made a party to or is involved in any action, suit or proceeding, whether civil, criminal, administrative or investigative, by reason of the fact that such person (or a person of whom such person is the legal representative), is or was a director or officer of ReShape (or its predecessors), or is or was serving at the request of ReShape or its predecessors as a member of the board of directors, officer or trustee of another corporation, or of a partnership, joint venture, trust or other enterprise, including service with respect to employee benefit plans (an "indemnitee"), to the fullest extent authorized by the DGCL against all expenses, liability and loss (including attorneys' fees, judgments, fines, ERISA excise taxes and penalties and amounts paid or to be paid in settlement) reasonably incurred or suffered by such indemnitee in connection therewith, provided such indemnitee acted in good faith and in a manner that the indemnitee

reasonably believed to be in or not opposed to the best interests of ReShape and, with respect to any criminal action or proceeding, had no reasonable cause to believe the indemnitee's conduct was unlawful. If and to the extent that the DGCL requires, an advance of expenses incurred by an indemnitee shall be made only upon delivery to ReShape of an undertaking (an "undertaking"), by or on behalf of such indemnitee, to repay all amounts so advanced if it should be determined ultimately by final judicial decision from which there is no appeal that such indemnitee is not entitled to be indemnified for such expenses.

ReShape shall, at the sole cost of the Combined Company, obtain and fully pay for "tail" insurance policies with a claims period of at least six years from and after the Effective Time of the Merger for the persons who were covered by the existing directors' and officers' liability insurance and fiduciary liability insurance of ReShape at the time of the Merger Agreement, with terms, conditions, retentions and levels of coverages at least as favorable as such ReShape insurance, with respect to matters existing or occurring at or prior to the Effective Time of the Merger.

The Combined Company shall indemnify, defend and hold harmless each present and former (as of the Effective Time of the Merger) director, officer and employee of ReShape and Vyome, 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 ReShape or Vyome benefit plan (in each case, acting in such capacity) (the "Indemnified Parties"), against any costs or expenses (including attorney's 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 ReShape or Vyome or a member of the board of directors, officer, employee or fiduciary of any of its respective subsidiaries or a fiduciary under any ReShape or Vyome benefit plan, whether asserted or claimed prior to, at or after the Effective Time of the Merger, to the fullest extent that ReShape or Vyome, as applicable, would have been permitted under applicable law and the applicable organizational documents in effect on the date of the Merger Agreement.

Item 21. Exhibits and Financial Statements.

(a) A list of the exhibits included as part of this registration statement is set forth on the index of exhibits immediately preceding such exhibits and is incorporated herein by reference.

(b) All schedules for which provision is made in the applicable accounting regulations of the SEC have been omitted because they are not required, amounts which would otherwise be required to be shown with respect to any item are not material, are inapplicable or the required information has already been provided elsewhere in the registration statement.

Item 22. Undertakings.

(a) The undersigned registrant hereby undertakes:

(i) To file, during any period in which offers or sales are being made, a post-effective amendment to this registration statement:

(A) to include any prospectus required by Section 10(a)(3) of the Securities Act of 1933;

(B) to reflect in the prospectus any facts or events arising after the effective date of the registration statement (or the most recent post-effective amendment thereof) which, individually or in the aggregate, represent a fundamental change in the information set forth in the registration statement. Notwithstanding the foregoing, any increase or decrease in the volume of securities offered (if the total dollar value of securities offered would not exceed that which was registered) and any deviation from the low or high end of the estimated maximum offering range may be reflected in the form of prospectus filed with the Commission pursuant to Rule 424(b) if, in the aggregate, the changes in volume and price represent no more than a 20 percent change in the maximum aggregate offering price set forth in the "Calculation of Registration Fee" table in the effective registration statement; and

(C) to include any material information with respect to the plan of distribution not previously disclosed in the registration statement or any material change to such information in the registration statement.

(ii) That, for the purpose of determining any liability under the Securities Act, each such post-effective amendment shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.

(iii) To remove from registration by means of a post-effective amendment any of the securities being registered which remain unsold at the termination of the offering.

(iv) That, for the purpose of determining liability under the Securities Act of 1933 to any purchaser, each prospectus filed pursuant to Rule 424(b) as part of a registration statement relating to an offering, other than registration statements relying on Rule 430B or other than prospectuses filed in reliance on Rule 430A (§ 230.430A of this chapter), shall be deemed to be part of and included in the registration statement as of the date it is first used after effectiveness. Provided, however, that no statement made in a registration statement or prospectus that is part of the registration statement or made in a document incorporated or deemed incorporated by reference into the registration statement or prospectus that is part of the registration statement will, as to a purchaser with a time of contract of sale prior to such first use, supersede or modify any statement that was made in the registration statement or prospectus that was part of the registration statement or made in any such document immediately prior to such date of first use.

(b) The undersigned registrant hereby undertakes that, for purposes of determining any liability under the Securities Act of 1933, each filing of the registrant's annual report pursuant to Section 13(a) or Section 15(d) of the Securities Exchange Act of 1934 (and, where applicable, each filing of an employee benefit plan's annual report pursuant to Section 15(d) of the Securities Exchange Act of 1934) that is incorporated by reference in the registration statement shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.

(c)

(i) The undersigned registrant hereby undertakes as follows: that prior to any public reoffering of the securities registered hereunder through use of a prospectus which is a part of this registration statement, by any person or party who is deemed to be an underwriter within the meaning of Rule 145(c), the issuer undertakes that such reoffering prospectus will contain the information called for by the applicable registration form with respect to reofferings by persons who may be deemed underwriters, in addition to the information called for by the other items of the applicable form.

(ii) The registrant undertakes that every prospectus (i) that is filed pursuant to paragraph (1) immediately preceding or (ii) that purports to meet the requirements of section 10(a)(3) of the Securities Act and is used in connection with an offering of securities subject to Rule 415, will be filed as a part of an amendment to the registration statement and will not be used until such amendment is effective, and that, for purposes of determining any liability under the Securities Act of 1933, each such post-effective amendment shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.

(d) Insofar as indemnification for liabilities arising under the Securities Act may be permitted to directors, officers and controlling persons of the registrant pursuant to the foregoing provisions, or otherwise, the registrant has been advised that in the opinion of the Securities and Exchange Commission such indemnification is against public policy as expressed in the Securities Act and is, therefore, unenforceable. In the event that a claim for indemnification against such liabilities (other than the payment by the registrant of expenses incurred or paid by a director, officer or controlling person of the registrant in the successful defense of any action, suit or proceeding) is asserted by such director, officer or controlling person in connection with the securities being registered, the registrant will, unless in the opinion of its counsel the matter has been settled by controlling precedent, submit to a court of appropriate jurisdiction the question

whether such indemnification by it is against public policy as expressed in the Securities Act and will be governed by the final adjudication of such issue.

(e) The undersigned registrant hereby undertakes to respond to requests for information that is incorporated by reference into the prospectus pursuant to Items 4, 10(b), 11, or 13 of this Form, within one business day of receipt of such request, and to send the incorporated documents by first class mail or other equally prompt means. This includes information contained in documents filed subsequent to the effective date of the registration statement through the date of responding to the request.

(f) The undersigned registrant hereby undertakes to supply by means of a post-effective amendment all information concerning a transaction, and the company being acquired involved therein, that was not the subject of and included in the registration statement when it became effective.

EXHIBIT INDEX

Exhibit	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. (included as Annex A to the proxy/information statement-prospectus which forms a part of this registration statement).
2.2*+	Asset Purchase Agreement, dated as of July 8, 2024, by and between ReShape Lifesciences Inc. and Ninjour Health International Limited (included as Annex B to the proxy/information statement-prospectus which forms a part of this registration statement).
2.3+	Amendment to Asset Purchase Agreement, dated as of April 25, 2025, by and between ReShape Lifesciences Inc. and Ninjour Health International Limited (included as Annex B to the proxy/information statement-prospectus which forms a part of this registration statement).
2.4*†	Agreement and Plan of Merger, dated as of January 19, 2021, by and among Obalon Therapeutics, Inc. Optimus Merger Sub, Inc., and the Company (incorporated by reference to Exhibit 2.1 to the Company's Current report on Form 8-K filed with the Securities and Exchange Commission on January 20, 2021).
3.1†	Restated Certificate of Incorporation (incorporated by reference to Exhibit 3.2 to Obalon's Registration Statement on Form S-1, filed with the Securities and Exchange Commission on September 26, 2016).
3.2†	Certificate of Amendment to the Restated Certificate of Incorporation (incorporated by reference to Exhibit 3.1 to Obalon's Current Report on Form 8-K, filed with the Securities and Exchange Commission on June 14, 2018).
3.3†	Certificate of Second Amendment to the Restated Certificate of Incorporation (incorporated by reference to Exhibit 3.1 to Obalon's Current Report on Form 8-K, filed with the Securities and Exchange Commission on July 24, 2019).
3.4†	Third Amendment to the Amended and Restated Certificate of Incorporation of the Company (incorporated by reference to Exhibit 3.1 to the Company's Current Report on Form 8-K filed with the Securities and Exchange Commission on June 15, 2021).
3.5†	Fourth Amendment to the Amended and Restated Certificate of Incorporation of the Company (incorporated by reference to Exhibit 3.2 to the Company's Current Report on Form 8-K filed with the Securities and Exchange Commission on June 15, 2021).
3.6†	Fifth Amendment to the Amended and Restated Certificate of Incorporation of the Company (incorporated by reference to Exhibit 3.1 to the Company's Current Report on Form 8-K filed with the Securities and Exchange Commission on December 28, 2022).
3.7†	Sixth Amendment to the Amended and Restated Certificate of Incorporation of the Company (incorporated by reference to Exhibit 3.1 to the Company's Current Report on Form 8-K filed with the Securities and Exchange Commission on September 24, 2024).
3.8†	Seventh Amendment to Restated Certificate of Incorporation, as amended, of the Company (incorporated by reference to Exhibit 3.1 to the Current Report on Form 8-K filed with the Securities and Exchange Commission on May 9, 2025).

