

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 18, 2025

VYOME HOLDINGS, INC.

(Exact name of registrant as specified in its charter)

Delaware

(State or other jurisdiction
of incorporation)

001-37897

(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 1.01 Entry into a Material Definitive Agreement.

On August 20, 2025, Vyome Holdings, Inc. (f/k/a ReShape Lifesciences Inc.) (the “Company”) entered into Amendment No. 1 (the “Amendment”) to that certain Equity Distribution Agreement dated May 30, 2025 (the “Sales Agreement”) with Maxim Group LLC (“Maxim”) to act as the Company’s exclusive sales agent with respect to the issuance and sale of up to \$12,000,000 of the Company’s shares of common stock, par value \$0.001 per share (the “Shares”), from time to time, in an at-the-market public offering (the “Offering”). The Amendment increases the amount that may be offered and sold in the Offering from \$3,420,926 to \$12,000,000.

The Shares will be sold and issued pursuant the Company’s shelf registration statement on Form S-3 (File No. 333-287168), which was previously declared effective by the Securities and Exchange Commission, and a related prospectus, as supplemented. The Company is simultaneously herewith filing a supplement to the prospectus supplement with the Securities and Exchange Commission to increase the number of Shares that may be offered and sold in the Offering.

Item 4.01 Changes in Registrant’s Certifying Accountant

On August 18, 2025, Haskell & White LLP (“Haskell”), was dismissed as the independent registered public accounting firm of the Company, formerly ReShape Lifesciences Inc. Effective as of August 18, 2025 Kreit & Chiu CPA LLP (“Kreit & Chiu”) was appointed to serve as the Company’s independent registered public accounting firm for the fiscal year ending December 31, 2025. The decision to change auditors was approved and recommended by the Company’s Audit Committee and approved by its Board of Directors.

During the fiscal year ended December 31, 2024 and the subsequent interim period through August 18, 2025, the date of the dismissal of Haskell, there were no disagreements with Haskell, on any matter of accounting principles or practices, financial statement disclosure or auditing scope or procedure, which disagreements, if not resolved to the satisfaction of Haskell would have caused it to make reference to the subject matter thereof in connection with its report, nor did its report contain an adverse opinion or a disclaimer of opinion, or was qualified or modified as to uncertainty, audit scope, or accounting principle except that Haskell’s report for the fiscal year ended December 31, 2024 contained an explanatory paragraph regarding the existence of substantial doubt about the Company’s ability to continue as a going concern. Also, with respect to ReShape Lifesciences Inc., there were no “reportable events” within the meaning of Item 304(a)(1)(v) of Regulation S-K, except for material weaknesses in the Company’s internal control over financial reporting as of December 31, 2024, as reported in Part II, Item 9A of the Company’s Annual Report on Form 10-K for the fiscal year ended December 31, 2024. RSM US LLP audited the consolidated financial statements of ReShape Lifesciences Inc. as of December 31, 2023, and for the year ended December 31, 2023.

During the two fiscal years ended December 31, 2024 and 2023, and the subsequent interim period through August 18, 2025, neither the Company nor anyone acting on its behalf has consulted with Kreit & Chiu with respect to (i) the application of accounting principles to a specified transaction, either completed or proposed, or the type of audit opinion that might be rendered on the Company’s financial statements, and neither a written report nor oral advice was provided to the Company that Kreit & Chiu concluded was an important factor considered by the Company in reaching a decision as to any accounting, auditing or financial reporting issue; (ii) any matter that was the subject of a disagreement as defined in Item 304(a)(1)(iv) of Regulation S-K and the related instructions thereof; or (iii) a reportable event as described in Item 304(a)(1)(v) of Regulation S-K and the related instructions thereof.

We have provided Haskell with a copy of this Report prior to the filing hereof and have requested that Haskell furnish to us a letter addressed to the SEC stating whether Haskell agrees with the statements made by us under this Item 4.01. Haskell has furnished such letter, which letter is filed as Exhibit 16.1 hereto, as required by Item 304(a)(3) of Regulation S-K.

