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

FORM 8-K

CURRENT REPORT

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

Date of Report (Date of earliest event reported): January 25, 2025

INOGEN, INC.

(Exact name of Registrant as Specified in Its Charter)

Delaware	**001-36309**	**33-0989359**
(State or Other Jurisdiction of Incorporation)	**(Commission File Number)**	**(IRS Employer Identification No.)**

859 Ward Drive **Goleta, California**	**93111**
(Address of Principal Executive Offices)	**(Zip Code)**

Registrant's Telephone Number, Including Area Code: (805) 562-0500

(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, $0.001 par value	INGN	The Nasdaq Stock Market LLC

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.

Collaboration Agreement

On January 25, 2025, Inogen, Inc., a Delaware corporation (the "Company" or "Inogen"), entered into a Strategic Collaboration Agreement (the "Collaboration Agreement") with Jiangsu Yuyue Medical Equipment & Supply Co., Ltd. ("Yuwell"). The collaboration with Yuwell is expected to broaden Inogen's product portfolio through distribution of certain respiratory products in the United States and select other territories, expand and enhance Inogen's innovation pipeline through R&D collaboration, and accelerate the entry of Inogen's brand into the Chinese market. The Collaboration Agreement will establish guidelines and principles relating to the parties' cooperation with respect to distribution, research and development, licensing, and supply chain optimization. The parties have also entered into two distribution arrangements whereby Inogen will distribute certain products supplied by Yuwell in the United States and specified European countries and Yuwell will distribute certain products supplied by Inogen in specified Asia Pacific countries.

Securities Purchase Agreement

Concurrently with the execution of the Collaboration Agreement, the Company entered into a Securities Purchase Agreement (the "Purchase Agreement") with Yuwell (Hong Kong) Holdings Limited, a wholly-owned subsidiary of Yuwell (the "Investor"), pursuant to which the Investor will purchase 2,626,425 shares (the "Shares") of the Company's common stock, par value $0.001 per share (the "Common Stock"), at a price per share of $10.36, for an aggregate purchase price of approximately $27.2 million (the "Private Placement"). The Purchase Agreement contains customary representations and warranties of the Company, on the one hand, and the Investor, on the other hand, and customary conditions to closing. The closing of the Private Placement is expected to occur during the first quarter of 2025.

Registration Rights Agreement

Concurrently with the closing of the Private Placement, the Company will enter into a Registration Rights Agreement (the "Registration Rights Agreement") with the Investor, which provides that the Investor will have the right, beginning on the 180th calendar day following the date of the Registration Rights Agreement, to cause the Company to register the resale of the Shares issued to the Investor pursuant to the Purchase Agreement. The Company is required to prepare and file a registration statement with the Securities and Exchange Commission (the "SEC") as promptly as reasonably practicable and in any event no later than 30 calendar days after receiving a written request to do so from the Investor, and to use its reasonable best efforts to have the registration statement declared effective at the earliest possible date, but no later than the earlier of (i) the 75th calendar day following the initial filing date of the registration statement if the SEC notifies the Company that it will review the registration statement and (ii) the fifth business day after the date the Company is notified (orally or in writing, whichever is earlier) by the SEC that the registration statement will not be reviewed or will not be subject to further review, subject to certain exceptions if timely effectiveness is not achieved. Subject to certain restrictions, customary information rights and preemptive rights will be granted to the Investor under the Registration Rights Agreement for so long as the Investor owns at least 7.5% of the Company's outstanding Common Stock.

Pursuant to the Registration Rights Agreement, the Company will also agree to, among other things, indemnify the Investor, each person who controls the Investor, the members, directors, officers, partners, employees, members, managers, agents, representatives and advisors of the Investor from certain liabilities and pay all fees and expenses incident to the Company's obligations under the Registration Rights Agreement.

The securities to be issued and sold to the Investor under the Purchase Agreement will not be registered under the Securities Act of 1933, as amended (the "Securities Act") in reliance on the exemption from registration provided by Section 4(a)(2) of the Securities Act and/or Regulation S promulgated thereunder, or under any state securities laws. The Company relied on this exemption from registration based in part on representations made by the Investor. The securities may not be offered or sold in the United States absent registration or an applicable exemption from registration requirements. Neither this Current Report on Form 8-K, nor the exhibits attached hereto, is an offer to sell or the solicitation of an offer to buy the securities described herein.

The foregoing summaries of the Collaboration Agreement, the Purchase Agreement and the Registration Rights Agreement do not purport to be complete and are qualified in their entirety by reference to the Collaboration Agreement, the Purchase Agreement and the form of Registration Rights Agreement, copies of which are filed as Exhibits 10.1, 10.2 and 10.3 to this Current Report on Form 8-K, respectively, and are incorporated by reference herein.

Item 3.02. Unregistered Sales of Equity Securities.

To the extent required by Form 8-K, the disclosures in Item 1.01 above are incorporated herein by reference.

Item 7.01. Regulation FD Disclosure.

On January 26, 2025, the Company issued a press release announcing its entry into the Collaboration Agreement and the Private Placement. A copy of the press release is furnished as Exhibit 99.1 to this Current Report on Form 8-K.

The information in Item 7.01 of this Form 8-K, including Exhibit 99.1 attached hereto, shall not be deemed "filed" for purposes of Section 18 of the Securities Exchange Act of 1934, as amended (the "Exchange Act"), or otherwise subject to the liabilities of that section, nor, shall it be deemed incorporated by reference in any filing under the Securities Act or the Exchange Act, except as expressly set forth by specific reference in such a filing.

Forward-Looking Statements

This Current Report on Form 8-K contains forward-looking statements within the meaning of the Private Securities Litigation Reform Act of 1995. All statements contained in this Current Report on Form 8-K that are not historical facts, including, but not limited to, statements regarding the Company's future business plans, market opportunities, financial outlook, growth strategies, and anticipated operational results, are forward-looking statements. Words such as "aims," "believes," "anticipates," "plans," "expects," "will," "intends," "potential," "possible," and similar expressions are intended to identify forward-looking statements. Forward-looking statements are subject to numerous risks and uncertainties that could cause actual results to differ materially from currently anticipated results, including but not limited to, risks and uncertainties relating to the potential benefits of the Company's collaboration with Yuwell; satisfaction of the closing conditions under the Purchase Agreement; the timing of the closing of the Equity Investment; market acceptance of its products; competition; its sales, marketing and distribution capabilities; its planned sales, marketing, and research and development activities; and risks associated with international operations. For a detailed discussion of these and other risks that could impact Inogen's operations and financial performance, please refer to the "Risk Factors" section of its Annual Report on Form 10-K for the period ended December 31, 2023, its Quarterly Report on Form 10-Q for the calendar quarter ended March 31, 2024 and in its other filings with the SEC. These forward-looking statements speak only as of the date hereof. Inogen disclaims any obligation to update these forward-looking statements except as may be required by law.

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits

Exhibit No.	Exhibit Description
10.1	Collaboration Agreement, dated as of January 25, 2025, by and between Inogen, Inc. and Yuwell.
10.2	Securities Purchase Agreement, dated as of January 25, 2025, by and between Inogen, Inc. and the Investor.
10.3	Form of Registration Rights Agreement.
99.1	Press Release of Inogen, Inc., dated January 26, 2025.
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.

INOGEN, INC.

Date: January 27, 2025

By: /s/ Michael Bourque
Michael Bourque
Executive Vice President
Chief Financial Officer
Treasurer

Exhibit 10.1

Strategic Collaboration Agreement

This Strategic Collaboration Agreement (this "**Agreement**"), dated as of January 25, 2025 ("**Effective Date**"), is entered into by and between:

(1)Jiangsu Yuyue Medical Equipment & Supply Co., Ltd., a company organized and existing under the laws of the People's Republic of China ("**Yuwell**"), and

(2)Inogen Inc., a corporation organized and existing under the laws of the State of Delaware ("**Inogen**").

In this Agreement, Yuwell and Inogen shall be collectively referred to as the "**Parties**" and individually referred to as a "**Party**"; when the "**Party**" and the "**Other Party**" are used in this Agreement, Yuwell and Inogen shall respectively be the counterparty to each other.

WHEREAS:

(1)Yuwell is a Chinese medical device manufacturer and healthcare solutions provider, specializing in the development, production and distribution of innovative medical equipment including respiratory therapy devices, diabetes management tools and homecare diagnostic solutions across various healthcare sectors (collectively, "**Yuwell Business**").

(2)Inogen is a U.S. medical technology company, specializing in the development, production and distribution of innovative portable oxygen concentrators and other respiratory therapy devices for homecare use (collectively, "**Inogen Business**").

(3)The Parties intend to establish business collaboration between Yuwell Business and Inogen Business and to enter into this Agreement to set forth the principles and scope of such business collaboration.

NOW, THEREFORE, the Parties hereby agree as follows:

1.Definition and Interpretation

In this Agreement, unless otherwise provided, capitalized terms used herein shall have the meanings as indicated in this Section 1:

1.1"**Access**" has the meaning as set forth in 28 C.F.R. § 202.201.

1.2"**Affiliate**" means, with respect to any Person, any other Person that directly, or indirectly through one or more intermediaries, Controls, or is Controlled by, or under common Control with, such Person.

1.3"**Applicable Law**" means, with respect to any Person, any transnational, domestic or foreign federal, state or local law (statutory, common or otherwise), constitution, treaty, convention, ordinance, code, rule, regulation, order, injunction, judgment, decree, ruling or other similar requirement enacted, adopted, promulgated or applied by a Governmental Authority that is binding upon or applicable to such Person, as amended unless expressly specified otherwise.

1.4“**Background Intellectual Property**” means, with respect to any Party, any and all intellectual property owned or otherwise controlled by such Party or any of its Affiliates (a) in existence as of immediately prior to the Effective Date or (b) arising during the Collaboration Term but independently from this Agreement.

1.5“**Bulk U.S. Sensitive Personal Data**” has the meaning as set forth in 28 C.F.R. § 202.206.

1.6“**Business Day**” means any day other than a Saturday or Sunday and other than a day on which banks are required or authorized to close in the PRC, or the City of New York, New York.

1.7“**Change of Control**” means, with respect to a Party: (a) an acquisition, reorganization, merger, or consolidation of such Party by or with a third party in which the holders of the voting securities of such Party outstanding immediately before such transaction cease to beneficially own at least 50% of the combined voting power of the surviving entity, directly or indirectly, immediately after such transaction; (b) a transaction or a series of related transactions in which a third party, together with its Affiliates (if applicable), becomes the beneficial owner of 50% or more of the combined voting power of the outstanding securities of such Party; or (c) the sale or other transfer to a third party of all or substantial all of such Party’s assets.

1.8“**Control**” (including the terms “Controlling” “Controlled by” and “under common Control with”) means the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting securities, by contract or otherwise.

1.9“**Equity Securities**” means, with respect to any Person, (a) shares of capital stock, voting securities, or other equity or ownership interests of such Person, (b) securities of such Person convertible into, exercisable for, or exchangeable for shares of capital stock, voting securities or other equity or ownership interests of such Person, (c) subscriptions, options, restricted shares, restricted share units, stock appreciation rights, performance shares, contingent value rights, warrants, convertible debts, convertible instruments, calls, phantom stock or other similar rights, agreements, or commitments of any character to acquire from such Person, or obligations of such Person to issue or sell, any issued or unissued shares of capital stock, voting securities, or other equity or ownership interests or securities convertible into, exercisable for, or exchangeable for, or giving any Person a right to subscribe for or acquire, any shares of capital stock, voting securities or other equity or ownership interests of such Person, (d) bonds, debentures, notes or other indebtedness of such Person having the right to vote (or convertible into, exercisable for, or exchangeable for shares of capital stock, voting securities or other equity or ownership interests of such Person having the right to vote) on any matters on which shareholders of such Person may vote, or (e) securities or rights issued by such Person, in each case, that are derivative of, or provide economic benefit based on the value of, shares of capital stock, voting securities or other equity or ownership interests of such Person.

1.10“**Governmental Authority**” means any transnational, domestic or foreign federal, state or local governmental, regulatory or administrative authority, department, court, agency or official, including any political subdivision thereof and any applicable securities exchange.

1.11“**Person**” means any individual, firm, corporation, partnership, trust, incorporated or unincorporated association, joint venture, joint stock company, limited liability company, Governmental Authority or other entity of any kind, and shall include any successor (by merger or otherwise) of such entity.

1.12“**PRC**” means the People’s Republic of China (for the purpose of this Agreement, the Hong Kong Special Administrative Region, the Macau Special Administrative Region, and Taiwan are excluded).

1.13“**Purchase Agreement**” means the Securities Purchase Agreement entered into between Yuwell (Hong Kong) Holdings Limited and Inogen dated January 25, 2025.

1.14“**Representatives**” means, with respect to a Person, the Affiliates of such Person and the directors, officers, employees, agents, consultants, contractors, advisors, legal counsel, accountants and other representatives of such Person and its Affiliates.

1.15“**Trademarks**” means any and all trademarks, service marks, trade names, service names, brand names, trade dress, logos, certifications, and any and all other indications of origin, in each case, whether or not registered, and together with the goodwill associated with and symbolized thereby.

1.16References to products of Yuwell, Inogen or any third party in this Agreement shall mean the relevant products as referred to in such party’s business operation and as generally understood in the market.

1.17References to relevant technologies or industry terms shall have the relevant meanings as generally understood in the medical device or healthcare technology industries as applicable.

2.Principles of the Business Collaboration

2.1The Parties acknowledge and agree that the collaboration between Yuwell Business and Inogen Business in the Relevant Collaboration Fields (as defined in Section 3.1) is in the common interests and pursuits of the Parties. The Parties shall work in good faith to collaborate in the Relevant Collaboration Fields to the extent agreed pursuant to this Agreement to the maximum extent permitted by the Applicable Laws. The Parties shall use commercially reasonable efforts to facilitate a comprehensive and in-depth collaboration in the Relevant Collaboration Fields under this Agreement.

2.2Each Party shall be entitled to designate its Affiliates to carry out aspects of the collaboration with the Other Party in the Relevant Collaboration Fields, and the Parties will or will designate their respective Affiliates to enter into specific agreements with respect to specific collaboration in the Relevant Collaboration Fields in accordance with the principles set forth in this Agreement. Each Party shall ensure that its designated Affiliates have the necessary conditions, resources and capabilities to carry out the relevant collaboration under this Agreement and/or the relevant specific agreements. The Parties further agree that the obligations or restrictions imposed on any Party under this Agreement shall also be applicable to the Affiliates of such Party, and reference to Yuwell or Inogen shall also include their respective Affiliates to the extent applicable. Each Party shall procure that its Affiliates comply with this Agreement and assume full

responsibility for the performance of and compliance with the obligations under this Agreement by its Affiliates.

3.Relevant Collaboration Fields

3.1The Parties agree to collaborate in fields (the "**Relevant Collaboration Fields**") that include but not limited to the International Distribution Business (as defined in Section 3.3(a)), Asia Trademark License and Distribution Business (as defined in Section 3.4(a)), Joint R&D Business (as defined in Section 3.5(a)), Supply Chain Optimization (as defined in Section 3.6(a)) and other business fields as agreed by the Parties from time to time.

3.2The Parties further agree to set forth the principles and key matters of the collaboration with respect to each Relevant Collaboration Field in Section 3. Any further negotiations, execution of specific agreements, and implementation of collaborations for each such Relevant Collaboration Field shall be in accordance with these principles; provided, however, that neither Party will be bound by the matters set out in the Relevant Collaboration Fields in Section 3 of this Agreement, unless and until such matters are formalized in a relevant agreement executed by both Parties ("**Ancillary Agreements**"); provided further that the Parties agree to negotiate in good faith with respect to such Ancillary Agreements. For the avoidance of doubt, the terms of any such Ancillary Agreements will control over the general description of the planned Relevant Collaboration Fields included in this Agreement.

3.3International Distribution Business

(a)The Parties plan to collaborate in respect of the distribution of the Selected Yuwell Products in the Inogen Territory (the "**International Distribution Business**") under a mutually agreed distribution agreement covering the points below. For purposes of this Section 3.3:

(i)"Selected **Yuwell Products**" shall (x) initially cover respiratory products, namely stationary oxygen concentrators, portable oxygen concentrators, PAP therapy devices and masks;

and (y) thereafter, subject to the mutual agreement of the Parties, expand to cover additional products manufactured by Yuwell.

(ii)"**Inogen Territory**" shall (x) initially cover the United States, and certain selected European regions and (y) thereafter, subject to mutual agreement of the Parties, expand to cover additional regions.

(b)Concurrently with the execution of this Agreement, the Parties shall enter into an Ancillary Agreement in respect of the International Distribution Business.

3.4Asia Trademark License and Distribution Business

(a)The Parties plan to collaborate in respect of the use of Trademarks of Inogen and the distribution of the Inogen Products in the Yuwell Territory (the "**Asia Trademark License and Distribution Business**") under a mutually agreed

distribution agreement covering the points below. For purposes of this Section 3.4:

(i)"**Inogen Products**" shall initially cover:

(x) the existing products bearing the mark of "Inogen", including but not limited to, portable and stationary oxygen concentrators and related accessories;

and thereafter, subject to mutual agreement of the Parties, expand to cover additional products such as the Simeox branded devices and through the trademark licensing, products such as CPAP/APAP/BIPAP devices and nebulizers (and accessories).

(ii)"**Yuwell Territory**" shall (x) initially cover the PRC, Indonesia, Philippines, Thailand and Vietnam, and (y) thereafter, subject to mutual agreement of the Parties, expand to cover other agreed upon countries in Southeast Asia.