Exhibit	Description
3.9†	Certificate of Designation of Preferences, Rights and Limitations of Series C Convertible Preferred Stock (incorporated by reference to Exhibit 3.3 to the Current Report on Form 8-K filed by the Company on June 15, 2021).
3.10†	Amended and Restated Bylaws, effective as of January 16, 2024 (incorporated by reference to Exhibit 3.1 to the Company's Current Report on Form 8-K filed with the Securities and Exchange Commission on January 18, 2024).
4.1†	Form of Common Warrant (incorporated by reference to Exhibit 4.1 to Amendment No. 3 to the Company's Registration Statement on Form S-1 filed by with the Securities and Exchange Commission on February 3, 2023).
4.2†	Form of Pre-Funded Warrant (incorporated by reference to Exhibit 4.2 to Amendment No. 1 to the Company's Registration Statement on Form S-1 filed with the Securities and Exchange Commission on January 27, 2023).
4.3†	Form of Underwriters' Warrant (incorporated by reference to Exhibit 4.3 to Amendment No. 1 to the Company's Registration Statement on Form S-1 filed with the Securities and Exchange Commission on January 27, 2023).
4.4†	Form of Warrant Agency Agreement between the Company and American Stock Transfer & Trust Company, LLC (incorporated by reference to Exhibit 4.4 to Amendment No. 1 to the Company's Registration Statement on Form S-1 filed with the Securities and Exchange Commission on January 27, 2023).
4.5†	Form of Common Stock Purchase Warrant and form of Pre-Funded Warrant (incorporated by reference to Exhibit 4.1 to the Current Report on Form 8-K filed by the Company on April 26, 2023).
4.6†	Form of Common Stock Purchase Warrant and form of Pre-Funded Warrant (incorporated by reference to Exhibit 4.2 to the Current Report on Form 8-K filed by the Company on April 26, 2023).
4.7†	Form of Common Stock Purchase Warrant (incorporated by reference to Exhibit 4.1 to Amendment No. 2 to the Company's Registration Statement on Form S-1 filed with the Securities and Exchange Commission on September 27, 2023).
4.8†	Form of Pre-Funded Warrant (incorporated by reference to Exhibit 4.2 to Amendment No. 2 to the Company's Registration Statement on Form S-1 filed with the Securities and Exchange Commission on September 27, 2023).
4.9†	Form of Placement Agent's Common Stock Purchase Warrant issued October 3, 2023 (incorporated by reference to Exhibit No. 4.3 to the Company's Current Report on Form 8-K filed with the Securities and Exchange Commission on October 5, 2023).
4.10†	Form of Common Stock Purchase Warrant (incorporated by reference to Exhibit 4.1 to the Company's Current Report on Form 8-K filed with the Securities and Exchange Commission on November 14, 2022).
4.11†	Form of Pre-funded Warrant (incorporated by reference to Exhibit 4.2 to the Company's Current Report on Form 8-K filed with the Securities and Exchange Commission on November 14, 2022).
4.12†	Form of New Warrant (incorporated by reference to Exhibit 4.1 to the Company's Current Report on Form 8-K filed with the Securities and Exchange Commission on June 23, 2022).
4.13†	Form of Series A Common Stock Purchase Warrant issued November 28, 2018 (incorporated by reference to Exhibit 4.1 to the Company's Current Report on Form 8-K filed with the Securities and Exchange Commission on November 28, 2018).
4.14†	Form of Pre-Funded Common Stock Purchase Warrant issued November 28, 2018 (incorporated by reference to Exhibit 4.2 to the Company's Current Report on Form 8-K filed with the Securities and Exchange Commission on November 28, 2018).

Exhibit	Description
4.15†	Form of Placement Agent's Common Stock Purchase Warrant issued November 28, 2018 (incorporated by reference to Exhibit 4.3 to the Company's Current Report on Form 8-K filed with the Securities and Exchange Commission on November 28, 2018).
4.16†	Form of Common Stock Purchase Warrant issued September 20, 2018 (incorporated by reference to Exhibit 4.1 to the Company's Current Report on Form 8-K filed with the Securities and Exchange Commission on September 20, 2018).
4.17†	Form of Placement Agent's Common Stock Purchase Warrant issued September 20, 2018 (incorporated by reference to Exhibit 4.2 to the Company's Current Report on Form 8-K filed with the Securities and Exchange Commission on September 20, 2018).
4.18†	Form of Common Stock Purchase Warrant issued August 3, 2018 (incorporated by reference to Exhibit 4.1 to the Company's Current Report on Form 8-K filed with the Securities and Exchange Commission on August 2, 2018).
4.19†	Form of Placement Agent's Common Stock Purchase Warrant issued August 3, 2018 (incorporated by reference to Exhibit 4.2 to the Company's Current Report on Form 8-K filed with the Securities and Exchange Commission on August 2, 2018).
4.20†	Form of Common Stock Purchase Warrant issued July 12, 2018 (incorporated by reference to Exhibit 4.1 to the Company's Current Report on Form 8-K filed with the Securities and Exchange Commission on July 12, 2018).
4.21†	Form of Placement Agent's Common Stock Purchase Warrant issued July 12, 2018 (incorporated by reference to Exhibit 4.2 to the Company's Current Report on Form 8-K filed with the Securities and Exchange Commission on July 12, 2018).
4.22†	Form of Common Stock Purchase Warrant issued June 21, 2018 (incorporated by reference to Exhibit 4.1 to the Company's Current Report on Form 8-K filed with the Securities and Exchange Commission on June 21, 2018).
4.23†	Form of Placement Agent's Common Stock Purchase Warrant issued June 21, 2018 (incorporated by reference to Exhibit 4.2 to the Company's Current Report on Form 8-K filed with the Securities and Exchange Commission on June 21, 2018).
4.24†	Form of Common Stock Purchase Warrant issued June 8, 2018 (incorporated by reference to Exhibit 4.1 to the Company's Current Report on Form 8-K filed with the Securities and Exchange Commission on June 8, 2018).
4.25†	Form of Placement Agent's Common Stock Purchase Warrant issued June 8, 2018 (incorporated by reference to Exhibit 4.2 to the Company's Current Report on Form 8-K filed with the Securities and Exchange Commission on June 8, 2018).
4.26†	Form of Common Stock Purchase Warrant issued April 3, 2018 (incorporated by reference to Exhibit 4.1 to the Company's Current Report on Form 8-K filed with the Securities and Exchange Commission on April 3, 2018).
4.27†	Form of Warrant, dated August 16, 2017 (incorporated by reference to Exhibit 10.1 to the Company's Current Report on Form 8-K filed with the Securities and Exchange Commission on August 16, 2017).
4.28†	Form of Series C Warrant, dated as of July 8, 2015, by and between the Company and several accredited investors. (incorporated herein by reference to Exhibit 4.2 to the Company's Current Report on Form 8-K filed on July 7, 2015 (File No. 1-33818)).
4.29†	Form of Warrant (incorporated herein by reference to Exhibit 4.2 to the Company's Current Report on Form 8-K filed on November 5, 2015 (File No. 1-33818)).
4.30†	Form of Warrant to purchase shares of Common Stock. (incorporated herein by reference to Exhibit 4.3 to the Company's Registration Statement on Form S-1 filed on January 11, 2017 (File No. 333-213704)).