Item 9.01. Financial Statements and Exhibits.

(d) Exhibits.

Exhibit No.	Description
1.1	Amendment to Equity Distribution Agreement dated August 20, 2025.
5.1	Opinion of Sichenzia Ross Ference Carmel LLP
16.1	Letter from Haskell & White LLP as to the change in certifying accountant, dated August 18, 2025.
23.1	Consent of Sichenzia Ross Ference Carmel LLP (included in the opinion filed as Exhibit 5.1).
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 20, 2025

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

AMENDMENT NO. 1. TO EQUITY DISTRIBUTION AGREEMENT

This **AMENDMENT NO. 1 TO EQUITY DISTRIBUTION AGREEMENT** (this “Amendment”) is entered into as of August 20, 2025, by and between Vyome Holdings, Inc. (formerly known as ReShape Lifesciences, Inc.), a Delaware corporation (the “Company”), and Maxim Group LLC (the “Agent”). All capitalized terms used herein shall have the meanings set forth in the Equity Distribution Agreement (as defined below), unless otherwise indicated.

RECITALS

WHEREAS, the Company and the Agent are parties to that certain Equity Distribution Agreement, dated May 30, 2025 (the “Equity Distribution Agreement”); and

WHEREAS, the parties hereto desire to amend the Equity Distribution Agreement as set forth herein to increase the maximum aggregate offering price of Shares to be issued and sold through the Agent pursuant to the Equity Distribution Agreement and to make such other changes as described herein.

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the parties hereto agree as follows:

1. References to the Company. All references to the Company throughout the Equity Distribution Agreement shall refer to Vyome Holdings, Inc. and its Subsidiaries.

2. Amendment to Preamble of the Equity Distribution Agreement. The first sentence of the Preamble of the Equity Distribution Agreement is hereby amended and restated in its entirety as follows:

“Vyome Holdings, Inc. (formerly known as ReShape Lifesciences Inc.) a corporation organized under the laws of Delaware (the “Company”), confirms its agreement (this “Agreement”) with Maxim Group LLC (the “Manager”) as follows:”

3. Amendment to Section 4(k) of the Equity Distribution Agreement. Section 4(k) of the Equity Distribution Agreement is hereby amended and restated in its entirety as follows:

“Certification of Accuracy of Disclosure. Upon commencement of the offering of the Shares under this Agreement (and upon the recommencement of the offering of the Shares under this Agreement following the termination of a suspension of sales hereunder lasting more than thirty (30) Trading Days), and each time that (i) a new Registration Statement is filed and declared effective by the Commission, (ii) the Registration Statement or Prospectus shall be amended or supplemented, other than by means of Incorporated Documents, (iii) the Company files its Annual Report on Form 10-K under the Exchange Act, (iv) the Company files its quarterly reports on Form 10-Q under the Exchange Act, (v) the Company files a Current Report on Form 8-K containing amended financial information (other than information that is furnished and not filed), if the Manager reasonably determines that the information in such Form 8-K is material, or (vi) the Shares are delivered to the Manager as principal at the Time of Delivery pursuant to a Terms Agreement (such commencement or recommencement date and each such date referred to in (i), (ii), (iii), (iv), (v) and (vi) above, a “Representation Date”), the Company shall furnish or cause to be furnished to the Manager forthwith (a) a certificate dated and delivered on the Representation Date, in form reasonably satisfactory to the Manager to the effect that the statements contained in the certificate referred to in Section 6 of this Agreement which were last furnished to the Manager are true and correct at the Representation Date, as though made at and as of such date (except that such statements shall be deemed to relate to the Registration Statement and the Prospectus as amended and supplemented to such date) or, in lieu of such certificate, a certificate of the same tenor as the certificate referred to in said Section 6, modified as necessary to relate to the Registration Statement and the Prospectus as amended and supplemented to the date of delivery of such certificate; (b) a certificate dated and delivered on the Representation Date (addressed to the Manager), in form reasonably satisfactory to the Manager respect to certain regulatory and intellectual property matters of the Company, in a form reasonably satisfactory to the Manager (the “IP Certificate”); and (c) an incumbency certificate signed by the secretary of the Company (the “Secretary Certificate”).”

