

UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, DC 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): August 13, 2025

VYOME HOLDINGS, INC.
(Exact name of registrant as specified in its charter)

Delaware

(State or other jurisdiction
of incorporation)

1-37897

(Commission File Number)

26-1828101

(IRS Employer
Identification No.)

Harvard Square, One Mifflin Place, Suite 400
Cambridge, MA

(Address of principal executive offices)

02138

(Zip Code)

Registrant's telephone number, including area code: (973) 832-8147

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 each class	Trading Symbol(s)	Name of each exchange on which registered
Common stock, par value \$0.001 per share	HIND	The Nasdaq Capital Markets

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

Emerging growth company ☒

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

Item 2.01. Completion of Acquisition or Disposition of Assets.

Closing of the Merger:

On August 15, 2025, Vyome Holdings, Inc. (f/k/a ReShape Lifesciences Inc.) (the “Company”) completed the previously announced merger pursuant to the Agreement and Plan of Merger, dated as of July 8, 2024, as amended (the “Merger Agreement”), by and among the Company, Raider Lifesciences Inc., a wholly owned subsidiary of the Company (“Merger Sub”), and Vyome Therapeutics, Inc. (“Vyome”). Pursuant to the Merger Agreement, Merger Sub merged with and into Vyome, with Vyome surviving the merger as a subsidiary of the Company (the “Merger”). As a result of the Merger, the Company was renamed “Vyome Holdings, Inc.” and Vyome continued under its name as Vyome Therapeutics, Inc., in each case effective before the open of trading on August 15, 2025.

At the effective time of the Merger (the “Effective Time”), each share of common stock, par value \$0.001 per share, of Vyome, and each share of preferred stock, par value \$0.001 per share, of Vyome 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 put-call option agreements with certain stockholders of Vyome and Vyome’s subsidiary Vyome Therapeutics Limited (“Vyome Limited”) who are located in India) were 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 according to a predetermined ratio; provided that the shares to be received by certain stockholders of Vyome and Vyome Limited located in India shall be subject to the put-call option agreements with the Company which entitles such holders to receive shares of Common Stock of the Company upon certain occurrences. In addition, each outstanding warrant, stock option, restricted stock award, stock grant or other equity award to purchase capital stock of Vyome were converted into right, warrants or equity awards to purchase a number of the Company’s shares of common stock equal to the number of shares of Vyome common stock issuable upon exercise of such Vyome right, warrant or equity award multiplied by the predetermined 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 predetermined ratio.

Immediately prior to the consummation of the Merger, the Company filed an Amended and Restated Certificate of Designation to Series C Convertible Preferred Stock (the “Series C Amendment”).

The issuance of Common Stock in connection with the Merger was registered under the Securities Act of 1933, as amended, pursuant to the Company's registration statement on Form S-4 (File No. 333-282459) filed with the United States Securities and Exchange Commission (the "SEC") on October 1, 2025, as amended on December 6, 2024, January 15, 2025, April 29, 2025, May 9, 2025 and May 14, 2025 and declared effective on May 14, 2025.

As set forth in the Merger Agreement, it was a condition to the closing of the Merger that The Nasdaq Stock Market ("Nasdaq") approve the initial listing application of the combined company so that the listing on The Nasdaq Capital Market will continue after the Merger. Nasdaq approved the initial listing application on August 6, 2025.

The Merger Agreement contains representations, warranties, covenants and other terms, provisions and conditions that the parties made to each other as of specific dates. The assertions embodied therein were made solely for purposes of the Merger Agreement, and may be subject to important qualifications and limitations agreed to by the parties in connection with negotiating their respective terms. Moreover, they may be subject to a contractual standard of materiality that may be different from what may be viewed as material to stockholders, or may have been used for the purpose of allocating risk between the parties rather than establishing matters as facts. For the foregoing reasons, no person should rely on such representations, warranties, covenants or other terms, provisions or conditions as statements of factual information at the time they were made or otherwise.

Closing of the Asset Sale:

The Company completed the transactions contemplated under the Asset Purchase Agreement dated July 8, 2025, which was amended on April 25, 2025 (the "Asset Purchase Agreement"), with Ninjour Health International Limited, a company incorporated under the laws of the United Kingdom, which is an affiliate of Biorad Medisys Pvt. Ltd. (together, "Biorad"). Pursuant to the Asset Purchase Agreement, ReShape sold its assets (excluding cash) to Biorad, and Biorad assumed substantially all of ReShape's liabilities, for an agreed upon purchase price of \$2.25 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.

Item 3.02 Unregistered Sales of Equity Securities.

Immediately after the Effective Time, the Company closed on the sale of an aggregate of 529,137, shares of the Company's Common Stock (the "Offered Shares") at a price of \$11.02, per share pursuant to those certain subscription agreements entered into among, the Company, Vyome and the investors signatory thereto. Vyome, through its subsidiary Vyome Limited, also closed on the sale of 999, shares of Vyome Limited at a price per share of \$937.14 which shares are subject to a put call option agreement with the Company.

The Offered Shares were sold in reliance upon the exemption from securities registration afforded by Section 4(a)(2) of the Securities Act of 1933, as amended.

Item 3.03 Material Modification of Rights of Security Holders.

Reverse Stock Split

On August 15, 2025, the Company effected a 1-for-4 reverse stock split of its Common Stock (the "Reverse Stock Split"). On July 24, 2025, the stockholders of the Company approved the proposal to authorize the Board of Directors of the Company (the "Board"), in its discretion, to amend the Company's Certificate of Incorporation, as amended, to effect a reverse stock split of the Company's Common Stock, at a ratio in the range of 1-for-2 to 1-for-5, such ratio to be determined by the Board and included in a public announcement. The Board approved the Reverse Stock Split at a ratio of 1-for-4 and on August 15, 2025 the Company filed a Certificate of Eighth Amendment (the "Certificate of Eighth Amendment") with the Secretary of State of the State of Delaware to amend the Company's Restated Certificate of Incorporation, as amended, and effected the Reverse Stock Split on August 15, 2025.