Exhibit	Description
4.31†	Form of Pre-Funded Warrant to purchase shares of Common Stock, dated December 19, 2024 (incorporated herein by reference to Exhibit 4.31 to the Company's Registration Statement on Form S-1 filed on December 20, 2024 (File No. 333-283952)).
4.32†	Form of Common Stock Warrant (incorporated by reference to Exhibit 4.32 to Amendment No. 2 to Registration Statement on Form S-1 filed by ReShape Lifesciences Inc. on February 13, 2025 (File No. 333-284362)).
4.33†	Form of Placement Agent Warrant (incorporated herein by reference to Exhibit 4.2 to the Company's Current Report on Form 8-K filed with the Securities and Exchange Commission on February 20, 2025).
5.1+	Opinion of Fox Rothschild LLP as to the validity of the securities being registered.
8.1+	Opinion of Sichenzia Ross Ference Carmel LLP as to tax matters.
8.2+	Opinion of Fox Rothschild LLP as to tax matters.
10.1†‡	2022 Equity Incentive Plan (incorporated herein by reference to Exhibit 10.1 to the Company's Current Report on Form 8-K filed with the Securities and Exchange Commission on December 20, 2022).
10.2†‡	Second Amended and Restated 2003 Stock Incentive Plan, as amended on May 23, 2018 (incorporated by reference to Exhibit 10.2 to the Company's Current Report on Form 8-K filed with the Securities and Exchange Commission on May 25, 2018).
10.3†	Form of Securities Purchase Agreement, dated April 20, 2023, by and between ReShape Lifesciences Inc. and the Investor (incorporated herein by reference to Exhibit 10.1 to the Company's Current Report on Form 8-K filed with the Securities and Exchange Commission on April 26, 2023).
10.4†‡	Form of Stock Option Grant Notice and Stock Option Agreement under Second Amended and Restated 2003 Stock Incentive Plan (incorporated herein by reference to Exhibit 10.6 to the Company's Quarterly Report on Form 10-Q filed with the Securities and Exchange Commission on November 14, 2017).
10.5†	Exclusive License Agreement, dated September 19, 2023, by and between ReShape Lifesciences Inc. and Biorad Medysis Pvt. Ltd. (incorporated herein by reference to Exhibit 10.1 to the Company's Current Report on Form 8-K filed with the Securities and Exchange Commission on September 22, 2023).
10.6†	Form of Indemnification Agreement entered into by and between the Company and each of its executive officers and directors. (Incorporated herein by reference to Exhibit 10.17 to Amendment No. 1 to the Company's Registration Statement on Form S-1 filed with the Securities and Exchange Commission on July 6, 2007.
10.7†‡	Employment Agreement, dated November 1, 2022, by and between ReShape and Paul F. Hickey (incorporated by reference to Exhibit 10.1 to the Company's Quarterly Report on Form 10-Q filed with the Securities and Exchange Commission on November 14, 2022).
10.8†‡	Executive Employment Agreement, dated October 29, 2019, by and between the Company and Thomas Stankovich (incorporated by reference to Exhibit 10.6 to the Company's Annual Report on Form 10-K filed with the Securities and Exchange Commission on April 1, 2024).
10.9†‡	Retention Bonus Agreement, dated August 2, 2022, between the Company and Thomas Stankovich (incorporated by reference to Exhibit 10.2 to the Company's Current Report on Form 8-K filed with the Securities and Exchange Commission on August 2, 2022.
10.10†	Lease Agreement, dated March 13, 2023, by and between the Irvine Company LLC and the Company (incorporated by reference to Exhibit 10.8 to the Company's Annual Report on Form 10-K filed with the Securities and Exchange Commission on April 17, 2023).
10.11†	Lease agreement, entered into January 20, 2017, by and between the Company and San Clemente Holdings, LLC (incorporated by reference to Exhibit 10.38 to the Company's Annual Report on Form 10-K filed with the Securities and Exchange Commission on April 2, 2018).

Exhibit	Description
10.12†	Warrant Exercise Agreement, dated June 16, 2022, by and among ReShape Lifesciences Inc. and the investor party thereto (incorporated by reference to Exhibit 10.1 to the Company's Current Report on Form 8-K filed with the Securities and Exchange Commission on June 23, 2022).
10.13†	Form of Securities Purchase Agreement, dated November 8, 2022, by and between ReShape Lifesciences Inc. and the investor party thereto (incorporated by reference to Exhibit 10.1 to the Company's Current Report on Form 8-K filed with the Securities and Exchange Commission on November 14, 2022).
10.14†	Form of Warrant Amendment Agreement, dated November 8, 2022, by and between ReShape Lifesciences Inc. and the investor party thereto (incorporated by reference to Exhibit 10.2 to the Company's Current Report on Form 8-K filed with the Securities and Exchange Commission on November 14, 2022).
10.15†	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 (incorporated by reference to Exhibit 10.1 to the Company's Current Report on Form 8-K filed with the Securities and Exchange Commission on July 9, 2024)
10.16†	Form of Subscription Agreement by and between ReShape Lifesciences Inc. and the investors party thereto (incorporated by reference to Exhibit 10.2 to the Company's Current Report on Form 8-K filed with the Securities and Exchange Commission on July 9, 2024)
10.17†	Form of Voting and Support Agreement by and among ReShape Lifesciences Inc. and certain stockholders of Vyome Therapeutics, Inc. (incorporated by reference to Exhibit 10.3 to the Company's Current Report on Form 8-K filed with the Securities and Exchange Commission on July 9, 2024)
10.18†	Amendment to Employment Agreement, dated July 8, 2024, by and between ReShape Lifesciences Inc. and Paul F. Hickey (incorporated by reference to Exhibit 10.4 to the Company's Current Report on Form 8-K filed with the Securities and Exchange Commission on July 9, 2024)
10.19†	Form of Equity Purchase Agreement, dated as of December 19, 2024 by and between the Company and the Investor (incorporated by reference to Exhibit 10.26 to the Company's Registration Statement on Form S-1 filed with the Securities and Exchange Commission on December 20, 2024).
10.20†	Form of Securities Purchase Agreement, by and between ReShape Lifesciences Inc. and the investors in the offering (incorporated by reference to Exhibit 10.27 to Amendment No. 2 to Registration Statement on Form S-1 filed by ReShape Lifesciences Inc. on February 13, 2025).
10.21†	Promissory Note, dated April 15, 2025, between ReShape Lifesciences Inc. and Vyome Therapeutics, Inc. (incorporated by reference to Exhibit 10.1 to the Company's Current Report on Form 8-K filed with the Securities and Exchange Commission on April 21, 2025).
10.22±	Form of Lock-Up Agreement entered into between ReShape Lifesciences Inc. and certain stockholders of Vyome Therapeutics, Inc.
10.23+	Employment Agreement dated September 30, 2019 between Vyome Therapeutics, Inc. and Venkateswarlu Nelabhotla.
10.24+	Consulting Agreement dated August 26, 2024 between Vyome Therapeutics, Inc. and Foresite Advisors, LLC.
10.25+	Lease Agreement dated January 1, 2024 between Sita Gupta and Vyome Therapeutics Limited for the property located at ground floor, Industrial Property no. 465, FIE, Patparganj, New Delhi — 110092 India.
10.26+	Lease Agreement dated January 1, 2024 between Sita Gupta and Vyome Therapeutics Limited for the property located at basement floor, Industrial Property no. 465, FIE, Patparganj, New Delhi — 110092 India.