4. Amendment to Section 4(m) of the Equity Distribution Agreement. Section 4(m) of the Equity Distribution Agreement is hereby amended and restated in its entirety as follows:

“Auditor Bring Down “Comfort” Letter. Within five (5) Trading Days of each Representation Date, unless waived by the Manager, the Company shall cause (1) the Company’s auditors (the “Accountants”), or other independent accountants satisfactory to the Manager forthwith to furnish the Manager a letter, and (2) the Chief Financial Officer of the Company, forthwith to furnish the Manager a certificate dated within five (5) Trading Days of such Representation Date, in form satisfactory to the Manager, of the same tenor as the letters and certificate referred to in Section 6 of this Agreement but modified to relate to the Registration Statement and the Prospectus, as amended and supplemented to the date of such letters and certificate.”

5. Amendment to Section 6(e) of the Equity Distribution Agreement. Section 6(e) of the Equity Distribution Agreement is hereby amended and restated in its entirety as follows:

“Additional Certificates. The Company shall have furnished or caused to be furnished to the Manager the Secretary’s Certificate; and the IP Certificate.”

6. Amendment to ANNEX I of the Equity Distribution Agreement. ANNEX I of the Equity Distribution Agreement is hereby amended and restated in its entirety in substantially the form of Exhibit A hereto.

7. No Other Amendments. Unless expressly amended by this Amendment, the terms and provisions of the Equity Distribution Agreement shall remain in full force and effect.

8. Conflicting Terms. Wherever the terms and conditions of this Amendment and the terms and conditions of the Equity Distribution Agreement are in conflict, the terms of this Amendment shall be deemed to supersede the conflicting terms of the Equity Distribution Agreement.

9. Titles and Subtitles. The titles of the sections and subsections of this Amendment are for convenience and reference only and are not to be considered in construing this Amendment.

10. Governing Law. This Amendment shall be governed by and construed in accordance with the laws of the State of New York without regard to principals of conflict of laws.

11. Counterparts. This Amendment may be executed in one or more counterparts and, if executed in more than one counterpart, the executed counterparts shall each be deemed to be an original and all such counterparts shall together constitute one and the same instrument.

[Signature Page Follows]

IN WITNESS WHEREOF, the undersigned have executed and delivered this Amendment as of the date first written above.

VYOME HOLDINGS, INC.

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

MAXIM GROUP LLC

By: /s/ Ritesh Veera
Name: Ritesh Veera
Title: Co-Head of Investment Banking

[SIGNATURE PAGE TO AMENDMENT NO. 1 TO THE EQUITY DISTRIBUTION AGREEMENT]

Form of Terms Agreement

ANNEX I

VYOME HOLDINGS, INC.

TERMS AGREEMENT

Dear Sirs:

Vyome Holdings, Inc. (the “Company”), formerly known as ReShape Lifesciences, Inc., proposes, subject to the terms and conditions stated herein and in the Equity Distribution Agreement, dated May 30, 2025, as amended (the “Equity Distribution Agreement”), between the Company and Maxim Group LLC (“Manager”), to issue and sell to Manager the securities specified in Schedule I hereto (the “Purchased Shares”).

Each of the provisions of the Equity Distribution Agreement not specifically related to the solicitation by the Manager, as agent of the Company, of offers to purchase securities is incorporated herein by reference in its entirety, and shall be deemed to be part of this Terms Agreement to the same extent as if such provisions had been set forth in full herein. Each of the representations and warranties set forth therein shall be deemed to have been made at and as of the date of this Terms Agreement and the Time of Delivery, except that each representation and warranty in Section 3 of the Equity Distribution Agreement which makes reference to the Prospectus (as therein defined) shall be deemed to be a representation and warranty as of the date of the Equity Distribution Agreement in relation to the Prospectus, and also a representation and warranty as of the date of this Terms Agreement and the Time of Delivery in relation to the Prospectus as amended and supplemented to relate to the Purchased Shares.