As a result of the Reverse Stock Split, each four shares of Common Stock issued or outstanding or held by the Company as treasury stock were automatically reclassified into one new share of Common Stock without any action on the part of the holders. Any fractional shares of Common Stock resulting from the Reverse Stock Split will be rounded up to the nearest whole share and no stockholders will receive cash in lieu of fractional shares.

The Reverse Stock Split is primarily intended to bring the Company into compliance with the minimum bid price requirements for maintaining its listing on The Nasdaq Capital Market in connection with the Merger. Trading of the Company’s Common Stock on The Nasdaq Capital Market continued on a split-adjusted basis when the markets opened on August 15, 2025, under the name Vyome Holdings, Inc. and trading symbol “HIND.”

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

On August 13, 2025, in connection with the consummation of the Merger and, as required pursuant to, the Merger Agreement, Paul Hickey, Dan W. Gladney, Arda M. Minocherhomjee and Lori C. McDougal and Gary D. Blackford resigned from and ceased serving on the Board and any and all committees thereof, which resignations were effective upon the consummation of the Merger. In addition, effective upon the consummation of the Merger, Paul Hickey resigned as the President and Chief Executive Officer of the Company and Tom Stankovich resigned as the Chief Financial Officer of the Company.

In connection with the consummation of the Merger and pursuant to the Merger Agreement, on August 15, 2025, the Board elected and designated Krishna Gupta, Stash Pomichter, Shiladitya Sengupta, Venkateswarlu Nelabhotla, John Tincoff and Mohanjit Jolly (collectively, the “New Directors”), to serve on the Board effective immediately after the consummation of the Merger. Pursuant to the Merger Agreement and as previously disclosed, Krishna Gupta will serve as the Board’s Chairperson of the Combined Company effective as of the consummation of the Merger.

Other than as set forth herein, there are no arrangements or understandings with any of the New Directors or any other person pursuant to which such New Director was selected and none of the New Directors has a direct or indirect material interest in any related party transaction required to be disclosed under Item 404(a) of Regulation S-K.

In connection with their service on the Board, each New Director who is not an employee of the Company or any parent or subsidiary of the Company will be entitled to receive compensation pursuant to the Company’s director compensation program applicable to all of the Company’s non-employee directors.

Following the Merger, the composition of the Board and their respective classes are as follows:

Class I	Class II	Class III
Krishna Gupta Stash Pomichter Shiladitya Sengupta	Venkateswarlu Nelabhotla John Tincoff	Mohanjit Jolly

Following the Merger, the composition of the committees of the Board are as follows:

Audit Committee	Compensation Committee	Nominating and Governance Committee
Mohanjit Jolly (Chair) Krishna Gupta John Tincoff	Mohanjit Jolly (Chair) Krishna Gupta John Tincoff	Krishna Gupta (Chair) Mohanjit Jolly Stash Pomichter

Also on August 15, 2025, in connection with the consummation of the Merger, Venkateswarlu Nelabhotla was appointed as Chief Executive Officer of the Company and Robert Dickey was appointed as Interim Chief Financial Officer of the Company.

The Company entered into an agreement with Foresite Advisors, LLC, (the “CFO Agreement”) governing the terms of Mr. Dickey’s employment with the Company as its Interim Full-time Chief Financial Officer. The CFO Agreement provides for a one-year term, which may be extended by mutual written consent. The CFO Agreement may be terminated by either party with Cause, as defined in the agreement, upon 15 days’ notice or without cause, upon 30 days prior written notice to the other party. The CFO Agreement provides for compensation of \$15,000 per calendar month.

The Company intends to enter into an agreement with its Chief Executive Officer, which will be disclosed in a subsequent report by the Company.

In connection with the foregoing each of the new directors and officers will enter into the Company’s standard form of indemnification agreement for its directors and officers.

Item 5.03. Amendments to Articles of Incorporation or Bylaws; Change in Fiscal Year.

On August 15, 2025, the Company filed (a) the Certificate of Eighth Amendment with the Secretary of State of the State of Delaware to effect the Reverse Stock Split after the close of trading on August 14, 2025, (b) Series C Amendment, and (c) a Certificate of Ninth Amendment (the “Certificate of Ninth Amendment”) with the Secretary of State of the State of Delaware to amend the Company’s Restated Certificate of Incorporation, as amended, to change its corporate name to Vyome Holdings, Inc. and set forth the Combined Company’s composition of board of directors which will be initially comprised of six directors and divided into three classes with staggered three-year terms as more particularly set forth under Item 5.02 above. The information set forth in Item 3.03 of this Current Report is incorporated by reference herein. The foregoing descriptions of the Certificate of Eighth Amendment Certificate of Fourth Amendment are qualified in their entirety by reference to the Certificate of Third Amendment and Certificate of Fourth Amendment, which are filed as Exhibit 3.1 and Exhibit 3.2, respectively, to this Current Report and are incorporated herein by reference.

Item 9.01. Financial Statements and Exhibits.

(d) Exhibits.

Exhibit No.	Description
3.1	<u>Eighth Amendment to the Amended and Restated Certificate of Incorporation of the Company.</u>
3.2	<u>Ninth Amendment to the Amended and Restated Certificate of Incorporation of the Company.</u>
3.3	<u>Amended and Restated Certificate of Designation to Series C Convertible Preferred Stock.</u>
3.4	<u>Certificate of Merger merging Raider Lifesciences into Vyome Therapeutics, Inc.</u>
10.1	<u>Interim Full-Time Chief Financial Officer Consulting Agreement</u>
104	Cover Page Interactive Data File (embedded within the Inline XBRL document).