Exhibit	Description
10.27+	Renewal Service Agreement dated May 23, 2024 between Regus Management Group, LLC and Vyome Therapeutics, Inc. for the property located at 100 Overlook Center, 2nd Floor, Princeton, New Jersey — 08540, United States.
10.28+	Office Service Agreement dated June 27, 2024 between Regus Management Group, LLC and Vyome Therapeutics, Inc. for the property located at Suite 301, 125 Cambridge Park Drive, Cambridge — 02140, United States.
10.29+	Lease Agreement dated October 1, 2022 between Neeta Jain and Vyome Therapeutics Limited for the property located at C-4/201, Akshar Pavillion, Vadodara — 390021, India.
10.30+	Lease Extension Letter dated September 5, 2023 between Neeta Jain and Vyome Therapeutics Limited for the property located at C-4/201, Akshar Pavillion, Vadodara — 390021, India.
10.31*+	Development & Licensing Agreement dated December 15, 2020 between Vyome Therapeutics Limited and Sun Pharma Laboratories Limited.
10.32†	Form of Securities Purchase Agreement, dated as of October 16, 2024 by and between the Company and Ascent (incorporated by reference to Exhibit 10.1 to the Company's Current Report on Form 8-K filed with the Securities and Exchange Commission on October 17, 2024).
10.33†	Form of Note, dated as of October 16, 2024 (incorporated by reference to Exhibit 10.2 to the Company's Current Report on Form 8-K filed with the Securities and Exchange Commission on October 17, 2024).
10.34†	Form of Registration Rights Agreement, dated as of October 16, 2024 by and between the Company and Ascent (incorporated by reference to Exhibit 10.3 to the Company's Current Report on Form 8-K filed with the Securities and Exchange Commission on October 17, 2024).
10.35†	Form of Security Agreement, dated October 16, 2024 (incorporated by reference to Exhibit 10.4 to the Company's Current Report on Form 8-K filed with the Securities and Exchange Commission on October 17, 2024).
10.36†	Form of Guaranty, dated October 16, 2024 (incorporated by reference to Exhibit 10.5 to the Company's Current Report on Form 8-K filed with the Securities and Exchange Commission on October 17, 2024).
10.37†	Form of Lock-Up Agreement, dated October 16, 2024 (incorporated by reference to Exhibit 10.6 to the Company's Current Report on Form 8-K filed with the Securities and Exchange Commission on October 17, 2024).
10.38†	Form of Leak-Out Agreement, dated October 16, 2024 (incorporated by reference to Exhibit 10.7 to the Company's Current Report on Form 8-K filed with the Securities and Exchange Commission on October 17, 2024).
10.39†	Equity Purchase Agreement, dated as of December 19, 2024, by and between the Company and Ascent (incorporated by reference to Exhibit 10.26 to the Company's Registration Statement on Form S-1 filed with the Securities and Exchange Commission on December 20, 2024).
10.40	License and Non-Stocking Distribution Agreement, dated as of February 28, 2025, by and between the Company and Liaison Medical Ltd.
21.1+	Subsidiaries of ReShape Lifesciences Inc.
23.1+	Consent of Fox Rothschild LLP relating to opinion as to validity of the securities being registered (included in Exhibit 5.1 hereto).
23.2+	Consent of Sichenzia Ross Ference Carmel LLP (included in Exhibit 8.1 hereto).
23.3+	Consent of RSM US LLP, former Independent Registered Public Accounting Firm of ReShape.
23.4+	Consent of Kreit & Chiu CPA LLP, Independent Registered Public Accounting Firm of Vyome.
23.5+	Consent of Haskell & White LLP, Independent Registered Public Accounting Firm of ReShape.
24.1+	Power of Attorney (included on the signature page to the original registration statement).
99.1±	Form of Proxy Card to be used by holders of common stock of ReShape Lifesciences Inc.
99.3	Consent of Maxim Group LLC.

Exhibit	Description
99.5+	Consent of Krishna K. Gupta to be named as a director.
99.6+	Consent of Venkat Nelabhotla to be named as a director.
99.7+	Consent of Shiladitya Sengupta to be named as a director.
99.8+	Consent of Mohanjit Jolly to be named as a director.
99.9+	Consent of Stash Pomichter to be named as a director.
99.10+	Consent of Dan W. Gladney to be named as a director.
107+	Calculation of Filing Fee Table

* The schedules and exhibits to this exhibit have been omitted pursuant to Item 601(b)(2) of Regulation S-K. A copy of any omitted schedule and/or exhibit will be furnished to the SEC upon request.

† Incorporated by reference and not filed herewith.

‡ Management contract or compensatory plan or arrangement.

± To be filed by amendment.

+ Previously filed.

SIGNATURES

Pursuant to the requirements of the Securities Act, the registrant has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Irvine, State of California, on May 14, 2025.

RESHAPE LIFESCIENCES INC.

By: /s/ Paul F. Hickey

Paul F. Hickey
President and Chief Executive Officer

Pursuant to the requirement of the Securities Act of 1933, this registration statement has been signed by the following persons in the capacities and on the dates indicated.

Signatures	Capacity	Dates
/s/ Paul F. Hickey Paul F. Hickey	President and Chief Executive Officer and Director (Principal Executive Officer)	May 14, 2025
/s/ Thomas Stankovich Thomas Stankovich	Chief Financial Officer (Principal Financial and Accounting Officer)	May 14, 2025
* Dan W. Gladney	Director	May 14, 2025
* Lori C. McDougal	Director	May 14, 2025
* Arda Minocherhomjee	Director	May 14, 2025

* By Paul F. Hickey, as attorney-in-fact

/s/ Paul F. Hickey

Paul F. Hickey

Exhibit 10.40

LICENSE AND NON-STOCKING DISTRIBUTION AGREEMENT

This License and Distribution Agreement (this "**Agreement**") is entered into as of February 28, 2025 (the "**Effective Date**") (by and between **ReSHAPE LifeSciences, Inc.**, a Delaware corporation with its principal place of business at 7625 Golden Triangle Drive, Suite G, Eden Prairie, MN 55344 ("RESHAPE") and **Liaison Medical** Ltd. with its principal place of business at 100 rue Jean Coutu Suite 102, Varennes, Quebec J3X0E1("**Liaison Medical**").

BACKGROUND

Whereas, RESHAPE distributes certain medical devices and products;

Whereas, RESHAPE desires to grant to **Liaison Medical,** and Liaison Medical desires to receive from RESHAPE, an exclusive license to distribute Agreement Products (as defined below) in the Territory (as defined below) under the terms and conditions set forth herein.

Now, Therefore, in consideration of 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 agree as follows:

AGREEMENT

1. Definitions. Capitalized terms used in this Agreement and not otherwise defined when used shall have the meanings specified in this Section 1:

1.1 "**Agreement Products**" means each of the products set forth in Exhibit A. Exhibit A may be updated from time to time on mutual written agreement of the parties.

1.2 "Affiliate" means, with respect to a party, any person or entity that is directly or indirectly controlled by, under common control with, or that controls such party. For the avoidance of doubt, any such person or entity shall cease to be an "Affiliate" of such party under this Agreement when such person or entity (as the case may be) is no longer directly or indirectly controlled by, under common control with, or controlling such party. For purposes of this definition, "controls," "control". and "controlling" mean the direct or indirect ownership or control (whether through contract or otherwise) of shares entitled to more than fifty percent (50%) of the vole for the election of directors in the case of corporate entities and in the case of non-corporate entities, more than fifty percent (50%) of the equity interest with the power to direct management policies, or the direct or indirect power to direct or cause the direction of the management or policies of the party.

1.3 "**RESHAPE Marks**" means the trademarks and trade names of RESHAPE and its Affiliates utilized in connection with the marketing and distribution of Agreement Products listed in Exhibit A (as such list may be updated from time to time by RESHAPE upon written notice to **Liaison Medical).**

1.4 "**Applicable Law**" means any applicable domestic or foreign federal, state, provincial or local statute, law (including common law), ordinance, regulation, rule, code or governmental order, or any other requirement or rule of law.

1.5 "**Commercialization Year**" means time period within a calendar (fiscal) year. "Commercialization Year 1" refers to the remaining months prior to the end of the calendar year (ending December 31st 2024). "Commercialization Year 2" refers to the twelve (12) month period immediately following Commercialization Year I, and so on.

1.6 the first (4) each twelve (12) month period following the Launch Date (e.g. "Commercialization Year 1" refers to the twelve (12) month period immediately following the Launch Dale, "Commercialization Year 2" refers to the twelve (12) month period immediately following Commercialization Year 1, and so on).

1.7 "**Governmental Approvals**" means all governmental authorizations, registrations, and approvals as may be necessary with respect to the distribution of Agreement Products in the Territory.

1.8 "**Launch Date**" means **February 28th 2025**.

1.9 "**Specifications**" means the specifications and requirements for each Agreement Product, as published by RESHAPE.

1.10 "**Territory**" means **"(Canada)"**.

2. **License**. Subject to the terms and conditions of this Agreement, RESHAPE hereby grants to Liaison Medical an exclusive (subject to Section 5.2 and Section 9.3), non-transferable (except for permitted assignments under Section 14.4), license to market, promote, import, export and distribute Agreement Products in the Territory to registered medical doctors.

3. **Manufacturing**. All Agreement Products will be manufactured by RESHAPE or its contract manufacturers.

4. **Governmental Approvals**.

4.1 **Liaison Medical** shall at all times fully comply with all legal and/or other regulatory requirements, authorizations, and/or approvals from the appropriate health ministries and government agencies, in relation to the importation, storage, sale and distribution of Products in the Territory.

4.2 **Liaison Medical** shall be responsible for obtaining and maintaining all legal and/or other regulatory requirements, authorizations and/or approvals from the appropriate health ministries and government agencies for the importation, storage, sale and distribution of Products in the countries or **"(Canada)"** during the term of this Agreement. **Liaison Medical** recognizes that all filings required by all legal and/or other regulatory requirements, authorizations and/or approvals from the appropriate health ministries and government agencies for the importation, storage, sale and distribution of Products are intrinsically related to the Products and its marketability. **Liaison Medical** declares to fully recognize that RESHAPE is the beneficial owner of any such registrations and, upon termination of this Agreement, will diligently perform all that is necessary to assure adequate transfer of such registries to RESHAPE or whomever RESHAPE appoints. For this **Liaison Medical** hereby grants to RESHAPE, an irrevocable Power of Attorney, in accordance with **"(Canada)"'s** Civil Code, to perform on its name and behalf all necessary acts for the obtention of such specific result.