(b)Concurrently with the execution of this Agreement, the Parties shall enter into an Ancillary Agreement in respect of the Asia Trademark License and Distribution Business.

3.5Joint R&D Business

(a)The Parties shall collaborate to evaluate opportunities for, and develop, new products for both the International Distribution Business and the Asia Trademark License and Distribution Business (the "**Joint R&D Business**").

(b)Either Party may submit a business proposal to the JSC for products to be jointly developed under the Joint R&D Business. Such proposals shall include, without limitation: (i) product information including features and potential applications; (ii) market analysis, including market size, landscape, indication, and target customer segments, (iii) required resources for such development, and (iv) a proposed allocation of such required resources and responsibilities between the Parties, including an associated budget.

(c)It is expected that the initial products to be covered under the Joint R&D Business shall include innovative respiratory products for global markets.

(d)Each Party shall establish a specific R&D team that specializes in developing products under the Joint R&D Business. The forms of cooperation shall include, but are not limited to, joint R&D, joint ventures, original design manufacturing (ODM), and technology licensing.

(e)Products developed under the Joint R&D Business shall be discussed by each Party on a case-by-case basis. The expected model for distribution shall be for Inogen to distribute such products in the Inogen Territory (as defined in Section 3.3), Yuwell to distribute in the Yuwell Territory (as defined in Section 3.4), and case-by-case discussions between the Parties shall be held on distributions in other regions.

(f)Prior to initiating any project under the Joint R&D Business, the Parties shall agree in writing upon a joint development plan for such project through the JSC covering the following:

(i)ownership of intellectual property rights (it being understood that, as between the Parties, the default position will be that (A) each Party will solely and exclusively own all right, title and interest in and to its Background Intellectual Property, (B) each Party will solely and exclusively own all right, title and interest in and to any intellectual property created, conceived, developed or reduced to practice solely by or on behalf of such Party or any of its Affiliates, and (C) the Parties will jointly own all right, title and interest in and to any intellectual property created, conceived, developed or reduced to practice jointly by or on behalf of the Parties or their Affiliates) and any necessary licenses of intellectual property rights between the Parties;

(ii)regulatory filing plans, including registration holder by country;

(iii)clinical trial plans, including resources committed by each Party;

(iv)manufacturing plans;

(v)commercialization plans; and

(vi)in terms of personnel and funding, R&D development resources allocation.

3.6Supply Chain Optimization

(a)The Parties agree to leverage their respective resources, including manufacturing capabilities and sourcing and distribution networks, to collaborate in optimizing their respective supply chains (the "**Supply Chain Optimization**"). This Supply Chain Optimization is intended to enhance operational efficiency, reduce costs, and improve overall supply chain performance for mutual benefit.

(b)Without limiting the generality of the foregoing Section 3.6(a), the Parties shall evaluate, and where mutually beneficial, implement the following:

(i)optimisation of manufacturing and/or assembly of both Parties' products by leveraging the geolocations and expertise maintained in the facilities utilized by each Party, allowing for more effective localization of products and manufacturing, as well as improving regional supply chain resiliency;

(ii)co-investment in new manufacturing facilities in countries that have strategic advantage for both Parties;

(iii)sharing of third-party contract manufacturing resources; and

(iv)reduction of the Parties' respective supply chain costs through measures, including, but not limited to, joint raw materials procurement and optimized supplier selection and management.

4.Steering Committee

4.1Promptly, but no later than 3 months after the commencement of the Collaboration Term, the Parties shall form a joint steering committee (the "**JSC**") to coordinate, oversee and manage the business collaboration and other matters contemplated under this Agreement.

4.2The JSC shall have the following primary responsibilities:

(a)provide strategic direction, oversight, and decision-making support for the collaboration contemplated under this Agreement;

(b)guide the planning and execution of any project contemplated under this Agreement;

(c)provide support and resolution for any problems or issues that may arise in connection with the implementation of this Agreement or any related project; and

(d)perform such other functions as expressly set forth in this Agreement or as mutually agreed upon by the Parties.

4.3Each Party shall appoint three (3) of its executives or managers to serve as its representatives on the JSC, each of whom must have appropriate expertise, experience and authority to make decisions on behalf of the appointing Party with respect to issues falling within the jurisdiction of the JSC. The Parties may change the total number of representatives on the JSC by mutual agreement in writing; provided, that at all times there will be an equal number of representatives of each Party on the JSC. Each Party may change its JSC representatives at any time by written notice to the Other Party.

4.4The JSC shall meet as frequently as needed but no less frequently than (a) once per month during the first calendar year of the Collaboration Term, and (b) once each calendar quarter thereafter for the remainder of the Collaboration Term. JSC meetings will be held at such times and places or in such form, including by telephone or video conference, as the JSC determines.

4.5All JSC decisions in any matter requiring JSC's action or approval must be unanimous, with each Party's representatives on the JSC collectively having one vote. No JSC vote may be taken unless a majority of the representatives designated by each Party are present. The JSC shall make all decisions and take other actions in good faith and with due care, after consideration of the information that is reasonably available to it, with the intention that the resulting decision or action will (a) not breach or conflict with any requirements or other provisions of this Agreement; and (b) maintain or increase the likelihood that the Parties will achieve the collaboration's objectives as contemplated under this Agreement.

4.6In the event that the JSC fails to reach a unanimous decision on any matter before it for decision within thirty (30) calendar days of such matter being first presented to the JSC, such matter shall be escalated to the Chief Executive Officer of Inogen and the Chairman of Yuwell for final resolution. If the CEO and Chairman cannot reach resolution on a JSC matter, then no JSC decision will be reached, and the failure to reach a resolution will not constitute a dispute under Section 12.2.

4.7The JSC may establish project teams from time to time to provide support and recommendations to the JSC or the Parties on particular matters, including with respect to commercialization, manufacturing, and research and development of any product in respect of any Relevant Collaboration Fields.

5.Other Rights of the Parties

5.1Inspection Right

(a)Each Party or its Representatives may, at its own expense and on a semi-annual basis during the Collaboration Term, inspect those portions of the site used in the manufacture, storage, testing, or other handling of such Party's products or raw materials to be used for such products as it deems necessary to ensure compliance with this Agreement's terms and conditions. Each Party or its Representatives may conduct any inspection under this Section 5 at any time during regular business hours on Business Days and shall schedule any such inspection at least 10 Business Days in advance. Each Party may only exercise its inspection rights under this Section 5 no more than 2 times in any calendar year, unless a prior inspection in such calendar year reveals a breach of this Agreement or an Ancillary Agreement and then such Party may exercise its inspection rights no more than 4 times during such calendar year and the following calendar year.

(b)Each Party shall cooperate with the inspecting Party in conducting any such inspection. Each Party agrees that no inspection hereunder shall unreasonably interfere with the Other Party's business and such Party, together with its Representatives, shall keep all information obtained during any such inspection confidential pursuant to and in accordance with this Agreement.

5.2In the event Inogen determines to solicit indications of interest from third parties with respect to the acquisition of the majority of shares of Inogen's then-outstanding common stock, Inogen shall, as promptly as reasonably practicable, notify Yuwell in writing of its determination to solicit such indications of interest.

6.Collaboration Term and Termination

6.1This Agreement shall become effective as of the Effective Date and will be automatically terminated upon expiration or termination of the Collaboration Term (as defined in Section 6.2) (including the extended term) or otherwise in accordance with this Section 6.

6.2The Parties agree that subject to Section 6.3 of this Agreement and unless the Parties otherwise agree in writing to terminate this Agreement prior to expiration of the applicable Collaboration Term, the term of this Agreement shall be five years

commencing from the Closing Date as defined under the Purchase Agreement (the "**Collaboration Term**"), subject to extension of another term of five years if mutually agreed by the Parties. The Parties shall engage in good faith discussions with respect to the renewal or extension of the Collaboration Term, and the terms and conditions thereof, no later than six (6) months prior to the expiration of the Collaboration Term.

6.3Notwithstanding the foregoing, upon the occurrence of any of the following events, either Party may terminate this Agreement immediately by written notice to the Other Party at any time:

(a)the Purchase Agreement is terminated without the anticipated purchase by Yuwell (Hong Kong) Holdings Limited of the shares of Inogen as contemplated therein;

(b)in the event of any material breach of this Agreement by the Other Party that remains uncured for a period of thirty (30) calendar days after the receipt of notice of such material breach; or

(c)in the event (i) the Other Party commences a voluntary proceeding under any applicable bankruptcy, insolvency or other similar law; (ii) the Other Party consents to the entry of an order for relief in an involuntary proceeding under any applicable bankruptcy, insolvency or other similar law; (iii) the Other Party consents to the appointment of, or a Governmental Authority enters a decree or order appointing, a receiver, liquidator, assignee, trustee, custodian, sequestrator, conservator, supervisor, rehabilitator (or other similar official) of such Party or for any material portion of such Party's assets and properties; (iv) the Other Party makes a general assignment for the benefit of creditors; or (v) an involuntary proceeding is commenced against the Other Party under any applicable bankruptcy, insolvency or other similar law, and such proceeding is not dismissed within ninety (90) calendar days.

Notwithstanding the foregoing, following a Change of Control of either Party, the Other Party shall have the right, exercisable within 30 calendar days following the closing of such Change of Control, to terminate this Agreement on written notice to such Party to be effective 90 calendar days following the written notice.

Upon termination of this Agreement pursuant to this Section 6, except as otherwise provided in this Agreement, the rights and obligations of the Parties hereunder shall terminate; provided that the termination of this Agreement will not affect a Party's respective rights, obligations and remedies pursuant to this Agreement that accrued prior to such termination. Section 7, Section 8, Section 9, Section 12, Section 13 and all definitions used in such provisions, and any other provisions necessary and proper to give effect to the intention of the Parties as to the effect of this Agreement after expiration or termination hereof, shall survive the expiration or termination of this Agreement.

7.Intellectual Property

7.1Unless otherwise expressly provided in this Agreement or any Ancillary Agreement entered into in respect of any Relevant Collaboration Fields pursuant to this Agreement:

(a)The ownership of any materials, information and intellectual property respectively provided by the Parties for the purpose of this Agreement shall not be changed as a result of the collaboration under this Agreement, and neither Party is granted nor shall acquire under this Agreement any license or other right, title or interest, by implication, estoppel or otherwise, under any intellectual property owned or controlled by the Other Party or such Other Party's Affiliates. Each Party undertakes to (and to cause its Affiliates to) respect and protect the intellectual property of the Other Party and shall in no event conduct any reverse engineering on the equipment and software, products or other technology of the Other Party made available under this Agreement or any such Ancillary Agreement.

(b)Each Party shall not (and shall cause its Affiliates not to) use the intellectual property of the Other Party, except as specifically allowed under an Ancillary Agreement. Each Party undertakes not to (and to cause its Affiliates not to), under any circumstances, perform any act that could infringe, misappropriate or otherwise violate the intellectual property rights or other proprietary rights of the Other Party. Each Party undertakes not to (and to cause its Affiliates not to), in any event, jointly with any third party, or assist or allow any third party to, engage in any actions that would infringe, misappropriate or otherwise violate the intellectual property rights or other proprietary rights of the Other Party.

(c)Neither Party shall use or reproduce the Trademarks, business information, technologies and other data of the Other Party without the prior written consent of such Other Party.

7.2Each Party hereby agrees to indemnify, defend and hold harmless the Other Party from and against any and all losses incurred by such Other Party resulting from any claim by a third party arising from or relating to the infringement, misappropriation or other violation of such third party's intellectual property rights or other legal rights (a) in the performance by such Party of its obligations under this Agreement, or (b) in connection with the products, services or materials provided by such Party under this Agreement, except to the extent such losses relate to any alteration or modification of such products, services or materials by or on behalf of such Other Party or any combination of such products, services or materials with any other products, services or materials.

8.Confidentiality

8.1The Parties expressly acknowledge and agree that this Agreement, its terms and all information, whether written or oral, furnished by either Party and/or any of its Affiliates or advisors (as of the relevant dates) to the Other Party and/or any Affiliate or advisors of the Other Party (as of the relevant dates) in connection with the preparation and negotiation or performance of this Agreement ("**Confidential Information**") shall be deemed to be confidential and shall be maintained by each Party and their respective Affiliates (as of the relevant dates), in strict confidence.

8.2The receiving Party shall use the same degree of care as it uses with regard to its own confidential information to prevent disclosure, use or publication of the Confidential Information of the Other Party. Confidential Information of the disclosing Party shall be held in strict confidence by the receiving Party unless the receiving Party is able to prove that the Confidential Information is or has been:

(a)obtained legally and freely from a third party without any restrictions;

(b)independently developed by the receiving Party at a prior time or in a separate and distinct manner without benefit of any of the Confidential Information of the disclosing Party;

(c)made available by the disclosing Party for general release independent of the receiving Party;

(d)made public as required by Applicable Laws; or

(e)within the public domain or later becomes part of the public domain as a result of acts by someone other than the receiving Party and through no fault or wrongful act of the receiving Party.

8.3A receiving Party may disclose Confidential Information of a disclosing Party to directors, officers, employees and advisors of the receiving Party or agents of the receiving Party in each case (i) who have agreed in writing to non-disclosure or are under law subject to confidentiality obligations and (ii) who have a need to know such information in connection with the transactions contemplated by this Agreement. Any disclosure of Confidential Information required by legal process pursuant to this Section 8.3 shall only be made after providing the disclosing Party with notice thereof in order to permit the disclosing Party to seek an appropriate protective order or exemption. Violation by a Party or its agents of the foregoing provisions shall entitle the disclosing Party, at its option, to obtain injunctive relief without a showing of irreparable harm or injury and without bond. The provisions of this Section 8 shall survive and remain effective for a period of five years after the termination of this Agreement.

9.Tax Payment

The Parties shall pay their respective taxes in connection with the performance of this Agreement to the relevant tax authorities in accordance with the Applicable Laws, regulations, and policies.

10.Representations, Warranties and Covenants

10.1Each Party hereby represent and warrant to the Other Party that:

(a)It is duly established and validly existing under the laws of the jurisdiction of its incorporation, and possesses all licenses, permits, authorizations and approvals necessary to enable it to use its name and to own, lease or otherwise hold its properties and assets and to carry on its business as presently conducted and as presently proposed to be conducted. It is duly qualified to do business in each jurisdiction in which the nature of its business or the ownership, leasing or holding of its properties or assets requires such qualification.

(b)It has all requisite power and authority to execute this Agreement and to consummate the transactions and to perform its obligations contemplated hereby. All requisite acts and other proceedings required to be taken by it to authorize the execution, delivery and performance of this Agreement and the

consummation of the transactions and the performance of its obligations contemplated hereby have been duly and properly taken. This Agreement has been duly and validly executed and delivered by such Party, and constitutes its legal, valid and binding obligation, enforceable against it in accordance with the terms of this Agreement.

(c)None of the execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, or the performance by it of any of its obligations hereunder will (i) violate any provision of its constituent documents, (ii) violate any order, writ, injunction, judgment or decree applicable to it or any of its properties or assets, (iii) violate any Applicable Law or (iv) result in any conflict with, breach of or default (or give rise to any right of termination, cancellation or acceleration) under, any of the terms, conditions or provisions of any note, bond, mortgage, indenture, warrant or other similar instrument or any license, permit, agreement or other obligation to which it is a party or by which it or any of its properties or assets may be bound, except for such violations, conflicts, breaches, defaults or terminations that would not, individually or in the aggregate be reasonably likely to have a material adverse effect on it or its ability to perform the obligations under this Agreement.

(d)There are no claims, actions, suits, arbitrations or other proceedings or investigations pending, or to the best knowledge of such Party, threatened, by or against or affecting such Party related to the transactions contemplated hereby. There are no outstanding judgments, orders or decrees of Governmental Authorities or arbitrators applicable to such Party that have or would reasonably be expected to have a material adverse effect on it or its ability to perform the obligations under this Agreement.

11.Regulatory Compliance

11.1Each Party agrees and covenants that (i) it shall procure and properly maintain and cause its controlled Affiliates to procure and properly maintain, any approval, permit, or license of any Governmental Authority necessary, proper, or advisable for the performance of their respective obligations under this Agreement; (ii) it shall ensure compliance in material respects with all applicable antitrust and competition laws, rules, and regulations of all relevant jurisdictions at all times; and (iii) it shall cooperate with the other Party to complete annual reviews to ensure ongoing compliance.

11.2Yuwell agrees and covenants that it will not, and will cause its controlled Affiliates not to, acquire or seek Access to any Bulk U.S. Sensitive Personal Data collected or maintained by Inogen.

12.Governing Law and Dispute Resolution

12.1The execution, interpretation, construction, performance and enforcement of this Agreement and the resolution of dispute(s) arising out of this Agreement shall be governed by and construed in accordance with the laws of New York without regard to principles of conflict of laws thereunder.

12.2Any dispute arising out of or relating to the interpretation or performance of this Agreement, including any question regarding its existence, validity or termination, shall

be referred to and finally resolved by arbitration administered by the Singapore International Arbitration Centre ("**SIAC**") in accordance with the Arbitration Rules of the Singapore International Arbitration Centre for the time being in force, which rules are deemed to be incorporated by reference in this Section 12.2. The seat of the arbitration shall be Singapore. The tribunal shall consist of three (3) arbitrator(s). The language of the arbitration shall be English. The award of the arbitration shall be final and binding upon the Parties. During the dispute settlement period, the Parties shall continue to perform the activities contemplated under this Agreement except for the dispute matters.