SIGNATURES

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

VYOME HOLDINGS, INC.

August 19, 2025

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

Delaware

The First State

Page 1

I, CHARUNI PATIBANDA-SANCHEZ, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF AMENDMENT OF "RESHAPE LIFESCIENCES INC.", FILED IN THIS OFFICE ON THE THIRTEENTH DAY OF AUGUST, A.D. 2025, AT 1:14 O'CLOCK P.M.

AND I DO HEREBY FURTHER CERTIFY THAT THE EFFECTIVE DATE OF THE AFORESAID CERTIFICATE OF AMENDMENT IS THE FIFTEENTH DAY OF AUGUST, A.D. 2025 AT 12 O'CLOCK A.M.

C. B. Sanchez

Charuni Patibanda-Sanchez, Secretary of State

Authentication: 204465975

Date: 08-13-25



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SR# 20253660262

You may verify this certificate online at corp.delaware.gov/authver.shtml

**CERTIFICATE OF EIGHTH AMENDMENT
TO THE
RESTATED CERTIFICATE OF INCORPORATION
OF
RESHAPE LIFESCIENCES INC.**

ReShape Lifesciences Inc. (the "Corporation"), a corporation organized and existing under and by virtue of the General Corporation Law of the State of Delaware (the "DGCL"), does hereby certify that:

A. The name of this corporation is ReShape Lifesciences Inc. and the date on which the Restated Certificate of incorporation of this corporation was originally filed with the Secretary of State of the State of Delaware was October 12, 2016 (the "Restated Certificate of incorporation").

B. The date on which the first amendment to the Restated Certificate of Incorporation was originally filed with the Secretary of State of the State of Delaware was June 14, 2018.

C. The date on which the second amendment to the Restated Certificate of Incorporation was originally filed with the Secretary of State of the State of Delaware was July 24, 2019.

D. The date on which the third amendment to the Restated Certificate of Incorporation was originally filed with the Secretary of State of the State of Delaware was June 15, 2021.

E. The date on which the fourth amendment to the Restated Certificate of Incorporation was originally filed with the Secretary of State of the State of Delaware was June 15, 2021.

F. The date on which the fifth amendment to the Restated Certificate of Incorporation was originally filed with the Secretary of State of the State of Delaware was December 21, 2022.

G. The date on which the sixth amendment to the Restated Certificate of Incorporation was originally filed with the Secretary of State of the State of Delaware was September 18, 2024.

H. The date on which the seventh amendment to the Restated Certificate of Incorporation was originally filed with the Secretary of State of the State of Delaware was May 6, 2025.

I. On August 12, 2025, the Board of Directors of the Corporation duly adopted resolutions proposing and declaring advisable that the Restated Certificate of Incorporation be further amended as set forth herein and calling for the consideration and approval thereof at a meeting of the stockholders of the Corporation and the stockholders of the Corporation approved the amendments set forth herein at a meeting duly called and held on July 24, 2025.

J. This certificate of eighth amendment (the "Certificate of Eighth Amendment") to the Restated Certificate of Incorporation herein certified was duly adopted in accordance with the applicable provisions of Section 242 of the DGCL.

K. This Certificate of Eighth Amendment to the Restated Certificate of Incorporation shall be effective at 12:00 a.m. Eastern Time on August 15, 2025.

State of Delaware
Secretary of State
Division of Corporations
Delivered 01:14 PM 08/13/2025
FILED 01:14PM 08/13/2025
SR 20253660262 - File Number 4435749

L. The Restated Certificate of incorporation is hereby further amended to amend and restate paragraph 3 of ARTICLE IV in the form below:

“3. Reverse Stock Split.

Upon the effectiveness of the filing of this Certificate of Eighth Amendment (the ***“Effective Time”***), each share of the Corporation’s common stock, \$0.001 par value per share (the ***“Old Common Stock”***), either issued or outstanding or held by the Corporation as treasury stock, immediately prior to the Effective Time, will be automatically reclassified (without any further act) into a smaller number of shares such that each four (4) shares of Old Common Stock issued and outstanding or held by the Company as treasury stock immediately prior to the Effective Time is reclassified into one share of Common Stock, \$0.001 par value per share, of the Corporation (the ***“New Common Stock”***). The Corporation shall not issue fractional shares of New Common Stock. The reverse stock split shall not increase or decrease the amount of stated capital or paid-in surplus of the Corporation, provided that any fractional share that would otherwise be issuable as a result of the reverse stock split shall be rounded up to the nearest whole share of New Common Stock. The reverse stock split shall also not increase or decrease the authorized shares of Common Stock or Preferred Stock as set forth in ARTICLE IV, Section 1 hereof. As soon as practicable following the Effective Time, the Corporation will cause the Corporation’s exchange agent and registrar to issue new book entries representing the number of shares of the New Common Stock into which such shares of Old Common Stock shall have been reclassified.”

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, ReShape Lifesciences Inc. has caused this Certificate of Eighth Amendment to be executed by its duly authorized officer on this 13th day of August, 2025.

RESHAPE LIFESCIENCES INC.

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

Delaware

The First State

Page 1

I, CHARUNI PATIBANDA-SANCHEZ, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF AMENDMENT OF "RESHAPE LIFESCIENCES INC.", CHANGING ITS NAME FROM "RESHAPE LIFESCIENCES INC." TO "VYOME HOLDINGS, INC.", FILED IN THIS OFFICE ON THE FOURTEENTH DAY OF AUGUST, A.D. 2025, AT 5:44 O'CLOCK P.M.

AND I DO HEREBY FURTHER CERTIFY THAT THE EFFECTIVE DATE OF THE AFORESAID CERTIFICATE OF AMENDMENT IS THE FIFTEENTH DAY OF AUGUST, A.D. 2025 AT 12:03 O'CLOCK A.M.