4.3 **Liaison Medical** shall advise RESHAPE promptly of any changes in said authorizations and/or approvals.

4.4 **Compliance with Laws.** RESHAPE and **Liaison Medical** each shall comply with all pertinent provisions of Health Canada Medial Device Regulations (as amended from time to time) and with all rules and regulations promulgated by Health Canada applicable to the manufacturing, marketing and sale of the Products. **Liaison Medical** will further comply with all applicable laws and regulations in the Territory in which it has the right to market and sell the Products. RESHAPE and **Liaison Medical** will cooperate where appropriate to assure compliance of both parties with such laws and regulations.

4.5 **Compliance Certificate.** Annually on the anniversary of the Agreement, **Liaison Medical'**s chief executive officer shall certify to RESHAPE in writing **Liaison Medical**'s compliance with the requirements of Section 4.4.RESHAPE will assist **Liaison Medical** in this regard by providing technical or other data required for Products approval. RESHAPE will provide foreign language labeling as required for sale of Products within the Territory.

4.6 **Liaison Medical** shall fully comply al all limes with the terms of the Quality System Requirements specified in the Attachments hereto (including the **Liaison Medical** Quality Systems Agreement," "Agreed Timeline for Complaints Reporting," "RESHAPE Standard Operating Procedure SOI" and "Medical Device Vigilance System Procedure" in the interests of compliance with complaint reporting procedures and regulatory requirements.

4.7 It is hereby acknowledged by **Liaison Medical** that RESHAPE may amend, vary and/or add to the Quality System Requirements as it, in its sole discretion, may decide from time to time, and that said Requirements as amended, varied and/or added to shall thereupon be incorporated into and form part of this Agreement, upon written notice thereof to the **Liaison Medical.**

4.8 **Training. Liaison Medical** shall from time to time, provide to each hospital, doctor and approved sub-distributor such information and in-service training concerning the technical specifications of the Products, as may be provided to **Liaison Medical** by RESHAPE. **Liaison Medical** shall provide notice of such in-service training to RESHAPE, promptly after each session.

4.9 **Maintenance of Records. Liaison Medical** shall keep proper books of account and a true record of all Products purchased by **Liaison Medical**, including (as applicable) names, quantities, locations, and model numbers, and lot numbers of the Products. **Liaison Medical** shall make all records relating to the Products available for inspection by RESHAPE upon twenty-four (24) hours' notice. Such inspection shall take place during normal business hours. As and when requested to do so by RESHAPE **Liaison Medical** shall assist RESHAPE in collecting clinical data from designated clinical centers within the Territory. **Liaison Medical** shall assist in any recall of Products sold in any Territory, to the extent requested to do so by RESHAPE. RESHAPE realizes that some hospitals may not release certain information to **Liaison Medical** due to patient confidentiality issues, and that all **Liaison Medical** shall be required to do is to use its best efforts to comply with the request.

5. Marketing and Distribution Efforts.

5.1 **Liaison Medical** shall use its best efforts to actively promote and sell such products throughout the Territory. In this regard, **Liaison Medical** shall provide sufficient qualified personnel and **Liaison Medical** shall, at all times, ensure that one of its suitably qualified and experienced personnel is assigned to Product responsibility in those areas of interest to RESHAPE.

5.2 **Liaison Medical** shall have all personnel who sell the RESHAPE Agreement Products trained in a qualified, RESHAPE sales training workshop and physician training workshop prior to selling the RESHAPE Agreement Products.

5.3 **Liaison Medical** shall not distribute or promote products of its own make or manufactured by a third party, which are similar to, or competitive with, the Products.

5.4 **Liaison Medical** shall not divulge to third parties any knowledge gained from **Liaison Medical's** business relations with RESHAPE (including, but not limited to, trade secrets, confidential information, or financial information) throughout the duration of this Agreement and for live (5) years subsequent to its termination.

5.5 **Liaison Medical** shall not do anything or permit any act that might prejudice, dilute, or otherwise adversely affect RESHAPE's name or trademarks in any manner during the term of or alter expiration or termination of this Agreement.

5.6 **Liaison Medical** shall comply with the RESHAPE Standard of Care Agreement.

5.7 **Liaison Medical** shall conduct advertising at **Liaison Medical's** own expense and in the customary and requisite manner specific to the industry and shall inform RESHAPE of all advertising campaigns. **Liaison Medical** agrees that specific marketing or promotional material not provided by RESHAPE shall include RESHAPE name and trademarks and must be approved by RESHAPE.

5.8 **Liaison Medical** shall take part in the exhibitions and congresses in the Territory at **Liaison Medical's** expense, insofar as RESHAPE judges the **Liaison Medical's** participation conducive to promotion of sales of Products in the Territory. **Liaison Medical** shall notify RESHAPE at the beginning of each year of all exhibitions and congresses planned for the year. RESHAPE and **Liaison Medical** shall jointly participate at exhibitions and congresses of international character.

5.9 **Liaison Medical** shall advise RESHAPE in advance of all medical device regulations that apply to Products covered by this Agreement. **Liaison Medical** agrees to make all filings with the appropriate health ministries in RESHAPE'S name to satisfy the legal requirements for distribution of products in the Territory. RESHAPE agrees to assist **Liaison Medical** by providing technical or other data required for Product approval.

5.10 **Liaison Medical** shall quarterly and fully report to RESHAPE on activities and development of the market in the **Liaison Medical's** Territory. **Liaison Medical** agrees to complete quarterly market summaries (including retail pricing disclosure) as provided by RESHAPE.

5.11 **Liaison Medical** shall provide on-going instruction and education to its customers regarding the use of Products, including sponsoring meeting coverage, Internet support, workshops and courses as deemed necessary by RESHAPE.

5.12 **Liaison Medical** shall purchase and maintain an adequate amount of marketing literature and demonstration samples of Products for promotional and exhibition purposes.

5.13 **Liaison Medical** shall not supply Products to anyone outside the contractual Territory or to any other **Liaison Medical** or reseller without the express written consent of RESHAPE.

5.14 **Liaison Medical** shall not knowingly sell the Agreed Products to any entity where the Agreed Products will be used by a physician who has not been trained in a RESHAPE approved professional education workshop.

5.15 **Liaison Medical** shall procure and maintain in full force and effect valid and collectible insurance policies in connection with its activities as contemplated by this Agreement. **Liaison Medical** agrees that such policies shall provide coverage in an amount not less than U.S. $5 million per occurrence and shall name RESHAPE as uninsured or additional insured. The existence of such coverage shall in no way limit **Liaison Medical's** liability or obligations under this Agreement.

5.16 **Liaison Medical** shall use commercially reasonable efforts to achieve the Sales Revenue Objectives set forth on Exhibit B ("Sales Revenue Objectives"). In the event **Liaison Medical** foils to achieve the Sales Revenue Objectives, RESHAPE shall have the right, upon written notice that must be received by **Liaison Medical** within ninety (90) days following the end of the applicable time period set forth on Exhibit B, to either (i) terminate this Agreement effective or (ii) convert the licenses under Section 2 to non-exclusive, in each case effective upon receipt by **Liaison Medical** of the written notice provided for in the previous sentence.

6. **Loyalty**. **Liaison Medical** hereby agrees that while **Liaison Medical's** distribution rights are exclusive hereunder, **Liaison Medical** shall not, without RESHAPE's prior written consent on a case-by-case basis, advise or assist any third party with the development, manufacture, promotion, marketing, distribution and/or sale of products that are directly or indirectly competitive with any of the Agreement Products.

7. **Trademarks**.

7.1 **Registration and Ownership.** RESHAPE shall, at its cost and expense, maintain the registration of the RESHAPE Marks in the Territory. Liaison Medical acknowledges that, as between the parties, the RESHAPE Marks are owned exclusively by RESHAPE. Liaison Medical shall not take any action inconsistent with such ownership and shall cooperate, at RESHAPE's request and expense, in any action (including the conduct of legal proceedings), which RESHAPE deems necessary or desirable to establish or preserve RESHAPE's rights in and to the RESHAPE Marks. **Liaison Medical** will not adopt, use, or attempt to register any trademarks or trade names that are confusingly similar to the RESHAPE Marks or in such a way as to create combination marks with the RESHAPE Marks.