An amendment to the Registration Statement (as defined in the Equity Distribution Agreement), or a supplement to the Prospectus, as the case may be, relating to the Purchased Shares, in the form heretofore delivered to the Manager is now proposed to be filed with the Securities and Exchange Commission.

Subject to the terms and conditions set forth herein and in the Equity Distribution Agreement which are incorporated herein by reference, the Company agrees to issue and sell to the Manager and the latter agrees to purchase from the Company the number of shares of the Purchased Shares at the time and place and at the purchase price set forth in the Schedule I hereto.

If the foregoing is in accordance with your understanding, please sign and return to us a counterpart hereof, whereupon this Terms Agreement, including those provisions of the Equity Distribution Agreement incorporated herein by reference, shall constitute a binding agreement between the Manager and the Company.

VYOME HOLDINGS, INC.

By: _____
Name:
Title:

ACCEPTED as of the date first written above.

MAXIM GROUP LLC

By: _____
Name:
Title:



August 20, 2025

Vyome Holdings, Inc.
Harvard Square,
One Mifflin Place, Suite 400
Cambridge, MA 02138

Re: Registration Statement on Form S-3

Ladies and Gentlemen:

We have acted as counsel to Vyome Holdings, Inc. (the “Company”) in connection with the Equity Distribution Agreement dated May 30, 2025 (the “Sales Agreement”) by and between the Company and Maxim Group LLC (the “Agent”), as amended, pursuant to which the Company may offer and sell, from time to time through the Agent up to \$12,000,000 of shares (the “Shares”) of the Company’s common stock, par value \$0.001 per share, pursuant to a Registration Statement on Form S-3 (the “Registration Statement”) (File No. 333-287168) filed on May 9, 2025 with the Securities and Exchange Commission (the “Commission”) pursuant to the Securities Act of 1933, as amended (the “Securities Act”) and declared effective on May 14, 2025, and the prospectus contained therein as supplemented by the prospectus supplement dated May 14, 2025, and the prospectus supplement dated August 20, 2025 filed with the Commission pursuant to Rule 424(b) promulgated under the Securities Act (the “Prospectus Supplement”).

We have reviewed such documents and made such examination of law as we have deemed appropriate to give the opinion set forth below. We have relied, without independent verification, on certificates of public officials and, as to matters of fact material to the opinion set forth below, on certificates of officers of the Company.

The opinion expressed below is limited to the federal securities laws of the United States of America and the laws of the state of Delaware. We express no opinion as to the effect on the matters covered by the laws of any other jurisdiction.

Based on the foregoing, we are of the opinion that the Shares have been duly authorized and, when issued and sold in the manner described in the Registration Statement, the Prospectus Supplement and the Sales Agreement will be validly issued, fully paid and non-assessable.

We hereby consent to the filing of this opinion to the Company’s Current Report on Form 8-K filed with the SEC on August 20, 2025 and which is incorporated by reference in the Registration Statement and the Prospectus Supplement. We also hereby consent to the reference to our firm under the caption “Legal Matters” in the Prospectus Supplement. In giving this consent, we do not thereby admit that we are within the category of persons whose consent is required under Section 7 of the Securities Act or the rules and regulations of the Commission promulgated thereunder. This opinion is expressed as of the date hereof unless otherwise expressly stated, and we disclaim any undertaking to advise you of any subsequent changes in the facts stated or assumed herein or of any subsequent changes in applicable laws.

Very truly yours,

/s/ Sichenzia Ross FERENCE Carmel LLP
Sichenzia Ross FERENCE Carmel LLP



August 18, 2025

Securities and Exchange Commission
Washington, D.C. 20549

Commissioners:

We have read the statements made by Vyome Holdings, Inc., formerly known as ReShape Lifesciences, Inc., included in Item 4.-01(a) of its Form 8-K dated August 18, 2025, and we agree with such statements concerning our firm.

/s/ Haskell & White LLP
HASKELL & WHITE LLP

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