A handwritten signature in cursive script that reads "C. P. Sanchez".

Charuni Patibanda-Sanchez, Secretary of State

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SR# 20253680365

You may verify this certificate online at corp.delaware.gov/authver.shtml

Authentication: 204486541

Date: 08-15-25

State of Delaware
Secretary of State
Division of Corporations
Delivered 05:44 PM 08/14/2025
FILED 05:44 PM 08/14/2025
SR 20253680365 - File Number 4435749

**CERTIFICATE OF NINTH
AMENDMENT TO THE
RESTATED CERTIFICATE OF INCORPORATION
OF
RESHAPE LIFESCIENCES INC.**

Reshape Lifesciences Inc. (the "Corporation"), a corporation organized and existing under and by virtue of the General Corporation Law of the State of Delaware (the "DGCL"), does hereby certify that:

- A. The name of this corporation is ReShape Lifesciences Inc. and the date on which the Restated Certificate of Incorporation of this corporation was originally filed with the Secretary of State of the State of Delaware was October 12, 2016 (the "Restated Certificate of Incorporation").
 - B. The date on which the first amendment to the Restated Certificate of Incorporation was originally filed with the Secretary of State of the State of Delaware was June 14, 2018.
 - C. The date on which the second amendment to the Restated Certificate of Incorporation was originally filed with the Secretary of State of the State of Delaware was July 24, 2019.
 - D. The date on which the third amendment to the Restated Certificate of Incorporation was originally filed with the Secretary of State of the State of Delaware was June 15, 2021.
 - E. The date on which the fourth amendment to the Restated Certificate of Incorporation was originally filed with the Secretary of State of the State of Delaware was June 15, 2021.
 - F. The date on which the fifth amendment to the Restated Certificate of Incorporation was originally filed with the Secretary of State of the State of Delaware was December 21, 2022.
 - G. The date on which the sixth amendment to the Restated Certificate of Incorporation was originally filed with the Secretary of State of the State of Delaware was September 18, 2024.
 - H. The date on which the seventh amendment to the Restated Certificate of Incorporation was originally filed with the Secretary of State of the State of Delaware was May 6, 2025.
 - I. The date on which the eighth amendment to the Restated Certificate of Incorporation was originally filed with the Secretary of State of the State of Delaware was August 13, 2025.
 - J. On June 9, 2025, the Board of Directors of the Corporation has duly adopted resolutions proposing and declaring advisable that the Restated Certificate of Incorporation be further amended as set forth herein and calling for the consideration and approval thereof at a meeting of the stockholders of the Corporation and the stockholders of the Corporation approved the amendments set forth herein at a meeting duly called and held on August 7, 2025.
 - K. This certificate of ninth amendment (the "Certificate of Ninth Amendment") to the Restated Certificate of Incorporation herein certified was duly adopted in accordance with the applicable provisions of Section 242 of the DGCL.
 - L. This Certificate of Ninth Amendment to the Restated Certificate of Incorporation shall be effective at 12:03 a.m. Eastern Time on August 15, 2025.
-

M. The Restated Certificate of Incorporation is hereby further amended to amend and restate ARTICLE I in the form below:

“The name of the corporation is Vyome Holdings, Inc. (the “Corporation”).”

N. The Restated Certificate of Incorporation is hereby further amended to amend and restate paragraph 3 of ARTICLE VI in the form below

MATTERS RELATING TO THE BOARD OF DIRECTORS

1. General. The business and affairs of the Corporation shall be managed by or under the direction of the Board of Directors except as otherwise provided herein or required by law.
2. Election of Directors. Election of Directors need not be by written ballot unless the By-laws of the Corporation (the “By-laws”) shall so provide.
3. Number of Directors; Term of Office.
 - (i) Board of Directors Composition: The number of Directors of the Corporation shall be fixed solely and exclusively by resolution duly adopted from time to time by the Board of Directors; provided the Board of Directors shall consist of at least one (1) member. The number of Directors of the Corporation shall initially consist of six (6) Directors. The Board of Directors of the Corporation shall, unless determined otherwise by resolution duly adopted from time to time by the Board of Directors or pursuant to an agreement among stockholders, consist of: (a) two (2) directors to be designated by KKG Enterprises, LLC, including the Chairman of the Board of Directors, who shall initially be Krishna Gupta, and Stash Pomichter; (b) two (2) directors to be designated by Shiladitya Sengupta, one of which shall initially be Shiladitya Sengupta and the other shall be Mohanjit Jolly; (c) the Chief Executive Officer, who shall be designated by Vyome Therapeutics, Inc., who shall initially be Venkateswarlu Nelabhotla; and (d) one (1) non-employee director, who shall initially be John Tincoff; provided that the director designation rights of KKG Enterprises, LLC and Shiladitya Sengupta shall at all times be proportionate to the voting power held by each of KKG Enterprises, LLC and Shiladitya Sengupta, as a percentage of the overall votes entitled to be cast in the election of directors, in compliance with the applicable listing rules of the exchange on which the Corporation’s stock is listed for trading.