7.2 Branding. RESHAPE grants to Liaison Medical an exclusive (subject to Section 5.2 and Section 9.3). non-transferable (except for permitted assignments under Section 14.4), license to use and reproduce the RESHAPE Marks solely in connection with Liaison Medical's marketing, promoting, importing, exporting and distributing Agreement Products in the Territory under this Agreement. Liaison Medical will provide RESHAPE with samples of all materials related to the Agreement Products that contain the RESHAPE Marks prior to their public use, distribution or display, and will obtain RESHAPE's approval before such use, distribution or display (such approval not to be unreasonably withheld, conditioned or delayed). All goodwill arising as a result of the use of the RESHAPE Marks shall inure to the benefit of RESHAPE.

8. Manufacture and Supply.

8.1 Purchase Orders. Subject to the terms and conditions of this Agreement, RESHAPE shall, during the Term, manufacture and supply Agreement Products to Liaison Medical accounts pursuant to individual and/or blanket purchase orders (each a "Purchase Order") issued by those accounts, against which releases will be made by RESHAPE. Each Purchase Order will specify the Agreement Product(s) to be supplied and the quantities, due dates, the location to which the Agreement Product(s) are to be shipped, the location to which invoices are to be sent for payment and any special instructions relative to such supply. To the extent that any terms on Liaison Medical's accounts Purchase Order or on RESHAPE's invoices or acknowledgement documents are inconsistent with or contrary to the terms set forth in this Agreement, the terms or this Agreement shall prevail.

8.2 Labeling. RESHAPE shall produce and pack the Agreement Products. Direction for Use (FU) are written in English and provided electronically on RESHAPE's website. Upon request DFU written in French are available.

8.3 All packaging will be subject to review and rejection by RESHAPE. Liaison Medical will be responsible for the accuracy and completeness of all labels for Agreement Products and for the compliance of all such labels with Applicable Law. The label shall be agreed to within 60 days of Initial Sales to ensure the lead time provided in Section 7.5

8.4 Inspection of Products. Liaison Medical shall inspect the Products promptly upon their arrival at the shipping destination designated on the applicable purchase order to ensure that serial numbers match. All defects or irregularities that are reasonably capable of being discovered upon inspection at the shipping destination must be reported in writing to RESHAPE within twenty-one (21) days after the date of receipt of the Products. All other defects or irregularities must be reported in writing to RESHAPE within twenty-one (21) days after discovery. In order to make a claim arising out of any defect or irregularity in any Product, **Liaison Medical** must have given notice to RESHAPE in accordance with the foregoing schedule.

8.5 Risk of Loss. All risk of loss or damage to the Product shipped will pass from RESHAPE to **Liaison Medical** at the shipping point.

8.6 **Returns. Liaison Medical** may not return inventory to RESHAPE or transfer inventory to any other Distributor without RESHAPE's express written consent. RESHAPE shall issue and maintain a returned goods policy for **Liaison Medical**'s use. **Liaison Medical** will bear all risks of loss or damage to returned Products occurring before receipt of the Products by RESHAPE.

9. **Prices and Payment Terms.**

9.1 **Pricing.** Pricing for Agreement Products shall be as set forth in Exhibit A.

(a) RESHAPE may, at its sole discretion, make price revisions of the Products from time to time given sixty days advance notice to Liaison Medical.

(b) RESHAPE will make available to Liaison Medical account pricing and sales terms. Liaison Medical may recommend suggested pricing as necessary to maintain and grow sales. RESHAPE will provide Liaison Medical pricing guidelines which will indicate when Liaison Medical is required to obtain approval from RESHAPE prior to extending pricing to a customer.

(c) RESHAPE will sell to Liaison Medical product which is intended for marketing, promotion, demonstration and training-related activities only. The Liaison Medical is not allowed to sell RESHAPE product directly to customers or any third-party without written permission from RESHAPE.

9.2 **Commission.** Commission payment to Liaison Medical for Agreement Products shall be as set forth in Exhibit C or such other compensation as mutually agreed upon by the parties in writing.

9.3 **Payment Terms.** RESHAPE shall pay Liaison Medical for Agreement Products within thirty (30) days of account invoice receipt and confirmation of sales from Reshape. If Liaison Medical disputes any portion of a payment received from RESHAPE, then Liaison Medical shall so notify RESHAPE in writing of the disputed amounts and the parties shall attempt to reconcile the disputed amounts as soon as practicable. Payments should be sent to the address as specified in writing by Liaison Medical. Payment shall be exclusive of taxes, duties, tariffs, and other governmental charges arising from billing of Agreement Products through RESHAPE. In addition, upon termination of contract RESHAPE shall pay Liaison Medical for Agreement Products within One-Hundred and Twenty (120) days of account invoice receipt.

10. **Agreement Product Warranties.**

10.1 RESHAPE represents and warrants the following:

(a) The Agreement Products supplied under this Agreement shall be manufactured in accordance with all applicable laws.

(b) The Agreement Products shall conform with the Specifications and be of good and merchantable quality, free from defects in materials and workmanship and fit for their intended purposes; provided, however this warranty shall not apply to defects resulting from the Agreement Products being abused outside of the ordinary course.

(c) RESHAPE has all rights necessary for the distribution and use of the Agreement Products, without interfering with or infringing upon any intellectual property rights of any third party.

(d) At the time of shipment of each Agreement Product, such Agreement Product shall have no less than eighteen (12) months of remaining shelf-life.

(e) RESHAPE's (or its manufacturer's) facilities hold all necessary licenses and permits from local, state and other authorities required for the manufacture and testing of the Agreement Products, and all such licenses and permits are in full force and effect. RESHAPE is not aware of the existence of any outstanding violations of any such licenses or permits and warrants that no proceeding is pending, or to the knowledge of RESHAPE, threatened, seeking the revocation or limitation of any such licenses or permits.

10.2 Recalls. RESHAPE shall have the right to reasonably declare any recall 01: or field corrective action to, or advisory letter of, any Agreement Product (a "Recall"). Liaison Medical shall provide RESHAPE reasonable assistance in connection with any Recall and RESHAPE shall reimburse Liaison Medical for all expenses reasonably incurred by Liaison Medical in connection therewith. If a party becomes aware of any Agreement Product defect or any action by a governmental authority requiring a Recall, then such party shall notify the other party within twenty-four (24) hours of becoming aware of such event.

10.3 Quality Records. For a period of at least two (2) years after delivery to Distributor of each Agreement Product, or such longer period as may be required under Applicable Laws, RESHAPE shall: (a) maintain traceability records for each Agreement Product, including the manufacture dale and the lot or serial number of each unit of Agreement Product; (b) maintain manufacturing records, quality system records, and complaint files and (c) provide Distributor a copy of such records without charge upon Distributor's request.

10.4 Quality Requirements. Liaison Medical and RESHAPE shall agree to a mutually approved quality agreement defining the quality requirements, the roles, and the responsibilities of the two quality organizations to support the product(s) and service(s) associated with the Agreement Products in Exhibit A.

11. Representations and Warranties.

11.1 Mutual Representations and Warranties. Each party represents and warrants that (a) it has full right, power, and authority to enter into this Agreement and to perform its obligations and duties under this Agreement, (b) the performance of such obligations and duties does not and will not conflict with or result in a breach of any other agreements of such party or any judgment, order, or decree by which such party is bound, and (c) it will comply with all Applicable Laws in connection with its performance under this Agreement.

11.2 General Disclaimer. NEITHER PARTY MAKES ANY REPRESENTATIONS, EXTENDS ANY WARRANTIES OF ANY KIND, ASSUMES ANY RESPONSIBILITY OR OBLIGATIONS WHATSOEVER, OR CONFERS ANY RIGHT BY IMPLICATION, ESTOPPEL, OR OTHERWISE, OTHER THAN THE LICENSES RIGHTS, AND WARRANTIES EXPRESSLY GRANTED HEREIN.

12. Indemnity and Insurance.

12.1 RESHAPE Indemnity. Except to the extent covered by Liaison Medical's indemnity obligations under Section 9.2, RESHAPE agrees to defend Liaison Medical, its Affiliates and each of their respective officers, directors, employees, contractors, agents und customers (each an "Liaison Medical Indemnified Party") from and against any claim, suit or other proceeding brought by a third party (a "Claim") to the extent such Claim arises out of (a) any Agreement Product; (b) RESHAPE's breach of this Agreement, including any representations and/or warranties hereunder, (c) the negligence, recklessness or willful misconduct on the part of RESHAPE, its officers, directors, employees, agents or other representatives in connection with this Agreement; or (d) an allegation that the Agreement Products or the RESHAPE Marks infringe or misappropriate the rights, including intellectual property rights, of such third party. RESHAPE will indemnify and hold harmless each Liaison Medical Indemnified Party from any liabilities, losses, damages, judgments, awards, lines, penalties, costs and expenses (including reasonable attorneys' fees and costs of defense) (collectively, "Losses") incurred by or levied against such Liaison Medical Indemnified Party as a result of such Claim.