13.Miscellaneous

13.1The provisions of this Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns; provided that no Party may assign, delegate or otherwise transfer any of its rights or obligations under this Agreement without the consent of the Other Party hereto.

13.2All notices, requests and other communications to any party shall be in writing and shall be delivered in person, mailed by certified or registered mail, return receipt requested, or sent by facsimile transmission or email transmission so long as receipt of such email is requested and received:

if to Inogen to:

Inogen, Inc.
859 Ward Drive
Suite 200
Goleta, CA 93111, USA
Attention: General Counsel
Email: [***]

if to the Yuwell, to:

Jiangsu Yuyue Medical Equipment & Supply Co., Ltd.
Yuwell Manufacturing Base,
No.l Baisheng Road, Development Zone,
Danyang City, Jiangsu Province, PRC
Attention: Senior Director of International Strategy and Investment
Email: [***]

All notices, requests and other communications shall be deemed received on the date of receipt by the recipient thereof if received prior to 5:00 p.m. in the place of receipt and such day is a Business Day in the place of receipt. Otherwise, any such notice, request or communication shall be deemed not to have been received until the next succeeding Business Day in the place of receipt. Any notice, request or other written communication sent by facsimile transmission shall be confirmed by certified or registered mail, return receipt requested, posted within one Business Day, or by personal delivery, whether courier or otherwise, made within two Business Days after the date of such facsimile transmissions.

13.3This Agreement may not be amended, waived or otherwise modified except by an instrument in writing executed by the Parties. The amendment and modification of this Agreement duly executed by the Parties shall constitute an integral part of this Agreement with the same legal effect. In addition, any Party may waive any provision of this Agreement with respect to itself by an instrument in writing executed by the Party against whom the waiver is to be effective.

13.4All costs and expenses incurred in connection with the preparation of this Agreement, or any amendment or waiver hereof, and the transactions contemplated hereby shall be paid by the Party incurring such costs or expenses.

13.5No failure on the part of any Party to exercise, and no delay on its part in exercising any right or remedy under this Agreement shall operate as a waiver thereof, nor shall preclude any further exercise of such right or remedy by such Party.

13.6This Agreement constitutes the entire agreement among the Parties hereto and supersede all prior and contemporaneous agreements and understandings, both oral and written, among the Parties hereto with respect to the subject matter hereof.

13.7If any term, provision, covenant or restriction of this Agreement is held by a court of competent jurisdiction or other authority to be invalid, void or unenforceable, the remainder of the terms, provisions, covenants and restrictions of this Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner materially adverse to any Party. Upon such a determination, the Parties shall negotiate in good faith to modify this Agreement so as to effect the original intent of the Parties as closely as possible in an acceptable manner so that the activities contemplated hereby be consummated as originally contemplated to the fullest extent possible.

13.8The headings in this Agreement are for convenience of reference only and shall not be used to construe or interpret this Agreement.

13.9This Agreement may be executed in two counterparts, each of which shall be deemed to be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument. This Agreement shall become effective when each Party shall have received counterparts hereof signed by the Other Party. Until and unless each Party has received a counterpart hereof signed by the Other Party, this Agreement shall have no effect and no party shall have any right or obligation hereunder (whether by virtue of any other oral or written agreement or other communication).

13.10The Parties hereto agree that irreparable damage would occur if any provision of this Agreement were not performed in accordance with the terms hereof and that the Parties shall be entitled to an injunction or injunctions to prevent breaches of this Agreement or to enforce specifically the performance of the terms and provisions hereof in any court of competent jurisdiction, in addition to any other remedy to which they are entitled at law or in equity.

[*Remainder of page intentionally left blank*]

IN WITNESS WHEREOF, the Parties hereto have caused their respective duly authorized representatives to execute this Agreement as of the date first written above.

Jiangsu Yuyue Medical Equipment & Supply Co., Ltd.

By: /s/ Qun Wu
Name: Qun Wu
Title: CEO

IN WITNESS WHEREOF, the Parties hereto have caused their respective duly authorized representatives to execute this Agreement as of the date first written above.

Inogen, Inc.

By: /s/ Kevin Smith
Name: Kevin Smith
Title: CEO

Exhibit 10.2

SECURITIES PURCHASE AGREEMENT

This **SECURITIES PURCHASE AGREEMENT** (this "**Agreement**") is dated as of January 25, 2025, by and between Inogen, Inc., a Delaware corporation (the "**Company**"), and Yuwell (Hong Kong) Holdings Limited, a company established under the laws of Hong Kong (together with its permitted assigns, the "**Investor**").

WHEREAS, the Company and the Investor are executing and delivering this Agreement in reliance upon the exemption from securities registration afforded by Section 4(a)(2) of the Securities Act and Regulation S promulgated thereunder;

WHEREAS, contemporaneously with the execution of this Agreement, the Company and Yuwell Listco (as defined below) have executed and delivered a Strategic Collaboration Agreement (the "**Collaboration Agreement**"), setting forth the terms and conditions between the Company and Yuwell Listco with respect to, among other things, distribution by the Company of certain products manufactured by Yuwell Listco, distribution by Yuwell Listco of certain products manufactured by the Company or bearing the "Inogen" mark, research and development and supply chain cooperation;

WHEREAS, the Company desires to sell to the Investor, and the Investor desires to purchase from the Company, upon the terms and subject to the conditions stated in this Agreement, shares (the "**Shares**") of the Company's common stock, par value $0.001 per share (the "**Common Stock**"); and

WHEREAS, contemporaneously with the sale of the Shares, the parties hereto will execute and deliver, among other things, a Registration Rights Agreement, substantially in the form attached hereto as Exhibit B, pursuant to which the Company will agree to provide certain registration rights in respect of the Shares under the Securities Act and applicable state securities laws.

NOW THEREFORE, in consideration of the mutual agreements, representations, warranties and covenants herein contained, the Company and the Investor, each agrees as follows:

1.Definitions. As used in this Agreement, the following terms shall have the following respective meanings:

"**Affiliate**" means, with respect to any Person, any other Person that, directly or indirectly through one or more intermediaries, controls, is controlled by or is under common control with such Person.

"**Agreement**" has the meaning set forth in the recitals.

"**Amended and Restated Bylaws**" means the Amended and Restated Bylaws of the Company, as currently in effect and as in effect on the Closing Date.

"**Amended and Restated Certificate of Incorporation**" means the Thirteenth Amended and Restated Certificate of Incorporation of the Company, as currently in effect and as in effect on the Closing Date.

"**Benefit Plan**" or "**Benefit Plans**" means employee benefit plans as defined in Section 3(3) of ERISA and all other employee benefit practices or arrangements, including, without limitation, any such practices or arrangements providing severance pay, sick leave, vacation pay, salary continuation for disability, retirement benefits, deferred compensation, bonus pay, incentive pay, stock options or other stock-based compensation, hospitalization insurance, medical insurance, life insurance, scholarships or tuition reimbursements, maintained by the Company or to which the Company or any of its subsidiaries is obligated to contribute for employees or former employees of the Company and its subsidiaries.

"**Board of Directors**" means the board of directors of the Company.

"**Business Day**" means any day other than a Saturday or Sunday and other than a day on which banking institutions in the PRC and/or the State of New York are authorized or required by law or other governmental action to close.

"**China ODI Clearance**" has the meaning set forth in Section 5.3.

"**Closing**" has the meaning set forth in Section 2.2.

"**Closing Date**" has the meaning set forth in Section 2.2.

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

"**Common Stock**" has the meaning set forth in the recitals.

"**Company**" has the meaning set forth in the recitals.

"**Confidential Data**" has the meaning set forth in Section 3.30.

"**Disclosure Document**" has the meaning set forth in Section 5.4.

"**EMA**" has the meaning set forth in Section 3.20.

"**Environmental Laws**" has the meaning set forth in Section 3.15.

"**Equity Plans**" means the Company's 2014 Equity Incentive Plan and the Company's 2023 Equity Incentive Plan.

"**ERISA**" means the U.S. Employee Retirement Income Security Act of 1974, as amended.

"**Exchange Act**" means the U.S. Securities Exchange Act of 1934, as amended, and all of the rules and regulations promulgated thereunder.

"**FDA**" has the meaning set forth in Section 3.20.

"**Financial Statements**" has the meaning set forth in Section 3.8(b).

"**Fundamental Representations"** means the representations and warranties made by the Company in Sections 3.1 (Organization and Power), 3.2 (Capitalization), 3.4 (Authorization), 3.5 (Valid Issuance), 3.6 (No Conflict), 3.7 (Consents), 3.8 (SEC Filings; Financial Statements), 3.18 (Nasdaq Stock Market), 3.19 (Sarbanes-Oxley Act), 3.23 (Price Stabilization of Common Stock), 3.24 (Investment Company Act), 3.25 (General Solicitation; No Integration or Aggregation), 3.26 (Brokers and Finders), 3.27 (Reliance by the Investor), and 3.30 (No Additional Agreements).

"**GAAP**" has the meaning set forth in Section 3.8(b).

"**Governmental Authority**" means any federal, state, local or foreign governmental or quasi-governmental authority or municipality or subdivision thereof or any authority, department, commission, board, bureau, agency, court, tribunal or instrumentality, notified body or any applicable self-regulatory organization.

"**Governmental Authorizations**" has the meaning set forth in Section 3.11.

"**Health Care Laws**" has the meaning set forth in Section 3.21.

"**HIPAA**" has the meaning set forth in Section 3.30.

"**Indemnified Person"** has the meaning set forth in Section 5.9.

"**Intellectual Property**" has the meaning set forth in Section 3.12.

"**Investor**" has the meanings set forth in the recitals.

"**IT Systems**" has the meaning set forth in Section 3.30.

"**Material Adverse Effect**" means any change, event, circumstance, development, condition, occurrence or effect that, individually or in the aggregate, (a) was, is, or would reasonably be expected to be, materially adverse to the business, financial condition, properties, assets, liabilities, stockholders' equity or results of operations of the Company and its subsidiaries, taken as a whole, or (b) materially delays or materially impairs the ability of the Company to comply, or prevents the Company from complying, with its obligations under the Transaction Agreements, or with respect to the Closing, or would reasonably be expected to do so.

"**Medical Device Laws**" has the meaning set forth in Section 3.20.

"**Nasdaq**" means the Nasdaq Stock Market LLC.

"**National Exchange**" means (i) on and prior to the Closing Date, the Nasdaq Global Select Market and (ii) following the Closing Date, any of the following markets or exchanges on which the Common Stock is listed or quoted for trading on the date in question, together with any successor thereto: the NYSE American, The New York Stock Exchange, the Nasdaq Global Market, the Nasdaq Global Select Market and the Nasdaq Capital Market.

"**Person**" means an individual, partnership, corporation, limited liability company, business trust, joint stock company, trust, unincorporated association, joint venture or any other entity or organization.

"**Personal Data**" has the meaning set forth in Section 3.30.

"**PRC**" means the People's Republic of China (for the purpose of this Agreement, the Hong Kong Special Administrative Region, the Macau Special Administrative Region and Taiwan are excluded).

"**Privacy Laws**" has the meaning set forth in Section 3.31.

"**Privacy Statements**" has the meaning set forth in Section 3.31.

"**Process**" or "**Processing**" has the meaning set forth in Section 3.31.

"**Registration Rights Agreement**" has the meaning set forth in Section 6.1(i).

"**Regulation S**" means Regulation S promulgated under the Securities Act.

"**Rule 144**" means Rule 144 promulgated by the SEC pursuant to the Securities Act, as such Rule may be amended from time to time, or any similar rule or regulation hereafter adopted by the SEC having substantially the same effect as such Rule.

"**SEC**" means the U.S. Securities and Exchange Commission.

"SEC Reports" means since January 1, 2022, (a) all Annual Reports on Form 10-K filed by the Company and (b) all Quarterly Reports on Form 10-Q or Current Reports on Form 8-K filed or furnished (as applicable) by the Company following the end of each fiscal year for which an Annual Report on Form 10-K has been filed and prior to the execution of this Agreement, together in each case with any documents incorporated by reference therein or exhibits thereto.

"**Securities Act**" means the U.S. Securities Act of 1933, as amended, and all of the rules and regulations promulgated thereunder.

"**Shares**" has the meaning set forth in the recitals.

"**Short Sales**" include, without limitation, (a) all "short sales" as defined in Rule 200 promulgated under Regulation SHO under the Exchange Act, whether or not against the box, and all types of direct and indirect stock pledges, forward sale contracts, options, puts, calls, short sales, swaps, "put equivalent positions" (as defined in Rule 16a-1(h) under the Exchange Act) and similar arrangements (including on a total return basis), and (b) sales and other transactions through non-U.S. broker dealers or non-U.S. regulated brokers (but shall not be deemed to include the location and/or reservation of borrowable shares of Common Stock).

"**SIAC**" has the meaning set forth in Section 8.5(b).

"**SIAC Rules**" has the meaning set forth in Section 8.5(b).

"**Tax**" or "**Taxes**" means any and all federal, state, local, foreign and other taxes, levies, fees, imposts, duties and charges of whatever kind (including any interest, penalties or additions to the tax imposed in connection therewith or with respect thereto), whether or not imposed on the Company, including, without limitation, taxes imposed on, or measured by, income, franchise, profits or gross receipts, and also ad valorem, value added, sales, use, service, real or personal property, capital stock, license, payroll, withholding, employment, social security, workers' compensation, unemployment compensation, utility, severance, production, excise, stamp, occupation, premium, windfall profits, transfer and gains taxes and customs duties.

"**Tax Returns**" means returns, reports, information statements and other documentation (including any additional or supporting material) filed or maintained, or required to be filed or maintained, in connection with the calculation, determination, assessment or collection of any Tax and shall include any amended returns required as a result of examination adjustments made by the Internal Revenue Service or other Tax authority.

"**Transaction Agreements**" means this Agreement and the Registration Rights Agreement.

"**Transfer Agent**" means, with respect to the Common Stock, Computershare Trust Company, N.A. or such other financial institution that provides transfer agent services as the Company may engage from time to time.

"**Yuwell Listco**" means Jiangsu Yuyue Medical Equipment & Supply Co., Ltd.

2.Purchase and Sale of Shares.

2.1Purchase and Sale. On the Closing Date, upon the terms and subject to the conditions set forth herein, the Company agrees to sell, and the Investor agrees to purchase, the number of Shares, for the aggregate purchase price, set forth opposite the Investor's name on Exhibit A. The price per Share is $10.36.

2.2Closing. Subject to the satisfaction or waiver of the conditions set forth in Section 6 of this Agreement, the closing of the purchase and sale of the Shares (the "**Closing**" and the date on which the Closing occurs, the "**Closing Date**") shall occur remotely via the exchange of documents and signatures at such time as agreed to by the Company and the Investor but (i) in no event earlier than the first Business Day after the date of this Agreement and (ii) in no event later than March 31, 2025 (or an alternative date mutually agreed upon by the Company and the Investor in writing).

At the Closing, the Shares shall be issued and registered in the name of the Investor, or in such nominee name as designated by the Investor, representing the number of Shares to be purchased by the Investor at such Closing as set forth in Exhibit A

against payment to the Company of the purchase price therefor in full, by wire transfer to the Company of immediately available funds, at the Closing, in accordance with wire instructions provided by the Company to the Investor no less than one Business Day prior to the Closing. On the Closing Date, the Company will cause the Transfer Agent to issue the Shares in book-entry form, free and clear of all restrictive and other legends (except as expressly provided in Section 4.10) and the Company shall provide evidence of such issuance from the Company's Transfer Agent to the Investor on the Closing Date. In the event that the Closing has not occurred within one Business Day after the expected Closing Date, unless otherwise agreed by the Company and the Investor, the Company shall promptly (but no later than one Business Day thereafter) return the previously wired amounts to the Investor by wire transfer of United States dollars in immediately available funds to the account specified by the Investor, and any book entries for the Shares shall be deemed cancelled; provided that, unless this Agreement has been terminated pursuant to Section 7, such return of funds shall not terminate this Agreement or relieve the Investor of its obligation to purchase, or the Company of its obligation to issue and sell, the Shares at the Closing.

3.Representations and Warranties of the Company. Except as set forth in the SEC Reports (other than as to the Fundamental Representations, which are not so qualified), the Company hereby represents and warrants to the Investor that the statements contained in this Section 3 are true and correct as of the date of this Agreement and as of the Closing Date (except for the representations and warranties that speak as of a specific date, which shall be made as of such date).

3.1Organization and Power. The Company is a corporation duly organized, validly existing and in good standing under the laws of the State of Delaware, has the requisite power and authority to own, lease and operate its properties and to carry on its business as now conducted and described in the SEC Reports and is qualified to do business in each jurisdiction in which the character of its properties or the nature of its business requires such qualification, except where such failure to be in good standing or to have such power and authority or to so qualify would not reasonably be expected to have a Material Adverse Effect. Each of the Company's subsidiaries is (i) duly incorporated and validly existing and in good standing under the laws of the jurisdiction of its incorporation and has the requisite power and authority to carry on its business as now conducted and to own or lease its properties and (ii) qualified to do business as a foreign corporation and in good standing in each jurisdiction in which such qualification is required, except in each case as would not reasonably be expected to have a Material Adverse Effect.

3.2Capitalization.