Board Classification: The Directors shall be classified, with respect to the term for which they severally hold office, into three classes. The initial Class I Directors of the Corporation shall be Krishna Gupta (who shall be the Chairman of the Board of Directors initially), Stash Pomichter and Shiladitya Sengupta; the initial Class II Directors of the Corporation shall be Venkateswarlu Nelabhotla and John Tincoff; and the initial Class III Director(s) of the Corporation shall be Mohanjit Jolly. The initial Class I Directors shall serve for a term expiring at the first annual meeting of stockholders of the Corporation to be held following the initial effectiveness of this Certificate of Seventh Amendment; the initial Class II Directors shall serve for a term expiring at the second annual meeting of stockholders of the Corporation following the initial effectiveness of this Certificate of Seventh Amendment; and the initial Class III Directors shall serve for a term expiring at the third annual meeting of stockholders of the Corporation to be held following the initial effectiveness of this Certificate of Seventh Amendment. At each succeeding annual meeting of stockholders of the Corporation, beginning with the first annual meeting of stockholders of the Corporation following the initial effectiveness of this Certificate of Seventh Amendment, Directors elected to succeed those Directors whose terms expire shall be elected for a term of office to expire at the third succeeding annual meeting of stockholders of the Corporation after their election. Notwithstanding the foregoing, the Directors elected to each class shall hold office until their successors are duly elected and qualified or until their earlier resignation, death, disqualification or removal.

4. Vacancies. Any and all vacancies in the Board of Directors, however occurring, including, without limitation, by reason of an increase in the size of the Board of Directors, or the death, resignation, disqualification or removal (provided that any Director may be removed only with cause) of a Director, shall be filled solely and exclusively by the affirmative vote of a majority of the remaining Directors then in office, even if less than a quorum of the Board of Directors, or by a sole remaining Director then in office, and not by the stockholders of the Corporation; provided that the stockholder having the right to designate the director whose vacancy is being filled shall have the right to designate an individual to fill such vacancy on the Board of Directors and the Board of Directors shall take such actions as may be necessary to ensure the appointment of such designee to fill such vacancy on the Board. Any Director appointed in accordance with the preceding sentence shall hold office for the remainder of the full term of the class of Directors in which the new directorship was created or the vacancy occurred and until such Director's successor shall have been duly elected and qualified or until his or her earlier resignation, death or removal. When the number of Directors is increased or decreased, the Board of Directors shall, subject to Article VI, Section 4 hereof, determine the class or classes to which the increased or decreased number of Directors shall be apportioned; provided, however, that no decrease in the number of Directors shall shorten the term of any incumbent Director. In the event of a vacancy in the Board of Directors, the remaining Directors, except as otherwise provided by law, shall exercise the powers of the full Board of Directors until the vacancy is filled.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, ReShape Lifesciences Inc. has caused this Certificate of Ninth Amendment to be executed by its duly authorized officer on this 14th day of August, 2025.

RESHAPE LIFESCIENCES INC.

By: /s/ Venkat Nelabhotla

Name: Venkat Nelabhotla

Title: Chief Executive Officer

Delaware

The First State

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I, CHARUNI PATIBANDA-SANCHEZ, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF DESIGNATION OF "RESHAPE LIFESCIENCES INC.", FILED IN THIS OFFICE ON THE FOURTEENTH DAY OF AUGUST, A.D. 2025, AT 2:59 O'CLOCK P.M.

AND I DO HEREBY FURTHER CERTIFY THAT THE EFFECTIVE DATE OF THE AFORESAID CERTIFICATE OF DESIGNATION IS THE FIFTEENTH DAY OF AUGUST, A.D. 2025 AT 12:01 O'CLOCK A.M.



Charuni Patibanda-Sanchez, Secretary of State

Authentication: 204483823
Date: 08-14-25



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SR# 20253676510

You may verify this certificate online at corp.delaware.gov/authver.shtml

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

August 14, 2025

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 July 8, 2024, as amended, 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 (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 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 12:01 a.m. Eastern Time on August 15, 2025.

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: /s/ Paul F. Hickey

Name: Paul F. Hickey

Title: President and Chief Executive Officer

*[Signature Page to Amended and Restated
Series C Convertible Preferred Stock Certificate of Designation]*

Delaware

The First State

I, CHARUNI PATIBANDA-SANCHEZ, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF MERGER, WHICH MERGES:

“RAIDER LIFESCIENCES INC.”, A DELAWARE CORPORATION, WITH AND INTO “VYOME THERAPEUTICS INC.” UNDER THE NAME OF “VYOME THERAPEUTICS INC.”, A CORPORATION ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF DELAWARE, AS RECEIVED AND FILED IN THIS OFFICE ON THE FOURTEENTH DAY OF AUGUST, A.D. 2025, AT 3:08 O’CLOCK P.M.

AND I DO HEREBY FURTHER CERTIFY THAT THE EFFECTIVE DATE OF THE AFORESAID CERTIFICATE OF MERGER IS THE FIFTEENTH DAY OF AUGUST, A.D. 2025 AT 12:02 O’CLOCK A.M.

/s/ Charuni Patibanda-Sanchez

Charuni Patibanda-Sanchez, Secretary of State

Authentication: 204484376

Date: 08-15-25



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SR# 20253682505

You may verify this certificate online at corp.delaware.gov/authver.shtml

State of Delaware
Secretary of State
Division of Corporations
Delivered 03:08 PM 08/14/2025
FILED 03:08 PM 08/14/2025
SR 20253676710 - File Number 6519686

**CERTIFICATE OF MERGER
OF
RAIDER LIFESCIENCES INC.
WITH AND INTO
VYOME THERAPEUTICS, INC.**

August 14, 2025

*Pursuant to Section 251
of the General Corporation Law of the State of Delaware (the “DGCL”).*

Vyome Therapeutics, Inc., a Delaware corporation (the “Company”), does hereby certify to the following facts relating to the merger (the “Merger”) of Raider Lifesciences Inc., a Delaware corporation (“Merger Sub”), with and into the Company, with the Company continuing as the surviving corporation of the Merger:

FIRST: The name and state of incorporation of each of the constituent corporations (collectively, the “Constituent Corporations”), that is a party to the Merger are as follows:

<u>Name</u>	<u>State</u>
Vyome Therapeutics, Inc.	Delaware
Raider Lifesciences Inc.	Delaware

SECOND: That certain Agreement and Plan of Merger, dated as of July 8, 2024, as amended (the “Merger Agreement”), among ReShape Lifesciences Inc., a Delaware corporation, Merger Sub and the Company has been approved, adopted, executed and acknowledged by each of the Constituent Corporations in accordance with Section 251 of the DGCL.