12.2 Liaison Medical Indemnity. Liaison Medical agrees to defend RESHAPE, its Affiliates and each of their respective officers, directors, employees, contractors and agents (each a "RESHAPE Indemnified Party") from and against any Claim to the extent such Claim arises out of (a) "(ENTER DISTRIBUTOR NAME)"'s breach of this Agreement, including any representations and/or warranties hereunder, (b) the negligence, recklessness or willful misconduct on the part of Liaison Medical, its officers, directors, employees, agents or other representatives in connection with this Agreement; or (c) an allegation that any of Liaison Medical's intellectual property infringes or misappropriates the rights, including intellectual property rights, of such third party. Liaison Medical will indemnify and hold harmless each RESHAPE Indemnified Party from any Losses incurred by or levied against such RESHAPE Indemnified Party as a result of such Claim.

12.3 General Conditions of Indemnification. The indemnifying party's (the "Indemnifying Party") obligations under Sections 9.1 and 9.2 are conditioned upon the party to be indemnified (the "Indemnified Party") (a) providing written notice to the Indemnifying Party of any covered Claim within thirty (30) days after the Indemnified Party has knowledge of such Claim (except that failure to timely provide such notice will relieve the Indemnifying Party of its obligations only to the extent the Indemnifying Party is materially prejudiced as a direct result of such delay); (b) giving the Indemnifying Party sole control over the defense thereof and any related settlement negotiations; and (c) cooperating and, at the Indemnifying Party's request und expense, assisting in such defense. Notwithstanding the foregoing, the indemnified Party may participate at its own expense in the defense and any settlement discussions, and will have the right to approve any settlement agreement that involves an admission of fault by the Indemnified Party or imposes non-monetary obligations on the Indemnified Party; provided, however, that such approval will not be unreasonably withheld.

12.4 Insurance. Liaison Medical, at its sole cost and expense, will maintain appropriate insurance including, but not limited to, Commercial General Liability Insurance with Broad Form Contractual Liability; premises, operations coverage including products and completed operations and Personal Injury/Properly Damage Coverage, with limits of not less than $1,000,000 per occurrence, $5,000,000 annual aggregate. A Certificate of Insurance indicating such coverage will be delivered to RESHAPE upon request. The Certificate will (a) indicate that the policy will not change or terminate without at least thirty (30) days prior written notice to RESHAPE, (b) list RESHAPE as an additional insured on the commercial general liability policy mid (c) indicate that the insurer waives its subrogation rights against RESHAPE.

13. Term and Termination.

13.1 Term. The initial term of this Agreement shall commence on the Effective Date and shall continue through the end of "Commercialization Year 3" (December 31, 2027). Thereafter, this Agreement shall renew automatically for an additional successive one (1) year terms ("Renewal Term", together with the Initial Term, the "Term") unless either party provides notice 90 days prior to the end of the then expiring Term. Neither party will have a preemptive right to renew against the will of the other party. No indemnification will accrue for goodwill or intangible values in case of non-renewal.

13.2 Termination. Each party may terminate this Agreement upon written notice to the other party if the other party (a) materially breaches any provision of this Agreement and fails to cure such breach within sixty (60) days after receipt of written notice describing the breach in reasonable detail, or (b) becomes insolvent or seeks protection under any bankruptcy, receivership, trust deed, creditors arrangement, or comparable proceeding or if any such proceeding is instituted against the other party and not dismissed within ninety (90) days. In addition, RESHAPE may terminate this Agreement upon written notice to Liaison Medical in the event (i) any required Governmental Approvals are denied or will not be obtained in u timely manner (as determined by RESHAPE in its reasonable discretion) or (ii) Liaison Medical breaches Section 5.3 of the Agreement and fails to cure such breach within ten (10) days.

13.3 Effect of Termination. On the effective date of expiration of this agreement, (the "Expiration/Termination Date"), all licenses granted by RESHAPE to Liaison Medical under this Agreement will be revoked and Liaison Medical will cease all further marketing, promotion and distribution of the Agreement Product(s). In addition, RESHAPE may provide Liaison Medical with a termination fee based on criteria set forth in Exhibit D.

13.4 Survival. Except as otherwise expressly set forth herein, the following provisions will survive expiration or termination of this Agreement pursuant to their terms, together with any other provisions necessary for their construction and enforcement: Sections 1, 6, 7, 8, 9, 10.3, 10.4, 11, 12, 13 and 14 along with any payment obligations hereunder and any other provision of this Agreement that by its terms would survive expiration or termination.

14. CONFIDENTIALITY.

14.1 Definition. "Confidential Information" means any and all information related to a party's ("Discloser's") business (including trade secrets, technical and scientific information, business forecasts and strategics, marketing plans, customer and supplier lists, product information, research and development information, study results, personnel information, financial data and proprietary information of third parties provided to Discloser in confidence) that is labeled or identified as "confidential" or "proprietary" or that the other party ("Recipient") otherwise knows, or would reasonably be expected to know under the circumstances, Discloser considers to be confidential or proprietary or Discloser has a duty to treat as confidential.

14.2 Nondisclosure Obligations. Recipient agrees that it will (a) hold Discloser's Confidential Information in confidence using the same standard of care as it uses to protect its own confidential information of a similar nature, but in no event less than reasonable care; (b) not disclose the Confidential Information of Discloser to any third party without Discloser's prior written consent, except as expressly permitted under this Agreement; and (c) limit access to Discloser's Confidential Information to those of its employees or agents having a need to know for purposes of performance hereunder who are bound by confidentiality obligations at least as restrictive as those set forth herein. Notwithstanding the foregoing, Recipient may make disclosures as required by a court of law or any governmental entity or agency, provided that Recipient provides Discloser with reasonable prior notice lo enable Discloser to seek confidential treatment of such information.

14.3 Exclusions. The restrictions on the use and disclosure or Confidential Information shall not apply to any of Discloser's Confidential Information (or portion thereof) which (a) is or becomes publicly known through no act or omission of Recipient; (b) is lawfully received from a third party without restriction on disclosure; (c) is already known by Recipient at the time it is disclosed by Discloser, as shown by Recipient's written records; or (d) is independently developed by Recipient without reference to Discloser's Confidential information as shown by Recipient's written records.

14.4 Return of Confidential Information. Upon Discloser's request and upon any termination or expiration of this Agreement, Recipient will promptly (a) return to Discloser or, if so directed by Discloser, destroy all tangible embodiments of Discloser's Confidential Information (in every form and medium); (b) permanently erase all electronic files containing or summarizing any of Discloser's Confidential Information (except for any computer records or files that have been created pursuant to Recipient's automatic archiving and back-up procedures and the removal of which is not technically reasonable); and (c) if so directed by Discloser, certify to Discloser in writing that Recipient has fully complied with the foregoing obligations. Notwithstanding the foregoing, Recipient shall be permitted to retain one (1) copy of Discloser's Confidential Information for its legal archives (subject to a continuing obligation of confidentiality) or as otherwise required by Applicable Laws.

14.5 Survival. Recipient's confidentiality obligations as set forth above shall continue in full force and effect for live (5) years from the expiration or termination of this Agreement or such longer period(s) as required by Applicable Laws.

15. Limitation or Liability. TO THE EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, SPECIAL OR PUNITIVE DAMAGES, INCLUDING ANY DAMAGES FOR LOSS OF PROFIT OR INCOME, ARISING FROM OR RELATING TO THIS AGREEMENT, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES; PROVIDED, HOWEVER, THIS LIMITATION SHALL NOT APPLY TO (A) EACH PARTY'S INDEMNIFICATION OBLIGATIONS UNDER SECTION 9; (B) EACH PARTY'S BREACH or ITS CONFIDENTIALITY OBLIGATIONS UNDER SECTION 11; OR (C) EACH PARTY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT.

15.1 Audits. During the Term and for a period of three (3) years thereafter ("Audit Period"), each party (the "Audited Party") will keep and maintain accurate and detailed books and records adequate for the other party (the "Auditing Party") to verify the Audited Party's compliance with this Agreement, including, all amounts due and payable hereunder. The Auditing Party will have the right, no more than once each calendar year during the Audit Period, upon ten (10) business days' prior written notice to the Audited Party, to inspect and audit the Audited Party's books and records for the sole purpose of verifying the Audited Party's compliance with this Agreement. The Audited Party may, at its sole expense, challenge the Auditing Party's audit results by engaging an independent auditing agency, which will reconcile its results with the results of the first audit conducted by the Auditing Party. In the event that the Auditing Party's and Audited Party's audit results differ, and the parties are unable to reach a mutual agreement with respect thereto within thirty (30) days following the completion of the Audited Party's reconciliation audit, then the parties shall engage an independent auditor mutually selected by the parties to conduct a third audit, the findings or which shall be final and binding on the parties and the costs or which shall be borne by the party that was found to be incorrect. Each audit engaged by the Auditing Party will be conducted at the Auditing Party's expense; provided, however, if any unchallenged or reconciled audit reveals that the Audited Party has failed to comply with this Agreement in any material respect, the Audited Party will reimburse the Auditing Party for all costs and expenses incurred by the Auditing Party in connection with its audit(s).