(a)As of the date of this Agreement and as of immediately prior to the Closing, the authorized share capital of the Company consists of (i) 200,000,000 shares of Common Stock, of which 23,903,119 shares of Common Stock are issued and outstanding (without taking into consideration any shares of Common Stock that may be issued as described in Section 3.2(b)), and (ii) 10,000,000 preferred stock, par value $0.001 per share, none of which

is issued and outstanding. As of the date of this Agreement, 3,011,187 shares of Common Stock were reserved and available for issuance upon vesting or exercise pursuant to the Equity Plans. All issued and outstanding shares of Common Stock have been duly authorized and validly issued, are fully paid, non-assessable and are not subject to preemptive or similar rights.

(b)Except as described in Section 3.2(a) and in the SEC Reports, there are no outstanding, and between the date hereof and the Closing Date, the Company will not issue, sell or cause to be outstanding, any (i) shares, equity interests or voting securities of the Company, (ii) securities of the Company convertible into or exchangeable for shares or other equity interests or voting securities of the Company, (iii) options, warrants or other rights (including preemptive rights) or agreements, arrangements or commitments of any character, whether or not contingent, of the Company to subscribe for, purchase or acquire from any individual, entity or other person, and no obligation of the Company to issue, any shares of Common Stock or any other equity interests or voting securities in the Company or any securities convertible into or exchangeable or exercisable for such shares or other equity interests or voting securities, (iv) equity equivalents or other similar rights of or with respect to the Company, or (v) obligations of the Company to repurchase, redeem, or otherwise acquire any of the foregoing securities, shares, options, equity equivalents, interests or rights; provided, however, that nothing in this Section 3.2(b) shall prevent (i) the Company from granting awards under the Equity Plans or (ii) any awards previously granted under the Equity Plans from vesting and/or exercise. There are no shareholder agreements, voting trusts or other agreements or understandings to which the Company is a party or by which it is bound relating to the voting of any securities of the Company, other than as set forth in the SEC Reports.

3.3Registration Rights. Except as set forth in the Transaction Agreements or as disclosed in the SEC Reports, the Company is presently not under any obligation, and has not granted any rights, to register under the Securities Act any of the Company's presently outstanding securities or any of its securities that may hereafter be issued, other than such rights and obligations that have expired or been satisfied or waived.

3.4Authorization. The Company has all requisite corporate power and authority to enter into the Transaction Agreements and to carry out and perform its obligations under the terms of the Transaction Agreements, including the issuance and sale of the Shares. All corporate action on the part of the Company, its officers, directors and stockholders necessary for the authorization of the Shares, the authorization, execution, delivery and performance of the Transaction Agreements and the consummation of the transactions contemplated herein, including the issuance and sale of the Shares has been taken. This Agreement has been duly executed and delivered by the Company and, assuming the due authorization, execution and delivery by the Investor and that this Agreement constitutes the legal, valid and binding agreement of the Investor, this Agreement constitutes a legal, valid and binding obligation of the Company, enforceable against the Company in accordance with its terms, except as such enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium and similar laws relating to or affecting creditors generally or by general equity principles (regardless of whether such enforceability is considered in a proceeding in equity or at law). Upon its execution by the Company and the other parties thereto and assuming that it constitutes the legal, valid and binding agreement of the other parties thereto, the Registration Rights Agreement will constitute a legal, valid and binding obligation of the Company, enforceable against the Company in accordance with its terms, except

as such enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium and similar laws relating to or affecting creditors generally or by general equity principles (regardless of whether such enforceability is considered in a proceeding in equity or at law).

3.5Valid Issuance. The Shares being purchased by the Investor hereunder have been duly and validly authorized and, upon issuance pursuant to the terms of this Agreement against full payment therefor in accordance with the terms of this Agreement, will be duly and validly issued, fully paid and non-assessable and will be issued free and clear of any liens or other restrictions (other than those as provided in the Transaction Agreements or restrictions on transfer under applicable state and federal securities laws), and the holder of the Shares shall be entitled to all rights accorded to a holder of Common Stock. Subject to the accuracy of the representations and warranties made by the Investor in Section 4, the offer and sale of the Shares to the Investor is and will be in compliance with applicable exemptions from (i) the registration and prospectus delivery requirements of the Securities Act and (ii) the registration and qualification requirements of applicable securities laws of the states of the United States.

3.6No Conflict. The execution, delivery and performance of the Transaction Agreements by the Company, the issuance and sale of the Shares and the consummation of the other transactions contemplated by the Transaction Agreements will not (i) violate any provision of the Amended and Restated Certificate of Incorporation or Amended and Restated Bylaws of the Company, (ii) conflict with or result in a violation of or default (with or without notice or lapse of time, or both) under, or give rise to a right of termination, cancellation or acceleration of any obligation, a change of control right or to a loss of a benefit under any agreement or instrument, credit facility, franchise, license, judgment, order, statute, law, ordinance, rule or regulations, applicable to the Company or any of its subsidiaries or their respective properties or assets, or (iii) result in a violation of any law, rule, regulation, order, judgment, injunction, decree or other restriction of any court or Governmental Authority to which the Company or any of its subsidiaries is subject (including federal and state securities laws and regulations) and the rules and regulations of any self-regulatory organization to which the Company or its securities are subject, or by which any property or asset of the Company or any of its subsidiaries is bound or affected, except, in the case of clauses (ii) and (iii), as would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect.

3.7Consents. Assuming the accuracy of the representations and warranties of the Investor, no consent, approval, authorization, filing with or order of or registration with, any court or governmental agency or body is required in connection with the authorization, execution or delivery by the Company of the Transaction Agreements, the issuance and sale of the Shares and the performance by the Company of its other obligations under the Transaction Agreements, except such as (i) have been or will be obtained or made under the Securities Act or the Exchange Act, (ii) the filing of any requisite notices and/or application(s) to the National Exchange for the issuance and sale of the Shares and the listing of the Shares for trading therein in the time and manner required thereby, (iii) customary post-closing filings with the SEC or pursuant to state securities laws in connection with the offer and sale of the Shares by the Company in the manner contemplated herein, which will be filed on a timely basis, (iv) the filing of any registration statement required to be filed by the Registration Rights Agreement, or (v) the failure of which to obtain would not have a Material Adverse Effect. All notices, consents, authorizations, orders, filings and registrations which the Company is required to deliver or obtain prior to the Closing

pursuant to the preceding sentence have been obtained or made or will be delivered or obtained or effected, and shall remain in full force and effect, on or prior to the Closing.

3.8SEC Filings; Financial Statements.

(a)The Company has filed all forms, statements, certifications, reports and documents required to be filed by it with the SEC under Section 13, 14(a) and 15(d) of the Exchange Act for the one year preceding the date of this Agreement and is in compliance with General Instruction I.A.3 of Form S-3. As of the time it was filed with the SEC (or, if amended or superseded by a filing prior to the date of this Agreement, then on the date of such filing), each of the filed SEC Reports complied in all material respects with the applicable requirements of the Exchange Act, and, as of the time they were filed, none of the filed SEC Reports contained any untrue statement of a material fact or omitted to state a material fact required to be stated therein or necessary in order to make the statements therein, in light of the circumstances under which they were made, not misleading. There are no outstanding or unresolved comments from the SEC staff with respect to the SEC Reports. To the Company's knowledge, none of the SEC Reports are the subject of an ongoing SEC review.

(b)The financial statements of the Company included in the SEC Reports (collectively, the "**Financial Statements**") comply in all material respects with applicable accounting requirements and the rules and regulations of the SEC with respect thereto as in effect at the time of filing (or to the extent corrected by a subsequent restatement) and fairly present in all material respects the consolidated financial position of the Company as of the dates indicated, and the results of its operations and cash flows for the periods therein specified, all in accordance with United States generally accepted accounting principles ("**GAAP**") (except as otherwise noted therein, and in the case of unaudited financial statements, as permitted by Form 10-Q of the SEC, and except that the unaudited financial statements may not contain footnotes and are subject to normal and recurring year-end adjustments) applied on a consistent basis throughout the periods therein specified (unless otherwise noted therein). Except as set forth in the Financial Statements filed prior to the date of this Agreement, the Company has not incurred any liabilities, contingent or otherwise, except (i) those incurred in the ordinary course of business, consistent with past practices since the date of such financial statements or (ii) liabilities not required under GAAP to be reflected in the Financial Statements, in either case, none of which, individually or in the aggregate, have had or would reasonably be expected to have a Material Adverse Effect.

3.9Absence of Changes. Between December 31, 2024 and the date of this Agreement, (i) the Company has conducted its business only in the ordinary course of business and there have been no material transactions entered into by the Company (except for the execution and performance of this Agreement and the discussions, negotiations and transactions related thereto); (ii) no material change to any material contract or arrangement by which the Company is bound or to which any of its assets or properties is subject has been entered into that has not been disclosed in the SEC Reports; and (iii) there has not been any other event or condition of any character that has had or would reasonably be expected to have a Material Adverse Effect; provided, however, that none of the following will be deemed in themselves, either alone or in combination, to constitute, and that none of the following will be taken into account in determining whether there has been or will be, a Material Adverse Effect under this Section 3.9:

(a) any change generally affecting the economy, financial markets or political, economic or regulatory conditions in the United States or any other geographic region in which the Company conducts business, provided that the Company is not disproportionately affected thereby;

(b) general financial, credit or capital market conditions, including interest rates or exchange rates, or any changes therein, provided that the Company is not disproportionately affected thereby;

(c) any change that generally affects industries in which the Company and its subsidiaries conduct business, provided that the Company is not disproportionately affected thereby;

(d) earthquakes, hurricanes, tsunamis, tornadoes, floods, mudslides, fires or other natural disasters, weather conditions, global pandemics, including the COVID-19 pandemic and related strains, epidemics or similar health emergency, and other force majeure events in the United States or any other location, provided that the Company is not disproportionately affected thereby;

(e) national or international political or social conditions (or changes in such conditions), whether or not pursuant to the declaration of a national emergency or war, or the occurrence of any military or terrorist attack, provided that the Company is not disproportionately affected thereby;

(f) material changes in laws after the date of this Agreement; and

(g) in and of itself, any material failure by the Company to meet any published or internally prepared estimates of revenues, expenses, earnings or other economic performance for any period ending on or after the date of this Agreement (it being understood that the facts and circumstances giving rise to such failure may be deemed to constitute, and may be taken into account in determining whether there has been, a Material Adverse Effect to the extent that such facts and circumstances are not otherwise described in clauses (a)-(e) of this definition).

3.10Absence of Litigation. There is no action, suit, proceeding, arbitration, claim, investigation, charge, complaint or inquiry pending or, to the Company's knowledge, threatened against the Company or any of its subsidiaries which, individually or in the aggregate, has had or would reasonably be expected to have a Material Adverse Effect, nor are there any orders, writs, injunctions, judgments or decrees outstanding of any court or government agency or instrumentality and binding upon the Company or any of its subsidiaries that have had or would reasonably be expected to have a Material Adverse Effect. Neither the Company nor any subsidiary, nor to the knowledge of the Company, any director or officer of the Company or any subsidiary, is, or within the last three years has been, the subject of any action involving a claim of violation of or liability under federal, state or foreign securities laws relating to the Company or such subsidiary or a claim of breach of fiduciary duty relating to the Company or such subsidiary.

3.11Compliance with Law; Permits. Neither the Company nor any of its subsidiaries is in violation of, or has received any notices of violations with respect to, any laws, statutes, ordinances, rules or regulations of any governmental body, court or government agency

or instrumentality, except for violations which, individually or in the aggregate, have not had and would not reasonably be expected to have a Material Adverse Effect. The Company and its subsidiaries have all required licenses, permits, certificates, approvals, clearances, exemptions, registrations, consents, and other authorizations, and supplements or amendments thereto (collectively, "**Governmental Authorizations**") from such federal, state, local or foreign government or governmental agency, department or body that are currently necessary for the operation of the business of the Company and its subsidiaries as currently conducted, except where the failure to possess currently such Governmental Authorizations has not had and is not reasonably expected to have a Material Adverse Effect. Neither the Company nor any subsidiary has received any written (or, to the Company's knowledge, oral) notice regarding any revocation or material modification of any such Governmental Authorization, which, individually or in the aggregate, if the subject of an unfavorable decision, ruling or finding, has or would reasonably be expected to result in a Material Adverse Effect.

3.12Intellectual Property. The Company and its subsidiaries own, or have valid and enforceable rights to use, any and all inventions, patent applications, patents, trademarks, trade names, service names, service marks, trade dress, logos, domain names, social media identifiers and accounts, copyrights, trade secrets, know how (including unpatented and/or unpatentable proprietary of confidential information, systems or procedures), software, database and data collections, and other intellectual property as described in the SEC Reports necessary for, or used in the conduct of their respective businesses (including as described in the SEC Reports) (collectively, "**Intellectual Property**"), except where any failure to own, possess or acquire such Intellectual Property has not had, and would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect. The Intellectual Property of the Company and its subsidiaries has not been adjudged by a court of competent jurisdiction to be invalid or unenforceable, in whole or in part. There are no third parties who have rights to any Intellectual Property, including through liens, security interests, or other encumbrances, except, in each case, which, individually or in the aggregate, have not had and would not reasonably be expected to have a Material Adverse Effect. To the Company's knowledge: (i) there is no infringement by third parties of any Intellectual Property, and (ii) the conduct of the business by the Company and its subsidiaries does not infringe, misappropriate, or otherwise violate any intellectual property of any third party, except, in each case, which, individually or in the aggregate, have not had and would not reasonably be expected to have a Material Adverse Effect. No action, suit, or other proceeding is pending, or, to the Company's knowledge, is threatened: (x) challenging the Company's or its subsidiaries' rights in or to any Intellectual Property; (y) challenging the validity, enforceability or scope of any Intellectual Property; or (z) alleging that the Company or any of its subsidiaries infringes, misappropriates, or otherwise violates any patent, trademark, trade name, service name, copyright, trade secret or other intellectual property or proprietary rights of any third party, except, in each case, which, individually or in the aggregate, have not had and would not reasonably be expected to have a Material Adverse Effect. The Company and its subsidiaries have complied in all material respects with the terms of each agreement pursuant to which Intellectual Property has been licensed to the Company or any of its subsidiaries or pursuant to which the Company or any of its subsidiaries has licensed any Intellectual Property to any third party, and to the Company's knowledge all such agreements are in full force and effect. To the Company's knowledge, there are no material defects in any of the patents or patent applications included in the Intellectual Property. The Company and its subsidiaries have taken all reasonable steps to protect, maintain and safeguard their Intellectual Property. The Company and its subsidiaries have

entered into binding, written agreements with each current and former employee and independent contractor of the Company and its subsidiaries who have participated in the development of material Intellectual Property for or on behalf of the Company or any of its subsidiaries related to the technological attributes of the Company's products, whereby such employees and independent contractors assign to the Company or any of its subsidiaries any ownership interest and right they may have in all such Intellectual Property.

3.13Employee Benefits. Except as would not be reasonably likely to result in a Material Adverse Effect, each Benefit Plan has been established and administered in accordance with its terms and in compliance with the applicable provisions of ERISA, the Code, the Patient Protection and Affordable Care Act of 2010, as amended, and other applicable laws, rules and regulations. The Company and its subsidiaries are in compliance with all applicable federal, state, local and foreign laws, rules and regulations regarding employment, except for any failures to comply that are not reasonably likely, individually or in the aggregate, to have a Material Adverse Effect. There is no labor dispute, strike or work stoppage against the Company or its subsidiaries pending or, to the knowledge of the Company, threatened which may interfere with the business activities of the Company, except where such dispute, strike or work stoppage is not reasonably likely, individually or in the aggregate, to have a Material Adverse Effect.

3.14Taxes. The Company and its subsidiaries have filed all federal, state and foreign income Tax Returns and other Tax Returns required to have been filed under applicable law (or extensions have been duly obtained) and have paid all Taxes required to have been paid by them, except for those which are being contested in good faith and except where failure to file such Tax Returns or pay such Taxes would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect. No assessment in connection with United States federal tax returns has been made against the Company. The charges, accruals and reserves on the books of the Company in respect of any income and corporation tax liability for any years not finally determined are adequate to meet any assessments or reassessments for additional income tax for any years not finally determined, except to the extent of any inadequacy that would not reasonably be expected to have a Material Adverse Effect. No audits, examinations, or other proceedings with respect to any material amounts of Taxes of the Company and its subsidiaries are presently in progress or have been asserted or proposed in writing without subsequently being paid, settled or withdrawn. At all times since inception, the Company has been and continues to be classified as a corporation for U.S. federal income tax purposes. Neither the Company nor any of its subsidiaries has been a United States real property holding corporation within the meaning of Code Section 897(c)-2 during the period specified in Code Section 897(c)(1)(A)(ii).

3.15Environmental Laws. The Company and its subsidiaries (i) are in compliance with any and all applicable foreign, federal, state and local laws and regulations relating to the protection of human health and safety, the environment or hazardous or toxic substances or wastes, pollutants or contaminants ("**Environmental Laws**"), (ii) have received all permits and other Governmental Authorizations required under applicable Environmental Laws to conduct their business and (iii) are in compliance with all terms and conditions of any such permit, license or approval, except where such noncompliance with Environmental Laws, failure to receive required permits, licenses or other approvals or failure to comply with the terms and conditions of such permits, licenses or approvals would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect. None of the Company nor any of its

subsidiaries has received since January 1, 2024, any written notice or other communication (in writing or otherwise), whether from a Governmental Authority or other Person, that alleges that the Company or any subsidiary is not in compliance with any Environmental Law and, to the knowledge of the Company, there are no circumstances that may prevent or interfere with the Company's or any subsidiary's compliance in any material respects with any Environmental Law in the future, except where such failure to comply would not reasonably be expected to have a Material Adverse Effect. To the knowledge of the Company: (x) since January 1, 2024, it has not received any written notice or other communication relating to property owned or leased at any time by the Company, whether from a Governmental Authority, or other Person, that alleges that such current or prior owner or the Company or any subsidiary is not in compliance with or violated any Environmental Law relating to such property and (y) the Company has no material liability under any Environmental Law.