THIRD: The name of the surviving corporation (the “Surviving Corporation”), of the Merger shall be “Vyome Therapeutics, Inc.”

FOURTH: At the effective time of the Merger, the certificate of incorporation of the Company as in effect immediately prior to the Merger shall be the certificate of incorporation of the Surviving Corporation until thereafter amended as provided therein or by applicable law.

FIFTH: An executed copy of the Merger Agreement is on file at the principal place of business of the Surviving Corporation at the following address:

Vyome Therapeutics, Inc.
100 Overlook Center, 2nd Floor
Princeton, NJ 08540

SIXTH: A copy of the Merger Agreement will be furnished by the Surviving Corporation, on request and without cost, to any stockholder of either of the Constituent Corporations.

SEVENTH: The Merger shall become effective at 12:02 a.m., Eastern Time, on August 15, 2025.

[signature page follows]

IN WITNESS WHEREOF, this Certificate of Merger has been executed on the date first written above.

VYOME THERAPEUTICS, INC.

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

INTERIM FULL-TIME CHIEF FINANCIAL OFFICER CONSULTING AGREEMENT

This Interim Full-time Chief Financial Officer Consulting Agreement (the “Agreement”) is made by and between ReShape Lifesciences Inc. a Delaware corporation, with its principal place of business being 100 Overlook Center, 2nd Floor, Princeton, New Jersey 08540 (the “Company”) and Foresite Advisors, LLC, a Pennsylvania limited liability corporation, with its principal place of business being 320 West Mermaid Lane, Philadelphia, PA 19118 (“Foresite”), effective on the date of and as of immediately after, and subject to, the consummation of the transactions contemplated by that certain Agreement and Plan of Merger, dated as of July 8, 2024, by and among the Company, Raider Lifesciences Inc., a Delaware corporation and a direct, wholly owned subsidiary of the Company, and Vyome Therapeutics, Inc., a Delaware corporation (“Effective Date”). The Company and Foresite are herein sometimes referred to individually as a “Party” and collectively as the “Parties.”

WHEREAS, the Company possesses know-how and proprietary technology related to the development of personalized vaccine immunotherapies for the treatment and prevention of cancers; and

WHEREAS, Foresite has expertise in financial and corporate operations and strategy; and

WHEREAS, Foresite desires to serve as an independent consultant for the purpose of providing the Company with certain strategic and financial advice and support services, as more fully described in Exhibit A attached hereto (the “Services”); and

WHEREAS, the Company wishes to engage Foresite on the terms and conditions set forth herein.

NOW THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt of which is hereby acknowledged, the Parties agree and covenant as follows.

1. Services of Consultant. Foresite will provide Mr. Robert Dickey’s services as Interim Full-time Chief Financial Officer of the Company (the “Consultant”), who will have the responsibilities, as are customary for this position in companies similarly situated as the Company, including assisting the Company with matters relating to the Services. The Services are more fully described in Exhibit A attached hereto. Foresite and the Company will review the Services on a regular basis to prioritize and implement the tasks listed on Exhibit A. As directed by the Company’s Board of Directors (“Board”) or Chief Executive Officer, Consultant shall act as an authorizing signatory on periodic filings with the Securities and Exchange Commission (“SEC”) as required by the Securities Act of 1933, the Securities Exchange Act of 1934 and the Sarbanes-Oxley Act of 2002 (“SOX”), as amended, and other documents, as shall be required from time to time.
 2. Compensation for Services. In full consideration of Foresite’s full, prompt, and faithful performance of the Services more fully described in Annexure A, the Company shall compensate Foresite a consulting fee more fully described in Annexure A (the “Consulting Fee”). Foresite shall, from time to time, once a calendar month, invoice the Company for Services rendered, and such invoice will be paid upon ten (10) days of receipt. Upon termination of this Agreement pursuant to Section 3, no compensation or benefits of any kind as described in this Section 2 shall be payable or issuable to Foresite after the effective date of such termination. In addition, the Company will reimburse Foresite for reasonable out-of-pocket business expenses, approved in advance by the Company in compliance with the Company’s expense reimbursement policies as provided by the Company, including but not limited to travel and parking, incurred by Foresite in performing the Services hereunder, upon submission by Foresite of supporting documentation reasonably acceptable to the Company.
-

All Foresite invoices and billing matters should be addressed to:

Company Accounts Payable Contact:

Venkat Nelabhotla
nvenkat@vyometx.com
100, Overlook Center, 2nd Floor
Princeton NJ 08540

All Company payments and billing inquiries should be addressed to:

Foresite Accounting:

Robert Dickey IV
rdickey@foresiteadvisors.com
(610) 864-6470
Foresite Advisors
320 West Mermaid Lane
Philadelphia, PA 19118

3. Term and Termination. The term of this Agreement will commence on the Effective Date and will terminate upon the anniversary of such date in the next calendar year (the "Term"). This Agreement may be extended for an additional period by mutual written agreement. This Agreement may be terminated by either Party hereto: (a) with Cause (as defined below), upon fifteen (15) days prior written notice to the other Party; or (b) without cause upon thirty (30) days prior written notice to the other Party. For purposes of this Section 3, "Cause" shall include: i) a breach of the terms of this Agreement which is not cured within sixty (60) days of written notice of such default or ii) the commission of any act of fraud, embezzlement or deliberate disregard of a rule or policy of the Company; iii) Consultant's failure to perform Executive's duties (other than any such failure resulting from incapacity due to physical or mental illness); iv) Consultant's failure to comply with any valid and legal directive of the Company; v) Consultant's engagement in dishonesty, illegal conduct, or gross misconduct, which is, in each case, injurious to the Company or its affiliates; vi) Consultant's embezzlement, misappropriation, or fraud, whether or not related to the Executive's employment with the Company; vii) Consultant's conviction of or plea of guilty or nolo contendere to a crime that constitutes a felony (or state law equivalent) or a crime that constitutes a misdemeanor involving moral turpitude, if such felony or other crime is work-related, materially impairs the Consultant's ability to perform services for the Company, or results in material/reputational or financial harm to the Company or its affiliates; viii) Consultant's material violation of the Company's written policies or codes of conduct, including written policies related to discrimination, harassment, performance of illegal or unethical activities, and ethical misconduct; ix) the consultant's willful unauthorized disclosure of Confidential Information (as defined below);