16. Governing Law and Dispute Resolution. Except for collection of prices unpaid, in which case RESHAPE may unilaterally choose to procure jurisdiction with competent **"(Canada)"** Courts, any controversy or claim arising out of or relating to this Agreement or the breach thereof shall be conclusively determined by arbitration administered by the American Arbitration Association in California under its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court of the State of California having jurisdiction thereof.

16.1 Liaison Medical agrees to submit itself to the jurisdiction or the courts of the State of California for this purpose.

16.2 Liaison Medical expressly waives any right it may have to initiate a proceeding with respect to any dispute that falls within the scope of the parties' arbitration agreement in any court, tribunal or other forum in the Territory or in the slate or nation in which the Territory is located ("Waived Proceeding").

16.3 Liaison Medical agrees that it shall not threaten to initiate or initiate any Waived Proceeding and shall be liable to RESHAPE for damages and/or equitable relict; including, without limitation, an injunction issued in the United States of America prohibiting the maintenance by Liaison Medical of any Waived Proceeding.

17. General.

17.1 Publicity. Neither party may issue a press release or make any other public announcement concerning this Agreement or with respect to its business relationship with the other party without such other party's prior written approval. except that each party may make such disclosure(s) as required by Applicable Laws.

17.2 Relationship of Parties. The relationship of the parties established under this Agreement is that or independent contractors and neither party is a partner, employee, agent or joint venture partner of or with the other, and neither party has the right or authority to assume or create any obligation on behalf of the other party.

17.3 Assignment. Neither party shall have the right to assign this Agreement or any of the rights or obligations hereunder without the prior written consent of the other party; provided, however, each party may assign this Agreement to an Affiliate or successor to that area of its business to which this Agreement is related.

17.4 Notices. All notices required in connection with this Agreement will be in writing and deemed effectively given: (a) upon personal delivery to the party to be notified; or (b) one (1) business day after deposit with a nationally recognized overnight courier that provides tracking and verification of delivery. All notices shall be sent to the following addresses or at such other address(es) as a party may designate by advance written notice to the other party.

If to Liaison Medical
Liaison Medical Ltd.
100 rue Jean Cote Suite 102
Varennes, Quebec J3X 0E1 Denis Langevin
denis@liaisonmedical.ca
ofc.(450)985-1696

If to RESHAPE
ReShape Lifesciences, Inc.
18 Technology Drive Suite 110
Irvine Ca 92618
Attention: Nick Ansari SR.VP. Global Commercial Operations

17.5 Force Majeure. Neither party shall be liable for any breach of this Agreement or for any delay or failure of performance resulting from any cause beyond such party's reasonable control, including the weather, civil disturbances, acts of civil or military authorities or acts of God. The party claiming relief under this Section shall promptly notify the other party in writing, but in no event later than ten (10) calendar days of the occurrence, should any such cause arise and shall promptly take steps to remedy any delay or failure in performance upon removal of the circumstances causing such delay or failure.

17.6 Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be unenforceable, such provision will be deemed modified and will be interpreted to accomplish the objectives of such provision to the greatest extent possible under applicable law and the remaining provisions of this Agreement will continue in full force and effect.

17.7 Waiver. Any waiver or failure to enforce any provision of this Agreement on one occasion will not be deemed a waiver of any other provision or of such provision on any other occasion.

17.8 Construction. The headings used for the sections of this Agreement are for information purposes and convenience only and in no way define, limit, construe or describe the scope or extent or the sections. The words such as "herein," "hereinafter," "hereof," and "hereunder" refer to this Agreement as a whole and not merely to a subdivision in which such words appear unless the context otherwise requires. The word "including" or any variation thereof means "including, without limitation" and will not be construed to limit any general statement that such word or variation thereof follows. Unless otherwise set forth in this Agreement or agreed to by the parties, all amounts and payments under this Agreement shall be in United States Dollars ($). The language used in this Agreement will be deemed to be the language chosen by the parties to express the parties' collective mutual intent, and no rule of strict construction will be applied against any party.

17.9 Entire Agreement. This Agreement, together with the schedules and exhibits attached hereto and thereto, each or which is incorporated herein, collectively constitutes the entire agreement between the parties and supersedes any prior and contemporaneous understandings, agreements or representations by or among the parties, written or oral, that may have related in any way to the subject mailer hereof.

17.10 Amendment. This Agreement may only be amended by the execution and delivery of a written instrument by or on behalf of each or the parties hereto.

17.11 Counterparts. This Agreement may be executed in two (2) or more counterparts, each of which shall be deemed an original but all of which taken together shall constitute one and the same instrument. Signatures to this Agreement transmitted by facsimile, email, portable document format (.pdf) or by any other electronic means intended to preserve the original graphic and pictorial appearance of this Agreement shall have the same effect as the physical delivery of the paper document bearing original signatures.

17.12 Further Assurances. Each party hereto shall execute and deliver to the other party hereto such instruments and other documents, and shall take such other actions, as such other party may reasonably request at any time for the purpose of carrying out or evidencing any of the transactions contemplated hereby.

17.13 Remedies. Except as expressly set forth herein, the exercise of any remedies hereunder shall be cumulative and in addition to, and not in limitation or, any other remedies available to such party at law or in equity.

17.14 Legal Counsel. Each party to this Agreement has consulted legal counsel and has reviewed, understands and accepts each and every clause of this Agreement.

Term Sheet Between Manufacturer and Liaison Medical for an Exclusive Distribution Relationship in Canada

1. This Agreement, and the rights and obligations hereunder may not be assigned, delegated, or otherwise transferred by manufacturer without the prior written consent of the distributor; provided, however, that ReShape may assign this Agreement to Ninjour Health International Limited (or an affiliate thereof) ("Ninjour") in connection with the previously announced Asset Purchase Agreement, dated July 8, 2024 between ReShape and Ninjour. Except as set forth in the prior sentence, the manufacturer may not assign or transfer this Agreement, or assign its rights and delegate its obligations hereunder, to the surviving party in connection with any merger, acquisition, sale of all or substantially all its assets relating to this Agreement, or similar transaction. Any purported assignment or transfer of this Agreement that is not permitted by this section, or any rights and obligations under this Agreement, is null and void. This Agreement will be binding upon and inure to the benefit of the Parties' respective successors and permitted assigns.

2. During this Agreement and for a period of five years after the termination of this Agreement, either Party or any Affiliate either on their own behalf or on behalf of another, shall not hire, seek to hire or directly or indirectly encourage, induce or influence the departure of any person who is then employed, whose services are retained or who was employed or whose services were retained by the other Party at any given time during the six (6) months preceding the termination date of the employee's employment.

3. Disputes to be handled by both parties, if a settlement cannot be reached, mediation process will take place. Describes how and where the parties shall formally communicate to each other in the event they need to take such action (e.g., all notices shall be deemed to have been received by the other party within five working days if sent by regular mail to the addresses below).

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

Liaison Medical Ltd.

By: /s/ Denis Langevin
Name: Denis Langevin
Title: President
Date: 2/19/2025

ReShape LifeSciences, Inc.

By: */s/ Nick Ansari*
Name: Nick Ansari
Title: SR. VP. Global Commercial Operations
Date: 2/6/2025

Exhibit 99.3

CONSENT OF MAXIM GROUP LLC

May 14, 2025

We hereby consent to (i) the inclusion of our opinion letter, dated July 1, 2024, to the Board of Directors of ReShape Lifesciences Inc. ("ReShape") as Annex C to the proxy/information statement-prospectus which forms a part of the Registration Statement on Form S-4 of ReShape filed with the Securities and Exchange Commission on May 14, 2025 relating to the proposed merger of Vyome Therapeutics, Inc. and Raider Lifesciences Inc., a wholly owned subsidiary of ReShape and (ii) the references to such opinion in such proxy/information statement-prospectus. In giving such consent, we do not admit that we come within the category of persons whose consent is required under Section 7 of the Securities Act of 1933, as amended, or the rules and regulations of the Securities and Exchange Commission thereunder, nor do we hereby admit that we are experts with respect to any part of such Registration Statement within the meaning of the term "experts" as used in the Securities Act of 1933, as amended, or the rules and regulations of the Securities and Exchange Commission thereunder.

Very truly yours,

/s/ MAXIM GROUP LLC