3.16Title. Each of the Company and its subsidiaries has good and marketable title to all personal property owned by it that is material to the business of the Company, free and clear of all liens, encumbrances and defects except such as do not materially affect the value of such property and do not interfere with the use made and proposed to be made of such property by the Company or its subsidiaries, as the case may be. Any real property and buildings held under lease by the Company or its subsidiaries is held under valid, subsisting and enforceable leases with such exceptions as are not material and do not interfere with the use made and proposed to be made of such property and buildings by the Company or its subsidiaries, as the case may be. The Company does not own any real property.

3.17Insurance. The Company carries or is entitled to the benefits of insurance in such amounts and covering such risks that is customary for comparably situated companies and is adequate for the conduct of its business and the value of its real and personal properties (owned or leased) and tangible assets, and each of such insurance policies is in full force and effect and the Company is in compliance in all material respects with the terms of such insurance policies. Other than customary end-of-policy notifications from insurance carriers, since January 1, 2024, the Company has not received any notice or other communication regarding any actual or possible: (i) cancellation or invalidation of any material insurance policy or (ii) refusal or denial of any coverage, reservation of rights or rejection of any material claim under any insurance policy.

3.18Nasdaq Stock Market. The issued and outstanding shares of Common Stock are registered pursuant to Section 12(b) of the Exchange Act and are listed for trading on the Nasdaq Global Select Market under the symbol "INGN". The Company is in compliance with all listing requirements of Nasdaq applicable to the Company. There is no suit, action, proceeding or investigation pending or, to the knowledge of the Company, threatened against the Company by Nasdaq or the SEC, respectively, to prohibit or terminate the listing of the Common Stock on the Nasdaq Global Select Market or to deregister the Common Stock under the Exchange Act. The Company has taken no action as of the date of this Agreement that is designed to terminate the registration of the Common Stock under the Exchange Act.

3.19Sarbanes-Oxley Act. The Company is, and since January 1, 2024 has been, in compliance in all material respects with all applicable requirements of the Sarbanes-Oxley Act of 2002 and applicable rules and regulations promulgated by the SEC thereunder.

3.20Regulatory Compliance. The Company and its subsidiaries: (i) are, and for the past five years have been, in material compliance with all laws, statutes, rules, regulations or guidance applicable to the Company and its subsidiaries and to the testing, design, development, manufacture, storage, packaging, processing, use, distribution, marketing, labeling, promotion, sale, import, export, or disposal of any product under development, manufactured or distributed by the Company or any of its subsidiaries (including, without limitation, from the United States Food and Drug Administration ("**FDA**"), European Medicines Agency ("**EMA**") and any other Governmental Authority performing functions similar to those performed by the FDA or EMA) (collectively, "**Medical Device Laws**"); (ii) in the past five years have not received any FDA Form 483, notice of adverse finding, warning letter, untitled letter, import alert, or other correspondence or notice from the FDA or any other Governmental Authority alleging or asserting material noncompliance with any Medical Device Laws or Governmental Authorizations; (iii) in the past five years have not manufactured, sold or distributed a product that has been subject to a recall, market withdrawal, seizure, safety communication, field correction, field notification, termination or suspension of manufacturing, or other similar notice or action; (iv) in the past five years have designed, manufactured, assembled, packaged, labeled, stored and processed each product of the Company and its subsidiaries in compliance with the Quality System Regulation set forth in 21 C.F.R. Part 820 (or its foreign equivalents); (v) possess all Governmental Authorizations required to permit the design, development pre-clinical and clinical testing, manufacture, labeling, promotion, sale, distribution or import of the Company's and its subsidiaries' products and such Governmental Authorizations are valid and in full force and effect and the Company and its subsidiaries are not in violation of any term of any such Governmental Authorizations; (vi) have not received notice of any claim, action, suit, proceeding, hearing, enforcement, investigation, arbitration or other action from the FDA or any other Governmental Authority or third party alleging any violation of any Medical Device Laws or Governmental Authorizations and have no knowledge that the FDA or any other Governmental Authority or third party is considering any such claim, litigation, arbitration, action, suit, investigation or proceeding; (vii) have not received notice that the FDA or any other Governmental Authority has taken, is taking, or intends to take action to limit, suspend, modify or revoke any Governmental Authorizations and have no knowledge that the FDA or any other Governmental Authority is considering such action; and (viii) have filed, obtained, maintained or submitted all material reports, documents, forms, notices, applications, records, claims, submissions and supplements or amendments as required by any Medical Device Laws or Governmental Authorizations, and all such reports, documents, forms, notices, applications, records, claims, submissions and supplements or amendments were materially complete and correct on the date filed (or were corrected or supplemented by a subsequent submission), except in each case as would not reasonably be expected to result in a Material Adverse Effect.

3.21Compliance with Health Care Laws. The Company and its subsidiaries are in compliance in all material respects with all Health Care Laws to the extent applicable to the Company's and its subsidiaries' current business and products. For purposes of this Agreement, "**Health Care Laws**" means: (i) the Federal Food, Drug, and Cosmetic Act (21 U.S.C. Section 301 et seq.) and the Public Health Service Act (42 U.S.C. Section 201 et seq.), and the regulations promulgated thereunder; (ii) all applicable federal, state, local and foreign health care fraud and abuse laws, including, without limitation, the Anti-Kickback Statute (42 U.S.C. Section 1320a-7b(b)), the U.S. Civil False Claims Act (31 U.S.C. Section 3729 et seq.), the criminal False Claims Law (42 U.S.C. § 1320a-7b(a)), the health care fraud criminal provisions under HIPAA (42 U.S.C.

Section 1320d et seq.), the exclusion laws (42 U.S.C. § 1320a-7), and the civil monetary penalties law (42 U.S.C. § 1320a-7a); (iii) HIPAA (42 U.S.C. Section 17921 et seq.); (iv) the U.S. Physician Payment Sunshine Act (42 U.S.C. § 1320a-7h); (v) the Medicare (Title XVIII of the Social Security Act) and Medicaid (Title XIX of the Social Security Act) laws; (vi) the European Union ("**EU**") Clinical Trials Regulation (Regulation (EU) No. 536/2014); (vii) the EU Regulation regarding community procedures for authorization and supervision of medicinal products for human and veterinary use and establishing a European Medicines Agency (Regulation (EC) No. 726/2004); (viii) licensure, quality, safety and accreditation requirements under applicable federal, state, local or foreign laws or regulatory bodies; (ix) all other local, state, federal, national, supranational and foreign health care laws relating to the regulation of the Company or its subsidiaries, and (x) the regulations promulgated pursuant to such statutes and any state or non-U.S. counterpart thereof. Neither the Company nor any of its subsidiaries has received written or, to the Company's knowledge, oral notice of any claim, action, suit, proceeding, hearing, enforcement, investigation, arbitration or other action from any court or arbitrator or governmental or regulatory authority or third party alleging that any product operation or activity is in material violation of any Health Care Laws nor, to the Company's knowledge, is any such claim, action, suit, proceeding, hearing, enforcement, investigation, arbitration or other action threatened. The Company and its subsidiaries have filed, maintained or submitted all material reports, documents, forms, notices, applications, records, claims, submissions and supplements or amendments as required by any Health Care Laws, and all such reports, documents, forms, notices, applications, records, claims, submissions and supplements or amendments were complete and accurate on the date filed in all material respects (or were corrected or supplemented by a subsequent submission). Neither the Company nor any of its subsidiaries is a party to any corporate integrity agreements, monitoring agreements, consent decrees, settlement orders, or similar agreements with or imposed by any governmental or regulatory authority. Additionally, neither the Company nor any of its subsidiaries nor any of their respective employees, officers, directors, or, to the knowledge of the Company, agents has been excluded, suspended or debarred from participation in any U.S. federal health care program or human clinical research or, to the knowledge of the Company, is subject to a governmental inquiry, investigation, proceeding, or other similar action that would reasonably be expected to result in debarment, suspension, or exclusion.

3.22Accounting Controls and Disclosure Controls and Procedures. The Company maintains a system of internal control over financial reporting (as defined in Rules 13a-15(f) and 15d-15(f) of the Exchange Act) that is designed to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with GAAP, including policies and procedures sufficient to provide reasonable assurance (i) that the Company maintains records that in reasonable detail accurately and fairly reflect the Company's transactions and dispositions of assets, (ii) that transactions are recorded as necessary to permit preparation of financial statements in accordance with GAAP, (iii) that receipts and expenditures are made only in accordance with authorizations of management and the Board of Directors and (iv) regarding prevention or timely detection of the unauthorized acquisition, use or disposition of the Company's assets that could have a material effect on the Company's financial statements. Except as disclosed in the Company's SEC Reports filed prior to the date of this Agreement, the Company has not identified any material weaknesses in the design or operation of the Company's internal control over financial reporting. The Company's "disclosure controls and procedures" (as defined in Rules 13a-15(e) and 15d-15(e) of the Exchange Act) are designed to provide reasonable assurance that all information (both financial

and non-financial) required to be disclosed by the Company in the reports that it files or submits under the Exchange Act is recorded, processed, summarized and reported within the time periods specified in the rules and forms of the SEC, and that all such information is accumulated and communicated to the Company's management as appropriate to allow timely decisions regarding required disclosure.

3.23Price Stabilization of Common Stock. The Company has not taken, nor will it take, directly or indirectly, any action designed to stabilize or manipulate the price of the Common Stock to facilitate the sale or resale of the Shares.

3.24Investment Company Act. The Company is not, and immediately after receipt of payment for the Shares will not be, an "investment company" within the meaning of the U.S. Investment Company Act of 1940, as amended.

3.25General Solicitation; No Integration or Aggregation. None of the Company, its Affiliates or any Person acting on its or their behalf has engaged in any directed selling efforts within the meaning of Regulation S and each of the Company, its Affiliates and any person acting on its or their behalf has complied with the applicable offering restrictions set forth in Regulation S. The Company has not, directly or indirectly, sold, offered for sale, solicited offers to buy or otherwise negotiated in respect of, any security (as defined in the Securities Act) which, to its knowledge, is or will be (i) integrated with the Shares sold pursuant to this Agreement for purposes of the Securities Act or (ii) aggregated with prior offerings by the Company for the purposes of the rules and regulations of the Nasdaq Global Select Market. Assuming the accuracy of the representations and warranties of the Investor set forth in Section 4, neither the Company nor any of its Affiliates, its subsidiaries nor any Person acting on their behalf has, directly or indirectly, made any offers or sales of any Company security or solicited any offers to buy any Company security, under circumstances that would adversely affect reliance by the Company on Section 4(a)(2).

3.26Brokers and Finders. Neither the Company nor any other Person authorized by the Company to act on its behalf has retained, utilized or been represented by any broker or finder in connection with the transactions contemplated by this Agreement.

3.27Reliance by the Investor. The Company has a reasonable basis for making each of the representations set forth in this Section 3. The Company acknowledges that the Investor will rely upon the truth and accuracy of, and the Company's compliance with, the representations, warranties, agreements, acknowledgements and understandings of the Company set forth herein.

3.28No Additional Agreements. There are no agreements or understandings between the Company and the Investor with respect to the transactions contemplated by the Transaction Agreements other than (i) as specified in the Transaction Agreements and (ii) the Collaboration Agreement.

3.29Anti-Bribery and Anti-Money Laundering Laws. Each of the Company, its subsidiaries and, to the knowledge of the Company, any of their respective officers, directors, supervisors, managers, agents, or employees are and have at all times been in compliance with and its participation in the offering will not violate: (i) anti-bribery laws, including but not limited to,

any applicable law, rule, or regulation of any locality, including but not limited to any law, rule, or regulation promulgated to implement the OECD Convention on Combating Bribery of Foreign Public Officials in International Business Transactions, signed December 17, 1997, including the U.S. Foreign Corrupt Practices Act of 1977, as amended, the U.K. Bribery Act 2010, or any other law, rule or regulation of similar purposes and scope or (ii) anti-money laundering laws, including, but not limited to, applicable federal, state, international, foreign or other laws, regulations or government guidance regarding anti-money laundering, including, without limitation, Title 18 U.S. Code sections 1956 and 1957, the Patriot Act, the Bank Secrecy Act, and international anti-money laundering principles or procedures by an intergovernmental group or organization, such as the Financial Action Task Force on Money Laundering, of which the United States is a member and with which designation the United States representative to the group or organization continues to concur, all as amended, and any executive order, directive, or regulation pursuant to the authority of any of the foregoing, or any orders or licenses issued thereunder.

3.30Cybersecurity. The Company's and its subsidiaries' information technology assets and equipment, computers, systems, networks, hardware, software, servers, data communications lines, websites, applications, and databases (collectively, "**IT Systems**") are adequate for, and operate and perform in all material respects as required in connection with, the operation of the business of the Company and its subsidiaries as currently conducted, and are free and clear of all material Trojan horses, time bombs, malware and other malicious code. The Company and its subsidiaries have implemented and maintained commercially reasonable physical, technical and administrative controls designed to maintain and protect the confidentiality, integrity, availability, privacy and security of all sensitive, confidential or regulated data ("**Confidential Data**") used or maintained in connection with their businesses and Personal Data (defined below), and the integrity, availability continuous operation, redundancy and security of all IT Systems. "**Personal Data**" means the following data used in connection with the Company's and its subsidiaries' businesses and in their possession or control: (i) a natural person's name, street address, telephone number, e-mail address, photograph, social security number or other tax identification number, driver's license number, passport number, credit card number or bank information; (ii) information that identifies or may reasonably be used to identify an individual; (iii) any information that would qualify as "protected health information" under the Health Insurance Portability and Accountability Act of 1996, as amended by the Health Information Technology for Economic and Clinical Health Act (collectively, "**HIPAA**"); and (iv) any information that would qualify as "personal data," "personal information" (or similar term) under the Privacy Laws. To the Company's knowledge, there have been no breaches, outages or unauthorized uses of or accesses to the Company's IT Systems, Confidential Data, or Personal Data that would require notification under Privacy Laws (as defined below), except, in each case, which, individually or in the aggregate, have not had and would not reasonably be expected to have a Material Adverse Effect.

3.31Compliance with Data Privacy Laws. The Company and its subsidiaries are, and at all prior times were, in material compliance with all applicable state, federal and foreign data privacy and security laws and regulations regarding the collection, use, storage, retention, disclosure, transfer, disposal, or any other processing (collectively "**Process**" or "**Processing**") of Personal Data, including without limitation HIPAA, the EU General Data Protection Regulation (Regulation (EU) No. 2016/679), all other local, state, federal, national, supranational and foreign laws relating to the regulation of the Company or its subsidiaries, and the regulations promulgated

pursuant to such statutes and any state or non-U.S. counterpart thereof (collectively, the "**Privacy Laws**"). To ensure material compliance with the Privacy Laws, the Company and its subsidiaries have in place, comply with, and take all appropriate steps necessary to ensure compliance in all material respects with their policies and procedures relating to data privacy and security, and the Processing of Personal Data and Confidential Data (the "**Privacy Statements**"). The Company and its subsidiaries have, except as would not reasonably be expected, individually or in the aggregate, to result in a Material Adverse Effect, at all times since inception provided accurate notice of their Privacy Statements then in effect to its customers, employees, third party vendors and representatives. None of such disclosures made or contained in any Privacy Statements have been materially inaccurate, misleading, incomplete, or in material violation of any Privacy Laws.

3.32Transactions with Affiliates and Employees. No relationship, direct or indirect, exists between or among the Company, on the one hand, and the directors, officers, stockholders, customers or suppliers of the Company, on the other hand, that is required to be described in the SEC Reports that is not so described.

4.Representations and Warranties of the Investor. The Investor represents and warrants to the Company that the statements contained in this Section 4 are true and correct as of the date of this Agreement and the Closing Date:

4.1Organization. The Investor is a wholly-owned subsidiary of Yuwell Listco. The Investor is duly organized, validly existing and in good standing under the laws of the jurisdiction of its organization and has the requisite power and authority to own, lease and operate its properties and to carry on its business as now conducted.

4.2Authorization. The Investor has all requisite corporate or similar power and authority to enter into this Agreement and the Registration Rights Agreement to which it will be a party and to carry out and perform its obligations hereunder and thereunder. All corporate, member or partnership action on the part of the Investor or its stockholders, members or partners necessary for the authorization, execution, delivery and performance of this Agreement and the Registration Rights Agreement to which it will be a party and the consummation of the other transactions contemplated in this Agreement has been taken. The execution, delivery and performance by the Investor of the Transaction Agreements to which the Investor is a party has been duly authorized and each has been duly executed. Assuming this Agreement constitutes the legal, valid and binding agreement of the Company, this Agreement constitutes a legal, valid and binding obligation of the Investor, enforceable against the Investor in accordance with its respective terms, except as such enforceability may be limited or otherwise affected by bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium and/or similar laws relating to or affecting the rights of creditors generally or by general equity principles (regardless of whether such enforceability is considered in a proceeding in equity or at law).