4. Commitment. Foresite and the Consultant will devote a minimum of 40 hours per week to perform the Services under this Agreement as may reasonably be required.
5. Place of Performance. Foresite and the Consultant will perform the Services at such locations upon which the Company and Foresite may mutually agree. Foresite will not, without the prior written consent of the Company, perform any of the Services at any facility or in any manner that might give anyone other than the Company any rights to or allow for disclosure of any Confidential Information (as defined below).
6. Compliance with Policies and Guidelines. Foresite and the Consultant will perform the Services in accordance with all rules or policies adopted by the Company that the Company discloses in writing to Foresite. Foresite and Consultant each shall comply with (a) the Company's Code of Conduct as provided by the Company; (b) all applicable statutes, regulations, rules, and written statements of policy promulgated and administered by the SEC and any state or municipal governmental or regulatory agency; and (c) the rules of any national securities exchange or association in which the Company is or may become a member, and (d) Company's Compensation Claw-back Policy. Foresite and Consultant each shall cooperate fully with the Company's internal and external auditors and comply with the Company's SOX compliance requirements, including maintaining accurate records and internal controls.
7. Confidentiality. Each of Foresite and the Consultant acknowledges and agrees that during the course of performing the Services, the Company may furnish, disclose or make available to Foresite information, including, but not limited to, material, compilations, data, formulae, models, patent disclosures, procedures, processes, business plans, projections, protocols, results of experimentation and testing, specifications, strategies and techniques, and all tangible and intangible embodiments thereof of any kind whatsoever (including, but not limited to, any apparatus, biological or chemical materials, animals, cells, compositions, documents, drawings, machinery, patent applications, records and reports), which is owned or controlled by the Company and is marked or designated as confidential at the time of disclosure or is of a type that is customarily considered to be confidential information (collectively the "Confidential Information"). Foresite acknowledges that the Confidential Information or any part thereof is the exclusive property of the Company and shall not be disclosed to any third party without first obtaining the written consent of the Company. Each of Foresite and Consultant further agrees to take all practical steps to ensure that the Confidential Information, and any part thereof, shall not be disclosed or issued to its affiliates, agents, or employees, except on like terms of confidentiality. The above provisions of confidentiality shall apply for a period of five (5) years, except with respect to Company Confidential Information, which constitutes a trade secret, in which case such provisions shall survive for so long as such information constitutes a trade secret.

8. Intellectual Property. Each of Foresite and Consultant agrees that all ideas, inventions, discoveries, creations, manuscripts, properties, innovations, improvements, know-how, designs, developments, apparatus, techniques, methods, and formulae that Foresite or Consultant conceives, makes, develops or improves as a result of performing the Services, whether or not reduced to practice and whether or not patentable, alone or in conjunction with any other party and whether or not at the request or upon the suggestion of the Company (all of the foregoing being hereinafter collectively referred to as the “Inventions”), shall be the sole and exclusive property of the Company. Each of Foresite and Consultant hereby agrees in consideration of the Company’s agreement to engage Foresite and pay compensation for the Services rendered to the Company and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged that it shall not, without the prior written consent of the Company, directly or indirectly, consult for, or become an employee of, any company which conducts business in the Field of Interest anywhere in the world. As used herein, the term “Field of Interest” shall mean the research, development, manufacture and/or sale of the products resulting from the Company’s technology. The limitations on competition contained in this Section 8 shall continue during the time that Foresite performs any Services for the Company, and for a period of three (3) months following the termination of any such Services that Foresite performs for the Company. If any part of this section should be determined by a court of competent jurisdiction to be unreasonable in duration, geographic area, or scope, then this Section 8 is intended to and shall extend only for such period of time, in such area and with respect to such activity as is determined to be reasonable. Except as expressly provided herein, nothing in this Agreement shall preclude Foresite from consulting for or being employed by any other person or entity.
9. Non-Solicitation. All personnel representing Foresite are employees or contracted agents of Foresite. Accordingly, they are not retainable as employees or contractors by the Company and the Company hereby agrees not to solicit, hire or retain their services for so long as they are employees or contracted agents of Foresite and for two (2) years thereafter. Should the Company violate this restriction, it agrees to pay Foresite liquidated damages equal to thirty percent (30%) of the employee’s starting annual base salary and target annual bonus for each Foresite contracted agent hired by the Company in violation of this Agreement, plus Foresite’s reasonable attorneys’ fees and costs incurred in enforcing this agreement should the Company fail or refuse to pay the liquidated damages amount in full within thirty (30) days following its violation.
10. No Implied Warranty. Except for any express warranties stated herein, the Services are provided on an “as is” basis, and the Company disclaims any and all other warranties, conditions, or representations (express, implied, oral or written), relating to the Services or any part thereof. Further, in performing the Services, Foresite is not engaged to disclose illegal acts, including fraud or defalcations, which may have taken place. The foregoing notwithstanding, Foresite will promptly notify the Company if Foresite becomes aware of any such illegal acts during the performance of the Services. Because the Services do not constitute an examination in accordance with standards established by the American Institute of Certified Public Accountants (the “AICPA”), Foresite is precluded from expressing an opinion as to whether financial statements provided by the Company are in conformity with generally accepted accounting principles or any other standards or guidelines promulgated by the AICPA, or whether the underlying financial and other data provide a reasonable basis for the statements.