4.3No Conflicts. The execution, delivery and performance of the Transaction Agreements by the Investor, the purchase of the Shares in accordance with their terms and the consummation by the Investor of the other transactions contemplated hereby will not conflict with or result in any violation of, breach or default by the Investor (with or without notice or lapse of time, or both) under, conflict with, or give rise to a right of termination, cancellation or acceleration of any obligation, a change of control right or to a loss of a material benefit under (i) any provision

of the organizational documents of the Investor, including, without limitation, its incorporation or formation papers, bylaws, indenture of trust or partnership or operating agreement, as may be applicable or (ii) any agreement or instrument, undertaking, credit facility, franchise, license, judgment, order, ruling, statute, law, ordinance, rule or regulations, applicable to the Investor or its properties or assets, except, in the case of clause (ii), as would not, individually or in the aggregate, reasonably be expected to materially delay or hinder the ability of the Investor to perform its obligations under the Transaction Agreements.

4.4Residency. The Investor's office in which its investment decision with respect to the Shares was made is located at the address immediately below the Investor's name on Exhibit A, except as otherwise communicated by the Investor to the Company.

4.5Brokers and Finders. The Investor has not retained, utilized or been represented by any broker or finder in connection with the transactions contemplated by this Agreement whose fees the Company would be required to pay.

4.6Investment Representations and Warranties. The Investor hereby represents and warrants that, it (i) is acquiring the Shares outside the United States in an offshore transaction meeting the requirements of Regulation S, (ii) is not acquiring, has not offered, and will not offer prior to the expiration of the applicable compliance period pursuant to Rule 903 of Regulation S, the Shares for the account or benefit of any U.S. Person, (iii) did not become aware of the Company or the Shares through any form of "directed selling efforts" (as defined in Rule 902 of Regulation S), (iv) was outside the United States at the time of the origination of contact concerning the transactions contemplated by this Agreement and on the date of execution and delivery of this Agreement by such Investor, (v) is not acquiring the Shares in a transaction or part of a series of transactions that, although in technical compliance with Regulation S, is part of a plan or scheme to evade the registration provisions of the Securities Act, (vi) is neither a U.S. Person nor a Distributor (in each case, as defined in Rule 902 of Regulation S) and (vii) is the sole beneficial owner of the Shares specified on signature pages hereto and has not pre-arranged any sale with a purchaser in the United States.

4.7Intent. The Investor is purchasing the Shares solely for the Investor's own account and not for the account of others, and not with a view to the resale or distribution of any part thereof in violation of the Securities Act, and the Investor has no present intention of selling, granting any participation in, or otherwise distributing the same in violation of the Securities Act without prejudice, however, to the Investor's right at all times to sell or otherwise dispose of all or any portion of such Shares in compliance with applicable federal and state securities laws. Notwithstanding the foregoing, if the Investor is purchasing the Shares as a fiduciary or agent for one or more investor accounts, the Investor has full investment discretion with respect to each such account, and the full power and authority to make the acknowledgements, representations and agreements herein on behalf of each owner of each such account. The Investor has no present arrangement to sell the Shares to or through any person or entity. The Investor understands that the Shares must be held indefinitely unless such Shares are resold pursuant to a registration statement under the Securities Act or an exemption from registration is available. Nothing contained herein shall be deemed a representation or warranty by the Investor to hold the Shares for any period of time.

4.8Investment Experience; Ability to Protect Its Own Interests and Bear Economic Risks. The Investor acknowledges that it can bear the economic risk and complete loss of its investment in the Shares and has knowledge and experience in finance, securities, taxation, investments and other business matters as to be capable of evaluating the merits and risks of investments of the kind described in this Agreement and contemplated hereby, and the Investor has had an opportunity to seek, and has sought, such accounting, legal, business and tax advice as the Investor has considered necessary to make an informed investment decision. The Investor acknowledges that the Investor (i) is a sophisticated investor, experienced in investing in private placements of equity securities and capable of evaluating investment risks independently, both in general and with regard to all transactions and investment strategies involving a security or securities and (ii) has exercised independent judgment in evaluating its participation in the purchase of the Shares. The Investor acknowledges that the Investor is aware that there are substantial risks incident to the purchase and ownership of the Shares, including those set forth in the Company's filings with the SEC. Alone, or together with its own professional advisor(s), the Investor has adequately analyzed and fully considered the risks of an investment in the Shares and determined that the Shares are a suitable investment for the Investor. The Investor is, at this time and in the foreseeable future, able to afford the loss of the Investor's entire investment in the Shares and the Investor acknowledges specifically that a possibility of total loss exists.

4.9Independent Investment Decision. The Investor understands that nothing in the Transaction Agreements or any other materials presented by or on behalf of the Company to the Investor in connection with the purchase of the Shares constitutes legal, tax or investment advice. The Investor has consulted such legal, tax and investment advisors as it, in the Investor's sole discretion, has deemed necessary or appropriate in connection with its purchase of the Shares.

4.10Shares Not Registered; Legends. The Investor acknowledges and agrees that the Shares are being offered in a transaction not involving any public offering within the meaning of the Securities Act, and the Investor understands that the Shares have not been registered under the Securities Act, by reason of their issuance by the Company in a transaction exempt from the registration requirements of the Securities Act, and that the Shares must continue to be held and may not be offered, resold, transferred, pledged or otherwise disposed of by the Investor unless a subsequent disposition thereof is registered under the Securities Act or is exempt from such registration and in each case in accordance with any applicable securities laws of any state of the United States. The Investor understands that the exemptions from registration afforded by Rule 144 or Regulation S (the provisions of which are known to it) promulgated under the Securities Act depend on the satisfaction of various conditions including, but not limited to, the time and manner of sale, the holding period and on requirements relating to the Company which are outside of the Investor's control and which the Company may not be able to satisfy, and that, if applicable, Rule 144 may afford the basis for sales only in limited amounts. The Investor acknowledges and agrees that it has been advised to consult legal counsel prior to making any offer, resale, transfer, pledge or disposition of any of the Shares. The Investor acknowledges that no federal or state agency has passed upon or endorsed the merits of the offering of the Shares or made any findings or determination as to the fairness of this investment.

The Investor understands that any certificates or book entry notations evidencing the Shares may bear one or more legends in substantially the following form and substance:

"THE SECURITIES REPRESENTED HEREBY HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), OR THE SECURITIES LAWS OF ANY STATE OF THE UNITED STATES. THE SECURITIES HAVE BEEN ACQUIRED FOR INVESTMENT AND MAY NOT BE SOLD, TRANSFERRED OR ASSIGNED UNLESS (I) SUCH SECURITIES HAVE BEEN REGISTERED FOR SALE PURSUANT TO THE SECURITIES ACT, (II) SUCH SECURITIES MAY BE SOLD PURSUANT TO RULE 144, (III) THE COMPANY HAS RECEIVED AN OPINION OF COUNSEL REASONABLY SATISFACTORY TO IT THAT SUCH TRANSFER MAY LAWFULLY BE MADE WITHOUT REGISTRATION UNDER THE SECURITIES ACT, OR (IV) THE SECURITIES ARE TRANSFERRED WITHOUT CONSIDERATION TO AN AFFILIATE OF SUCH HOLDER OR A CUSTODIAL NOMINEE (WHICH FOR THE AVOIDANCE OF DOUBT SHALL REQUIRE NEITHER CONSENT NOR THE DELIVERY OF AN OPINION)."

In addition, the Shares may contain a legend regarding affiliate status of the Investor, if applicable.

4.11Access to Information. The Investor acknowledges and agrees that the Investor and the Investor's professional advisor(s), if any, have had the opportunity to ask such questions, receive such answers and obtain such information from the Company regarding the Company, its business and the terms and conditions of the offering of the Shares as the Investor and the Investor's professional advisor(s), if any, have deemed necessary to make an investment decision with respect to the Shares and that the Investor has independently made its own analysis and decision to invest in the Company. Neither such inquiries nor any other due diligence investigation conducted by the Investor shall modify, limit or otherwise affect the Investor's right to rely on the Company's representations and warranties contained in this Agreement.

4.12Certain Trading Activities. Other than consummating the transaction contemplated hereby, the Investor has not, nor has any Person acting on behalf of or pursuant to any understanding with the Investor, directly or indirectly executed any purchases or sales, including Short Sales, of the securities of the Company during the period commencing as of the time that the Investor was first contacted by the Company or any other Person regarding the transaction contemplated hereby and ending immediately prior to the date of this Agreement. Notwithstanding the foregoing, in the case of an Investor that is a multi-managed investment vehicle whereby separate portfolio managers manage separate portions of the Investor's assets and the portfolio managers have no direct knowledge of the investment decisions made by the portfolio managers managing other portions of the Investor's assets, the representation set forth above shall only apply with respect to the portion of the assets managed by the portfolio manager that made the investment decision to purchase the Shares covered by this Agreement. Other than to other Persons party to this Agreement and to its advisors and agents who had a need to know such information, the Investor has maintained the confidentiality of all disclosures made to it in connection with this transaction (including the existence and terms of this transaction). Notwithstanding the foregoing, for avoidance of doubt, nothing contained herein shall constitute a representation or warranty, or preclude any actions, with respect to the identification of the availability of, or securing of, available shares to borrow in order to effect Short Sales or similar transactions in the future.

4.13Access. The Investor will not acquire, by virtue of this Agreement, and shall not seek, "access," as that term is defined in 28 C.F.R. § 202.201, to any personal data of U.S. persons collected or maintained by Company.

5.Covenants.

5.1Further Assurances. Each party agrees to cooperate with each other and their respective officers, employees, attorneys, accountants and other agents, and, generally, do such other reasonable acts and things in good faith as may be necessary to effectuate the intents and purposes of this Agreement, subject to the terms and conditions of this Agreement and compliance with applicable law, including taking reasonable action to facilitate the filing of any document or the taking of reasonable action to assist the other parties hereto in complying with the terms of this Agreement. The Investor acknowledges that the Company will rely on the acknowledgments, understandings, agreements, representations and warranties contained in this Agreement. Prior to the Closing, the Investor agrees to promptly notify the Company if any of the acknowledgments, understandings, agreements, representations and warranties set forth in Section 4 of this Agreement are no longer accurate, and the Company agrees to promptly notify the Investor if any of the acknowledgments, understandings, agreements, representations and warranties set forth in Section 3 of this Agreement are no longer accurate.

5.2Listing. The Company shall use its reasonable best efforts to maintain the listing and trading of its Common Stock on the Nasdaq Global Select Market and, in accordance therewith, will use reasonable best efforts to comply in all material respects with the Company's reporting, filing and other obligations under the rules and regulations of Nasdaq.

5.3China ODI Clearance. If applicable, the Investor shall use commercially reasonable efforts to obtain the applicable governmental approval, filing and/or registration in connection with outbound direct investment and the related foreign exchange registration with competent bank for the transactions contemplated by this Agreement (collectively, the "**China ODI Clearance**") as soon as practicable following the date of this Agreement. The Company shall cooperate in good faith with the Investor and use its reasonable best efforts to provide or cause to be provided promptly to the Investor all necessary information and assistance as any Governmental Authority may from time to time require in connection with obtaining the China ODI Clearance.

5.4Disclosure of Transactions. The Company shall, by 9:00 a.m., New York City time, on the first Business Day immediately following the date of this Agreement, file with the SEC a Current Report on Form 8-K (including all exhibits thereto, the "**Disclosure Document**") (i) disclosing all material terms of the transactions contemplated hereby and by the Registration Rights Agreement and the Collaboration Agreement and (ii) attaching this Agreement, the Registration Rights Agreement and the Collaboration Agreement as exhibits to such Disclosure Document. The Company shall provide the Investor and its counsel with a reasonable opportunity to review and to comment on such Disclosure Document, which the Company shall consider in good faith.

5.5Integration; Regulation S Compliance. The Company shall not, and shall use its commercially reasonable efforts to ensure that no Affiliate of the Company shall, sell, offer for sale or solicit offers to buy or otherwise negotiate in respect of any security (as defined in

Section 2 of the Securities Act) that will be integrated with the offer or sale of the Shares in a manner that would require the registration under the Securities Act of the sale of the Shares to the Investor, or that will be integrated with the offer or sale of the Shares for purposes of the rules and regulations of any National Exchange such that it would require stockholder approval prior to the closing of such other transaction. None of the Company, its Affiliates or any Person acting on its or their behalf will engage in any directed selling efforts within the meaning of Regulation S and each of the Company, its Affiliates and any person acting on its or their behalf will comply with the applicable offering restrictions set forth in Regulation S.

5.6Removal of Legends.

(a)In connection with any sale, assignment, transfer or other disposition of the Shares by the Investor pursuant to Rule 144 or pursuant to any other exemption under the Securities Act such that the purchaser acquires freely tradable shares and upon compliance by the Investor with the requirements of this Agreement, if requested by the Investor by notice to the Company, the Company shall request the Transfer Agent to remove any restrictive legends related to the book entry account holding such shares and make a new, unlegended entry for such book entry shares sold or disposed of without restrictive legends as soon as reasonably practicable but in no event later than three Business Days following any such request therefor from the Investor, provided that the Company has timely received from the Investor customary representations and other documentation reasonably required by the Company in connection therewith. The Company shall be responsible for the fees of its Transfer Agent and its legal counsel associated with such legend removal.

(b)Subject to receipt from the Investor by the Company and the Transfer Agent of customary representations and other documentation reasonably required by the Company and the Transfer Agent in connection therewith, upon the earliest of such time as the Shares (i) have been sold under the Securities Act pursuant to an effective registration statement, (ii) have been sold pursuant to Rule 144, or (iii) are eligible for resale under Rule 144(b)(1) without the requirement for the Company to be in compliance with the current public information requirements under Rule 144(c)(1) (or any successor provision), the Company shall, in accordance with the provisions of this Section 5.6(b) and as soon as reasonably practicable but in no event later than three Business Days following any request therefor from the Investor accompanied by such customary and reasonably acceptable documentation referred to above, (x) deliver to the Transfer Agent irrevocable instructions that the Transfer Agent shall make a new, unlegended entry for such book entry shares, and (y) cause its counsel to deliver to the Transfer Agent one or more opinions to the effect that the removal of such legends in such circumstances may be effected under the Securities Act if required by the Transfer Agent to effect the removal of the legend in accordance with the provisions of this Agreement.

5.7Withholding Taxes. The Investor agrees to furnish the Company with any information, representations and forms as shall reasonably be requested by the Company from time to time to assist the Company in complying with any applicable tax law (including any withholding obligations).

5.8No Conflicting Agreements. The Company will not take any action, enter into any agreement or make any commitment that would conflict or interfere in any material respect with the Company's obligations to the Investor under the Transaction Agreements.

5.9Indemnification.

(a)The Company agrees to indemnify and hold harmless the Investor and its Affiliates, and their respective directors, officers, trustees, members, managers, employees, investment advisers and agents (collectively, the "**Indemnified Persons**"), from and against any and all losses, claims, damages, liabilities and expenses (including without limitation reasonable and documented attorney fees and disbursements and other documented out-of-pocket expenses reasonably incurred in connection with investigating, preparing or defending any action, claim or proceeding, pending or threatened and the costs of enforcement thereof) to which such Indemnified Person may become subject (i) as a result of or arising out of any breach of representation, warranty, covenant or agreement made by or to be performed on the part of the Company under the Transaction Agreements or (ii) as a result of or arising out of any action, claim or proceeding, pending or threatened, against an Indemnified Person in any capacity by any stockholder of the Company (whether directly or in derivative claims) with respect to the transactions contemplated by the Transaction Agreements, and in each case will reimburse any such Indemnified Person for all such amounts as they are incurred by such Indemnified Person solely to the extent such amounts have been finally judicially determined not to have resulted from such Indemnified Person's fraud or willful misconduct.

(b)Any person entitled to indemnification hereunder shall (i) give prompt written notice to the indemnifying party of any claim with respect to which it seeks indemnification and (ii) permit such indemnifying party to assume the defense of such claim with counsel reasonably satisfactory to the indemnified party; provided that any person entitled to indemnification hereunder shall have the right to employ separate counsel and to participate in the defense of such claim, but the fees and expenses of such counsel shall be at the expense of such person unless (x) the indemnifying party has agreed in writing to pay such fees or expenses, (y) the indemnifying party shall have failed to assume the defense of such claim and employ counsel reasonably satisfactory to such person or (z) in the reasonable judgment of any such person, based upon written advice of its counsel, a conflict of interest exists between such person and the indemnifying party with respect to such claims (in which case, if the person notifies the indemnifying party in writing that such person elects to employ separate counsel at the expense of the indemnifying party, the indemnifying party shall not have the right to assume the defense of such claim on behalf of such person); and provided, further, that the failure of any indemnified party to give written notice as provided herein shall not relieve the indemnifying party of its obligations hereunder, except to the extent that such failure to give notice shall materially adversely affect the indemnifying party in the defense of any such claim or litigation. It is understood that the indemnifying party shall not, in connection with any proceeding in the same jurisdiction, be liable for fees or expenses of more than one separate firm of attorneys at any time for all such indemnified parties. No indemnifying party will, except with the consent of the indemnified party, which consent shall not be unreasonably withheld, conditioned or delayed, consent to entry of any judgment or enter into any settlement unless such judgment or settlement (A) imposes no liability or obligation on, (B) includes as an unconditional term thereof the giving of a complete, explicit and unconditional release from the party bringing such indemnified claims

of all liability of the indemnified party in respect of such claim or litigation in favor of, and (C) does not include any admission of fault, culpability, wrongdoing, or wrongdoing or malfeasance by or on behalf of, the indemnified party. No indemnified party will, except with the consent of the indemnifying party, which consent shall not be unreasonably withheld, conditioned or delayed, consent to entry of any judgment or enter into any settlement.

6.Conditions of Closing.

6.1Conditions to the Obligation of the Investor. The obligations of the Investor to consummate the transactions to be consummated at the Closing, and to purchase and pay for the Shares being purchased by it at the Closing pursuant to this Agreement, are subject to the satisfaction or waiver in writing of the following conditions precedent:

(a)Representations and Warranties. The representations and warranties of the Company contained herein shall be true and correct in all material respects, except for those representation and warranties qualified by materiality or Material Adverse Effect, which shall be true and correct in all respects, as of the date of this Agreement and as of the Closing Date, as though made on and as of such date, except to the extent any such representation or warranty expressly speaks as of an earlier date, in which case such representation or warranty shall be true and correct in all material respects as of such earlier date, except for those representations and warranties qualified by materiality or Material Adverse Effect, which shall be true and correct in all respects as of such earlier date.

(b)Performance. The Company shall have performed in all material respects the obligations and conditions herein required to be performed or observed by the Company on or prior to the Closing Date.

(c)No Injunction. The purchase of and payment for the Shares by the Investor and the issuance and sale of the Shares to the Investor shall not be prohibited or enjoined by any law or governmental or court order or regulation and no such prohibition shall have been threatened in writing.

(d)Consents. The Company shall have obtained any and all consents, permits, approvals, registrations and waivers necessary for the consummation of the purchase and sale of the Shares, all of which shall be in full force and effect.

(e)Transfer Agent. The Company shall have furnished all required materials to the Transfer Agent to reflect the issuance of the Shares at the Closing.

(f)Adverse Changes. Since the date of this Agreement, no event or series of events shall have occurred that has had or would reasonably be expected to have a Material Adverse Effect.

(g)Compliance Certificate. An authorized officer of the Company shall have delivered to the Investor at the Closing Date a certificate certifying that the conditions specified in Sections 6.1(a) (Representations and Warranties), 6.1(b) (Performance), 6.1(c) (No Injunction), 6.1(d) (Consents), 6.1(e) (Transfer Agent), 6.1(f) (Adverse Changes), 6.1(j) (Listing Requirements) and 6.1(k) (No Injunction) of this Agreement have been fulfilled.

(h)Secretary's Certificate. The Secretary of the Company shall have delivered to the Investor at the Closing Date a certificate certifying (i) the Amended and Restated Certificate of Incorporation; (ii) the Amended and Restated Bylaws; and (iii) resolutions of the Company's Board of Directors (or an authorized committee thereof) approving this Agreement, the Registration Rights Agreement, the Collaboration Agreement, the transactions contemplated by this Agreement and the issuance of the Shares.

(i)Registration Rights Agreement. The Company shall have executed and delivered the Registration Rights Agreement in the form attached hereto as Exhibit B (the "**Registration Rights Agreement**") to the Investor.

(j)Listing Requirements. No stop order or suspension of trading shall have been imposed by Nasdaq, the SEC or any other governmental or regulatory body with respect to public trading in the Common Stock. The Common Stock shall be listed on a National Exchange and shall not have been suspended, as of the Closing Date, by the SEC or the National Exchange from trading thereon nor shall suspension by the SEC or the National Exchange have been threatened, as of the Closing Date, in writing by the SEC or the National Exchange; and the Company shall have filed with Nasdaq a Notification Form: Listing of Additional Shares for the listing of the Shares and Nasdaq shall have raised no objection to such notice and the transactions contemplated hereby.

(k)No Injunction. No judgment, writ, order, injunction, award or decree of or by any court, or judge, justice or magistrate, including any bankruptcy court or judge, or any order of or by any Governmental Authority, shall have been issued, and no action or proceeding shall have been instituted by any Governmental Authority, enjoining or preventing the consummation of the transactions contemplated hereby or in the Registration Rights Agreement.

(l)Payment. The Company shall have received payment, by wire transfer of immediately available funds, in the full amount of the purchase price for the number of Shares being purchased by the Investor at the Closing as set forth in Exhibit A.

(m)Collaboration Agreement. The Collaboration Agreement shall be in full force and effect.

6.2Conditions to the Obligation of the Company. The obligation of the Company to consummate the transactions to be consummated at the Closing, and to issue and sell to the Investor the Shares to be purchased by it at the Closing pursuant to this Agreement, is subject to the satisfaction or waiver in writing of the following conditions precedent:

(a)Representations and Warranties. The representations and warranties of the Investor in Section 4 hereto shall be true and correct, in all material respects, on and as of the Closing Date, with the same force and effect as though made on and as of the Closing Date and consummation of the Closing shall constitute a reaffirmation, in all material respects, by the Investor of each of the representations, warranties, covenants and agreements of the Investor contained in this Agreement as of the Closing Date.

(b)Performance. The Investor shall have performed or complied in all material respects with all obligations and conditions herein required to be performed or observed by the Investor on or prior to the Closing Date.

(c)Injunction. The purchase of and payment for the Shares by the Investor and the issuance and sale of the Shares to the Investor shall not be prohibited or enjoined by any law or governmental or court order or regulation.

(d)Registration Rights Agreement. The Investor shall have executed and delivered the Registration Rights Agreement to the Company in the form attached as Exhibit B.

(e)Payment. The Company shall have received payment, by wire transfer of immediately available funds, in the full amount of the purchase price for the number of Shares being purchased by the Investor at the Closing as set forth in Exhibit A.

(f)Collaboration Agreement. The Collaboration Agreement shall be in full force and effect.

7.Termination.

7.1Termination. The obligations of the Company, on the one hand, and the Investor, on the other hand, to effect the Closing shall terminate as follows:

(a)Upon the mutual written consent of the Company and the Investor prior to the Closing;

(b)By the Company if any of the conditions set forth in Section 6.2 shall have become incapable of fulfillment, and shall not have been waived by the Company;

(c)By the Investor if any of the conditions set forth in Section 6.1 shall have become incapable of fulfillment, and shall not have been waived by the Investor; or

(d)By either the Company or the Investor if the Closing has not occurred on or prior to March 31, 2025 (or an alternative date mutually agreed upon by the Company and the Investor in writing);

provided, however, that, in the case of clauses (b) and (c) above, the party seeking to terminate its obligation to effect the Closing shall not then be in breach of any of its representations, warranties, covenants or agreements contained in the Transaction Agreements if such breach has resulted in the circumstances giving rise to such party's seeking to terminate its obligation to effect the Closing.

8.Miscellaneous Provisions.

8.1Public Statements or Releases. Except as set forth in Section 5.4, neither the Company nor the Investor shall make any public announcement with respect to the existence or terms of this Agreement or the transactions provided for herein without the prior consent of the

other party (which consent shall not be unreasonably withheld). Notwithstanding the foregoing, and subject to compliance with Section 5.4, nothing in this Section 8.1 shall prevent any party from making any public announcement it considers necessary in order to satisfy its obligations under the law, including applicable securities laws, or under the rules of any national securities exchange or securities market, in which case the disclosing party shall allow the other party reasonable time to comment on such release or announcement in advance of such issuance, and the disclosing party will consider in good faith any comments provided by the other party. Neither party shall include the name of the other party in any press release or public announcement (which, for the avoidance of doubt, shall not include any filing with the SEC) without the prior written consent of the other party, except as otherwise required by law or the applicable rules or regulations of any securities exchange or securities market, in which case the disclosing party shall allow the other party, to the extent reasonably practicable in the circumstances, reasonable time to comment on such release or announcement in advance of such issuance. Notwithstanding anything to the contrary in this Section 8.1, review shall not be required for disclosures that are substantially consistent with disclosures that have been previously been made by the disclosing party and reviewed by the non-disclosing party.

8.2Notices. Any notices or other communications required or permitted to be given hereunder shall be in writing and shall be deemed to be given (a) when delivered if personally delivered to the party for whom it is intended, (b) when delivered, if sent by electronic mail during normal business hours of the recipient, and if not sent during normal business hours, then on the earlier of (x) confirmation of receipt or (y) the open of business on recipient's next Business Day, in each case, provided no undeliverable notice is received, (c) three days after having been sent by certified or registered mail, return-receipt requested and postage prepaid, or (d) one Business Day after deposit with a nationally recognized overnight courier, freight prepaid, specifying next business day delivery, with written verification of receipt:

(a)If to the Company, addressed as follows:

Inogen, Inc.
859 Ward Drive
Goleta, CA 93111
Attention: Kevin P. Smith, General Counsel
Email: [***]

with a copy (which shall not constitute notice):

Covington & Burling LLP
One International Place, Suite 1020
Boston, MA 02110-2600
Attention: Megan N. Gates and Sarah C. Griffiths
Email: [***]

(b)If to the Investor, at its address or e-mail address set forth on Exhibit A, or such address as subsequently modified by written notice given in accordance with this Section 8.2.

Any Person may change the address to which notices and communications to it are to be addressed by notification as provided for herein.

8.3Consent to Electronic Notice. The Investor consents to the delivery of any stockholder notice pursuant to the Delaware General Corporation Law (the "**DGCL**"), as amended or superseded from time to time, by electronic mail pursuant to Section 232 of the DGCL (or any successor thereto) at the e-mail address set forth below the Investor's name on the signature page or Exhibit A, as updated from time to time by notice to the Company. To the extent that any notice given by means of electronic mail is returned or undeliverable for any reason, the foregoing consent shall be deemed to have been revoked until a new or corrected e-mail address has been provided, and such attempted electronic notice shall be ineffective and deemed to not have been given. Each party agrees to promptly notify the other parties of any change in its e-mail address, and that failure to do so shall not affect the foregoing.

8.4Severability. If any part or provision of this Agreement is held unenforceable or in conflict with the applicable laws or regulations of any jurisdiction, the invalid or unenforceable part or provisions shall be replaced with a provision which accomplishes, to the extent possible, the original business purpose of such part or provision in a valid and enforceable manner, and the remainder of this Agreement shall remain binding upon the parties hereto.

8.5Governing Law; Dispute Resolution; Waiver of Trial by Jury.

(a)This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York without regard to choice of laws or conflicts of laws provisions thereof.

(b)Any dispute, claim, difference or controversy arising out of, relating to or having any connection with this Agreement, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration administered by the Singapore International Arbitration Centre ("**SIAC**") in accordance with the Arbitration Rules of the Singapore International Arbitration Centre ("**SIAC Rules**") for the time being in force, which rules are deemed to be incorporated by reference in this clause. The seat, or legal place of arbitration, shall be Singapore. The language used in the arbitral proceedings shall be English. The number of arbitrators shall be three. The claimant(s) shall jointly nominate one arbitrator, the respondent(s) shall jointly nominate one arbitrator and the two arbitrators so nominated shall seek to nominate a third arbitrator acceptable to both the claimant(s) and the respondent(s), failing which the third arbitrator shall be appointed in accordance with the SIAC Rules.

(c)The Company and the Investor hereby irrevocably and unconditionally waive trial by jury in any legal action or proceeding in relation to this Agreement.

8.6Waiver. No waiver of any term, provision or condition of this Agreement, whether by conduct or otherwise, in any one or more instances, shall be deemed to be, or be construed as, a further or continuing waiver of any such term, provision or condition or as a waiver of any other term, provision or condition of this Agreement.

8.7Expenses. Except as expressly set forth in the Transaction Agreements to the contrary, each party shall pay its own out-of-pocket fees and expenses, including the fees and expenses of attorneys, accountants and consultants employed by such party, incurred in connection with the proposed investment in the Shares and the consummation of the transactions contemplated thereby; provided, however, that the Company shall pay all Transfer Agent fees (including, without limitation, any fees required for same-day processing of any instruction letter delivered by the Company), stamp taxes and other taxes (other than income taxes) and duties levied in connection with the delivery of any Shares to the Investor.

8.8Assignment. None of the parties may assign its rights or obligations under this Agreement or designate another person (i) to perform all or part of its obligations under this Agreement or (ii) to have all or part of its rights and benefits under this Agreement, in each case without the prior written consent of (x) the Company, in the case of the Investor, and (y) the Investor, in the case of the Company, provided that the Investor may, without the prior consent of the Company, assign its rights to purchase the Shares hereunder to any of its Affiliates or to any other investment funds or accounts managed or advised by the investment manager who acts on behalf of the Investor (provided each such assignee agrees to be bound by the terms of this Agreement and makes the same representations and warranties set forth in Section 4). In the event of any assignment in accordance with the terms of this Agreement, the assignee shall specifically assume and be bound by the provisions of this Agreement by executing a writing agreeing to be bound by and subject to the provisions of this Agreement and shall deliver an executed counterpart signature page to this Agreement and, notwithstanding such assumption or agreement to be bound hereby by an assignee, no such assignment shall relieve any party assigning any interest hereunder from its obligations or liability pursuant to this Agreement.

8.9Confidential Information.

(a)The Investor covenants that until such time as the transactions contemplated by this Agreement and any material non-public information provided to the Investor are publicly disclosed by the Company or, solely in the case of the transactions contemplated by the Transaction Agreements and the Collaboration Agreement, publicly disclosed by Yuwell Listco in the applicable stock exchange filings, the Investor will maintain the confidentiality of all disclosures made to it in connection with this transaction (including the existence and terms of this transaction), other than to the Investor's outside attorney, accountant, auditor or investment advisor only to the extent necessary to permit evaluation of the investment, and the performance of the necessary or required tax, accounting, financial, legal, or administrative tasks and services and other than as may be required by law.

(b)The Company may request from the Investor such reasonable and customary additional information as the Company may deem necessary to evaluate the eligibility of the Investor to acquire the Shares, and the Investor shall promptly provide such information as may reasonably be requested to the extent readily available; provided, that the Company agrees to keep any such information provided by the Investor confidential, except (i) as required by the federal securities laws, rules or regulations and (ii) to the extent such disclosure is required by other laws, rules or regulations, at the request of the staff of the SEC or regulatory agency or under the regulations of Nasdaq. The Investor acknowledges that the Company shall file a copy of this

Agreement and the Registration Rights Agreement with the SEC as exhibits to a periodic report or a registration statement of the Company.

8.10Third Parties. Nothing in this Agreement, express or implied, is intended to confer on any Person other than the parties to this Agreement any rights, remedies, claims, benefits, obligations or liabilities under or by reason of this Agreement, and no Person that is not a party to this Agreement (including, without limitation, any partner, member, stockholder, director, officer, employee or other beneficial owner of any party to this Agreement, in its own capacity as such or in bringing a derivative action on behalf of a party to this Agreement) shall have any standing as a third party beneficiary with respect to this Agreement or the transactions contemplated hereby. Notwithstanding the foregoing, the Indemnified Persons are intended third-party beneficiaries of Section 5.9.

8.11Headings. The titles, subtitles and headings in this Agreement are for convenience of reference and shall not form part of, or affect the interpretation of, this Agreement.

8.12Counterparts. This Agreement may be executed in two or more identical counterparts, all of which shall be considered one and the same agreement and shall become effective when counterparts have been signed by each party and delivered to the other party; provided that a facsimile or pdf signature including any electronic signatures complying with the U.S. federal ESIGN Act of 2000, e.g., www.docusign.com shall be considered due execution and shall be binding upon the signatory thereto with the same force and effect as if the signature were an original, not a facsimile or pdf (or other electronic reproduction of a) signature.

8.13Entire Agreement; Amendments. This Agreement and the Registration Rights Agreement (including all schedules and exhibits hereto and thereto) constitute the entire agreement between the parties hereto respecting the subject matter of this Agreement and supersedes all prior agreements, negotiations, understandings, representations and statements respecting the subject matter of this Agreement, whether written or oral. No amendment, modification, alteration, or change in any of the terms of this Agreement shall be valid or binding upon the parties hereto unless made in writing and duly executed by the Company and the Investor. The Company, on the one hand, and the Investor, on the other hand, may by an instrument signed in writing by such parties waive the performance, compliance or satisfaction by the Investor or the Company, respectively, with any term or provision of this Agreement or any condition hereto to be performed, complied with or satisfied by the Investor or the Company, respectively.

8.14Survival. The covenants, representations and warranties made by each party hereto contained in this Agreement shall survive the Closing and the delivery of the Shares in accordance with their respective terms.

8.15Contract Interpretation. This Agreement is the joint product of the Investor and the Company and each provision of this Agreement has been subject to the mutual consultation, negotiation and agreement of such parties and shall not be construed for or against any party hereto.

8.16Arm's Length Negotiations. For the avoidance of doubt, the parties hereto acknowledge and confirm that the terms and conditions of the Shares were determined as a result of arm's-length negotiations.

8.17Currency. All references to currency herein shall be deemed to refer to United States Dollars.

[Remainder of Page Intentionally Left Blank.]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

COMPANY:

Inogen, Inc.