11. Indemnification. Each Party hereto agrees to indemnify and hold the other Party hereto, its directors, officers, agents, and employees harmless against any claim based upon circumstances alleged to be inconsistent with such representations and/or warranties contained in this Agreement. Further, the Company shall indemnify and hold harmless Foresite and any of its subcontractors against any claims, losses, damages or liabilities (or actions in respect thereof) that arise out of or are based on the Services performed hereunder, except for any such claims, losses, damages or liabilities arising out of the gross negligence or willful misconduct of Foresite or any of its subcontractors. The Company will endeavor to add the Consultant and any applicable subcontractor to its insurance policies as additional insureds.
12. Independent Contractor. Foresite is not, nor shall Foresite be deemed to be at any time during the term of this Agreement, an employee of the Company, and therefore Foresite shall not be entitled to any benefits provided by the Company to its employees, if applicable. Foresite's status and relationship with the Company shall be that of an independent contractor and consultant. Foresite shall not state or imply, directly or indirectly, that Foresite is empowered to bind the Company without the Company's prior written consent. Nothing herein shall create, expressly or by implication, a partnership, joint venture or other association between the parties. Foresite will be solely responsible for payment of all charges and taxes arising from his or her relationship to the Company as a consultant.
13. Records. Upon termination of Foresite's relationship with the Company, Foresite shall deliver to the Company any property or Confidential Information of the Company relating to the Services which may be in its possession including products, project plans, materials, memoranda, notes, records, reports, laboratory notebooks, or other documents or photocopies and any such information stored using electronic medium.
14. Notices. Any notice under this Agreement shall be in writing (except in the case of verbal communications, emails and teleconferences updating either Party as to the status of work hereunder) and shall be deemed delivered upon personal delivery, one day after being sent via a reputable nationwide overnight courier service or two days after deposit in the mail or on the next business day following transmittal via facsimile. Notices under this Agreement shall be sent to the following representatives of the Parties:

If to the Company:

Name: Venkat Nelabhotla
Title: CEO
Address: 100, Overlook Center
Princeton NJ 08540
Phone: 973-832-8147
E-mail: nvenkat@vyometx.com

If to Foresite:

Name: Robert Dickey IV
Title: Managing Director
Address: 320 West Mermaid Lane
Philadelphia, PA 19118
Phone: (610) 864-6470
E-mail: rdickey@foresiteadvisors.com

15. Assignment and Successors. This Agreement may not be assigned by a Party without the consent of the other which consent shall not be unreasonably withheld, except that each Party may assign this Agreement and the rights, obligations and interests of such Party, in whole or in part, to any of its Affiliates, to any purchaser of all or substantially all of its assets or to any successor corporation resulting from any merger or consolidation of such Party with or into such corporation.
16. Force Majeure. Neither Party shall be liable for failure of or delay in performing obligations set forth in this Agreement, and neither shall be deemed in breach of its obligations, if such failure or delay is due to natural disasters or any causes beyond the reasonable control of either Party. In the event of such force majeure, the Party affected thereby shall use reasonable efforts to cure or overcome the same and resume performance of its obligations hereunder.
17. Disclosure of Relationship. The Company agrees that Foresite shall have the right to publish or otherwise disclose in marketing materials and on its website the relationship and the general services created and performed under this Agreement, in each case at its own expense; provided, however, such disclosure shall not identify the amount or nature of fees earned.
18. Headings. Section headings are intended for convenience of reference only and are not intended to be a part of or to affect the meaning or interpretation of this Agreement.
19. Integration; Severability. This Agreement is the sole agreement with respect to the subject matter hereof and shall supersede all other agreements and understandings between the Parties with respect to the same. If any provision of this Agreement is or becomes invalid or is ruled invalid by any court of competent jurisdiction or is deemed unenforceable, it is the intention of the Parties that the remainder of the Agreement shall not be affected.
20. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the state of Delaware, excluding choice of law principles. The Parties agree that any action or proceeding arising out of or related in any way to this Agreement shall be brought solely in a Federal or State court of competent jurisdiction sitting in Delaware.
21. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together will constitute one agreement.

If you are in agreement with the foregoing, please sign where indicated below, whereupon this Agreement shall become effective as of the Effective Date.

FORESITE ADVISORS, LLC

RESHAPE LIFESCIENCES INC.

By: /s/ Robert Dickey IV
Print Name: Robert Dickey IV
Title: Managing Director
Date: 8/04/25

By: /s/ Paul Hickey
Print Name: Paul Hickey
Title: CEO
Date: 08/04/25

Annexure A

Description of Services and Schedule of Fees

Foresite will perform mutually agreed to finance and accounting functions which are necessary to support the management and operations of the Company, certain of which are set forth below.

Interim CFO Services:

- Leading Financial operations
- SEC/Nasdaq reporting
- Timely Completion of Audits/reviews
- Modeling
- Banking matters
- D&O and other key financial vendors' cost management and negotiations
- Short-term and long-term cash flow planning
- Review of accounting MIS
- Discussions on fundraising and review of related documents
- As mandated by the CEO or Board from time to time
- As requested:
 - Investor meetings/Negotiations
 - Board meeting preparation, support, and attendance
 - Assist in grant applications and licensing opportunities

Fees:

Interim Full-time Chief Financial Officer: Robert Dickey IV

1) Time and Consulting fee

- Consultant is expected to provide a minimum of 40 hours of Services per calendar week.
- The Company will pay Foresight cash compensation of \$15,000 per calendar month, prorated for partial months.