By: /s/ Kevin Smith
Name: Kevin Smith
Title: CEO

[Signature Page to Securities Purchase Agreement]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

INVESTOR:

Yuwell (Hong Kong) Holdings Limited

By: /s/ Qun Wu

Name: Qun Wu

Title: Director

Address:
Unit 417, 4th Floor,
Lippo Centre Tower Two,
No. 89 Queensway, Admiralty, Hong Kong

Email: [***]

EXHIBIT A

INVESTOR

Investor Name and Contact Information	Shares		Share Purchase Price		Aggregate Purchase Price
Name: Yuwell (Hong Kong) Holdings Limited Address: Unit 417, 4th Floor, Lippo Centre Tower Two, No. 89 Queensway, Admiralty, Hong Kong Email: [***]	2,626,425	$	10.36	$	27,209,763.00
TOTAL:	2,626,425	$	10.36	$	27,209,763.00

EXHIBIT B

FORM OF REGISTRATION RIGHTS AGREEMENT

Exhibit 10.3

REGISTRATION RIGHTS AGREEMENT

This **REGISTRATION RIGHTS AGREEMENT** (this "**Agreement**"), dated as of [●], 2025, is entered into by and between Inogen, Inc., a Delaware corporation (the "**Company**"), and Yuwell (Hong Kong) Holdings Limited, a company established under the laws of Hong Kong (together with its permitted assigns, the "**Investor**"). Capitalized terms used herein and not otherwise defined herein shall have the respective meanings set forth in the Securities Purchase Agreement by and between the parties hereto, dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "**Purchase Agreement**").

WHEREAS, upon the terms and subject to the conditions of the Purchase Agreement, the Company has agreed to issue to the Investor, and the Investor has agreed to purchase, an aggregate of 2,626,425 shares (the "**Shares**") of the Company's common stock, par value $0.001 per share (the "**Common Stock**") pursuant to the Purchase Agreement; and

WHEREAS, to induce the Investor to enter into the Purchase Agreement, the Company has agreed to provide certain registration rights under the U.S. Securities Act of 1933, as amended, and the rules and regulations thereunder, or any similar successor statute (collectively, the "**Securities Act**"), and applicable state securities laws.

NOW, THEREFORE, in consideration of the promises and the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Company and the Investor hereby agree as follows:

1.DEFINITIONS.

For purposes of this Agreement, the following terms shall have the following meanings:

(a)"**Person**" means an individual, partnership, corporation, limited liability company, business trust, joint stock company, trust, unincorporated association, joint venture or any other entity or organization.

(b)"**Register**," "**Registered**," and "**Registration**" refer to a registration effected by preparing and filing one or more registration statements of the Company in compliance with the Securities Act and providing for offering securities on a continuous basis, and the declaration or ordering of effectiveness of such registration statement(s) by the U.S. Securities and Exchange Commission (the "**SEC**").

(c)"**Registrable Securities**" means the Shares and any Common Stock or other securities issued or issuable with respect to the Shares as a result of any stock split or subdivision, stock dividend, recapitalization, exchange or similar event. Registrable Securities shall cease to be Registrable Securities on the earlier of (i) the date on which the Investor shall have resold all the Registrable Securities covered by the Registration Statement and (ii) the date on which all the Registrable Securities have been sold by the Investor pursuant to Rule 144 under the Securities Act or any other rule of similar effect.

(d)"**Registration Expenses**" means all registration and filing fee expenses incurred by the Company in effecting any registration pursuant to this Agreement, including (i) all registration, qualification, and filing fees, printing expenses, and any other fees and expenses associated with filings required to be made with the SEC, FINRA or any other regulatory authority, (ii) all fees and expenses in connection with compliance with or clearing the Registrable Securities for sale under any securities or "Blue Sky" laws, (iii) all printing, duplicating, word processing, messenger, telephone, facsimile and

delivery expenses, and (iv) all fees and disbursements of counsel for the Company and of all independent certified public accountants of the Company (including the expenses of any special audit and cold comfort letters required by or incident to such performance).

(e)"**Registration Statement**" means any registration statement of the Company filed with, or to be filed with, the SEC under the Securities Act, that Registers all or a portion of the Registrable Securities, including the related prospectus, amendments and supplements to such registration statement, including pre- and post-effective amendments, and all exhibits and all material incorporated by reference in such registration statement as may be necessary to comply with applicable securities laws. For the avoidance of doubt, "Registration Statement" includes without limitation the Initial Registration Statement, any New Registration Statement or any Special Registration Statement, in each case as amended when it became effective, including all documents filed as part thereof or incorporated by reference therein, and including any information contained in a prospectus subsequently filed with the SEC.

(f)"**Selling Expenses**" means all underwriting discounts and selling commissions applicable to the sale of Registrable Securities and all similar fees and commissions relating to the Investor's disposition of the Registrable Securities.

2.REGISTRATION.

(a)Demand Registration. At any time beginning on the 180th calendar day following the date of this Agreement, upon the written request of the Investor, the Company shall, as promptly as reasonably practicable and in any event no later than 30 calendar days after the date such written request is delivered to the Company (the "**Filing Deadline**"), prepare and file with the SEC an initial Registration Statement (the "**Initial Registration Statement**") covering the resale of all Registrable Securities. Before filing the Registration Statement, the Company shall furnish to the Investor a copy of the Registration Statement. The Investor and its counsel shall have at least three Business Days prior to the anticipated filing date of a Registration Statement to review and comment upon such Registration Statement and any amendment or supplement to such Registration Statement and any related prospectus, prior to its filing with the SEC. Subject to any SEC comments, such Registration Statement shall include the plan of distribution substantially in the form attached hereto as Exhibit A. The Company shall (i) use commercially reasonable efforts to address in each such document prior to its filing with the SEC such comments as the Investor or its counsel reasonably propose, and (ii) not file any Registration Statement or related prospectus or any amendment or supplement thereto containing information regarding the Investor to which Investor reasonably objects, unless such information is required to comply with any applicable law or regulation. The Investor shall furnish all information reasonably requested by the Company and as shall be reasonably required in connection with any registration referred to in this Agreement.

(b)Effectiveness. The Company shall use its reasonable best efforts to have the Initial Registration Statement and any amendment declared effective by the SEC at the earliest possible date but no later than the earlier of (i) the 75th calendar day following the initial filing date of the Initial Registration Statement if the SEC notifies the Company that it will "review" the Initial Registration Statement and (ii) the fifth Business Day after the date the Company is notified (orally or in writing, whichever is earlier) by the SEC that the Initial Registration Statement will not be "reviewed" or will not be subject to further review. The Company shall notify the Investor by e-mail as promptly as practicable, and in any event, within 24 hours, after the Registration Statement is declared effective or is supplemented and shall provide the Investor with copies of any related prospectus to be used in connection with the sale or other disposition of the securities covered thereby. The Company shall use reasonable best efforts to keep the Initial Registration Statement continuously effective pursuant to Rule 415 promulgated under the Securities Act

and available for the resale by the Investor of all of the Registrable Securities covered thereby at all times until the earliest to occur of the following events: (x) the date on which the Investor shall have resold all the Registrable Securities covered thereby; and (y) the date on which (and for so long as) the Registrable Securities may be resold by the Investor without registration and without regard to any volume or manner-of-sale limitations imposed by reason of Rule 144, without the requirement for the Company to be in compliance with the current public information requirement under Rule 144 under the Securities Act or any other rule of similar effect (the "**Registration Period**"). The Initial Registration Statement (including any amendments or supplements thereto and prospectuses contained therein) shall not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein, or necessary to make the statements therein, in light of the circumstances in which they were made, not misleading.

(c)Sufficient Number of Shares Registered. In the event the number of shares available under the Initial Registration Statement at any time is insufficient to cover the Registrable Securities, the Company shall, to the extent necessary and permissible, amend the Initial Registration Statement or file a new registration statement (together with any prospectuses or prospectus supplements thereunder, a "**New Registration Statement**"), so as to cover all of such Registrable Securities as soon as reasonably practicable, but in any event not later than ten Business Days after the necessity therefor arises (the "**New Registration Filing Deadline**"). The Company shall use its reasonable best efforts to have such amendment and/or New Registration Statement become effective as soon as reasonably practicable following the filing thereof but no later than the earlier of (i) the 75th calendar day following the initial filing date of the New Registration Statement if the SEC notifies the Company that it will "review" the New Registration Statement and (ii) the fifth Business Day after the date the Company is notified (orally or in writing, whichever is earlier) by the SEC that the New Registration Statement will not be "reviewed" or will not be subject to further review. The provisions of Section 2(a) and (b) shall apply to the New Registration Statement, except as modified hereby.

(d)Allowable Delays. On no more than two occasions and for not more than 30 consecutive days or for a total of not more than 60 days in any 12 month period, the Company may delay the effectiveness of the Initial Registration Statement or any other Registration Statement, or suspend the use of any prospectus included in any Registration Statement, in the event that the Company reasonably determines in good faith that such delay or suspension is necessary to (i) delay the disclosure of material non-public information concerning the Company, the disclosure of which at the time is not, in the good faith opinion of the Company, in the best interests of the Company or (ii) amend or supplement the affected Registration Statement or the related prospectus so that such Registration Statement or prospectus shall not include an untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in the case of the prospectus in light of the circumstances under which they were made, not misleading (an "**Allowed Delay**"); provided, that the Company shall promptly (x) notify the Investor in writing of the commencement of an Allowed Delay, but shall not (without the prior written consent of the Investor) disclose to the Investor any material non-public information giving rise to an Allowed Delay, (y) advise the Investor in writing to cease all sales under the applicable Registration Statement until the end of the Allowed Delay and (z) use commercially reasonable efforts to terminate an Allowed Delay as promptly as practicable.

(e)Rule 415; Cutback. If at any time the SEC takes the position that the offering of some or all of the Registrable Securities in any Registration Statement is not eligible to be made on a delayed or continuous basis under the provisions of Rule 415 under the Securities Act (provided, however, the Company shall be obligated to use reasonable best efforts to advocate with the SEC for the registration of all of the Registrable Securities) or requires the Investor to be named as an "underwriter," the Company shall (i) promptly notify each holder of Registrable Securities thereof and (ii) make commercially

reasonable efforts to persuade the SEC that the offering contemplated by such Registration Statement is a valid secondary offering and not an offering "by or on behalf of the issuer" as defined in Rule 415 and that the Investor is not an "underwriter." The Investor shall have the right to have its legal counsel, at the Investor's expense, to review and oversee any registration or matters pursuant to this Section 2(e), including participation in any meetings or discussions with the SEC regarding the SEC's position and to comment on any written submission made to the SEC with respect thereto. No such written submission with respect to this matter shall be made to the SEC to which the Investor's counsel reasonably objects. In the event that, despite the Company's reasonable best efforts and compliance with the terms of this Section 2(e), the SEC refuses to alter its position, the Company shall (x) remove from such Registration Statement such portion of the Registrable Securities (the "**Cut Back Shares**") and/or (y) agree to such restrictions and limitations on the registration and resale of the Registrable Securities as the SEC may require to assure the Company's compliance with the requirements of Rule 415 (collectively, the "**SEC Restrictions**"); provided, however, that the Company shall not name the Investor as an "underwriter" in such Registration Statement without the prior written consent of the Investor (provided that, in the event the Investor withholds such consent, the Company shall have no obligation hereunder to include any Registrable Securities of the Investor in any Registration Statement covering the resale thereof until such time as the SEC no longer requires the Investor to be named as an "underwriter" in such Registration Statement or the Investor otherwise consents in writing to being so named). From and after such date as the Company is able to effect the Registration of any Cut Back Shares in accordance with any SEC Restrictions applicable to such Cut Back Shares (such date, the "**Restriction Termination Date**"), all of the provisions of this Section 2 (including the Company's obligations with respect to the filing of a Registration Statement and its obligations to use reasonable efforts to have such Registration Statement declared effective within the time periods set forth herein) shall again be applicable to such Cut Back Shares; provided, however, that the date by which the Company is required to file the Registration Statement with respect to such Cut Back Shares shall be the tenth day following the Restriction Termination Date and the date by which the Company is required to have the Registration Statement effective with respect to such Cut Back Shares shall be the 55th day immediately after the Restriction Termination Date.

(f)Piggyback Registrations. If there is no effective Registration Statement covering all of the Registrable Securities, the Company shall notify the Investor in writing at least ten days prior to the filing or confidential submission of any registration statement under the Securities Act for purposes of a public offering of securities of the Company (including, but not limited to, any primary or secondary offerings of securities of the Company, but excluding (i) a registration statement solely relating to any employee benefit plan or (ii) with respect to any corporate reorganization or transaction under Rule 145 of the Securities Act, any registration statements solely related to the issuance or resale of securities issued in such a transaction (together, the "**Special Registration Statements**")) and will afford the Investor an opportunity to include in such registration statement all or a portion of (at the discretion of the Investor) such Registrable Securities held by the Investor. If the Investor desires to include in any such registration statement all or any part of the Registrable Securities held by it, it shall, within five Business Days after the above-described notice from the Company, so notify the Company in writing. If the Investor decides not to include any or all of its Registrable Securities in any registration statement thereafter filed by the Company, the Investor shall nevertheless continue to have the right to include any Registrable Securities in any subsequent registration statements or other offering document as may be filed by the Company with respect to offerings of its securities, all upon the terms and conditions set forth herein.

3.RELATED COMPANY OBLIGATIONS.

With respect to the Registration Statement and whenever any Registrable Securities are to be Registered pursuant to Section 2, including on the Initial Registration Statement or on any New Registration

Statement or any Special Registration Statement, the Company shall use its reasonable best efforts to effect the registration of the Registrable Securities in accordance with the intended method of disposition thereof and, pursuant thereto, the Company shall have the following obligations:

(a)Notifications. The Company will promptly notify the Investor of the time when any subsequent amendment to the Initial Registration Statement, any New Registration Statement or any Special Registration Statement, other than documents incorporated by reference, has been filed with the SEC and/or has become effective or where a receipt has been issued therefor or any subsequent supplement to a prospectus has been filed and of any request by the SEC for any amendment or supplement to the Registration Statement, any New Registration Statement, any Special Registration Statement or any prospectus or for additional information.

(b)Amendments. The Company will prepare and file with the SEC any amendments, post-effective amendments or supplements to the Initial Registration Statement, any New Registration Statement, any Special Registration Statement or any related prospectus, as applicable, that, (i) as may be necessary to keep such Registration Statement effective for the Registration Period and to comply with the provisions of the Securities Act and the Securities Exchange Act of 1934, as amended (the "**Exchange Act**") with respect to the distribution of all of the Registrable Securities covered thereby, or (ii) in the reasonable opinion of the Investor and the Company, as may be necessary or advisable in connection with any acquisition or sale of Registrable Securities by the Investor.

(c)Investor Review. The Company will not file any amendment or supplement to the Registration Statement, any New Registration Statement, any Special Registration Statement or any prospectus, other than documents incorporated by reference, relating to the Investor, the Registrable Securities or the transactions contemplated hereby unless (i) the Investor and its counsel shall have been advised and afforded the opportunity to review and comment thereon at least three Business Days prior to filing with the SEC and (ii) the Company shall have given reasonable good faith and due consideration to any comments thereon received from the Investor or its counsel.

(d)Copies Available. The Company will furnish to the Investor and its counsel copies of the Initial Registration Statement, any New Registration Statement, any Special Registration Statement, any prospectus thereunder (including all documents incorporated by reference therein), any prospectus supplement thereunder, and all amendments to the Initial Registration Statement, any New Registration Statement or any Special Registration Statement that are filed with the SEC during the Registration Period (including all documents filed with or furnished to the SEC during such period that are deemed to be incorporated by reference therein), each letter written by or on behalf of the Company to the SEC or the staff of the SEC, and each item of correspondence from the SEC or the staff of the SEC, in each case relating to such Registration Statement (other than any portion thereof which contains information for which the Company has sought confidential treatment) and such other documents as Investor may reasonably request in order to facilitate the disposition of the Registrable Securities owned by Investor that are covered by such Registration Statement, in each case as soon as reasonably practicable upon the Investor's request and in such quantities as the Investor may from time to time reasonably request; provided, however, that the Company shall not be required to furnish any document to the Investor to the extent such document is available on EDGAR.

(e)Notification of Stop Orders; Material Changes. The Company shall use commercially reasonable efforts to (i) prevent the issuance of any stop order or other suspension of effectiveness relating to any Registration Statement and, (ii) if such order is issued, obtain the withdrawal of any such order as soon as practicable. The Company shall advise the Investor promptly (but in no event

later than 24 hours) and shall confirm such advice in writing, in each case: (x) of the Company's receipt of notice of any request by the SEC or any other federal or state governmental authority for amendment of or a supplement to the Registration Statement or any prospectus or for any additional information; (y) of the Company's receipt of notice of the issuance by the SEC or any other federal or state governmental authority of any stop order suspending the effectiveness of any Registration Statement or prohibiting or suspending the use of any prospectus or prospectus supplement, or of the Company's receipt of any notification of the suspension of qualification of the Registrable Securities for offering or sale in any jurisdiction or the initiation or contemplated initiation of any proceeding for such purpose; and (z) of the Company becoming aware of the happening of any event, which makes any statement of a material fact made in any Registration Statement or any prospectus untrue or which requires the making of any additions to or changes to the statements then made in any Registration Statement or any prospectus in order to state a material fact required by the Securities Act to be stated therein or necessary in order to make the statements then made therein (in the case of any prospectus, in light of the circumstances under which they were made) not misleading, or of the necessity to amend any Registration Statement or any prospectus to comply with the Securities Act or any other law. The Company shall not be required to disclose to the Investor the substance of specific reasons of any of the events set forth in clause (x) to (z) of the immediately preceding sentence (each, a "**Suspension Event**"), but rather, shall only be required to disclose that the event has occurred. If at any time the SEC, or any other federal or state governmental authority shall issue any stop order suspending the effectiveness of any Registration Statement or prohibiting or suspending the use of any prospectus or prospectus supplement, the Company shall use its reasonable best efforts to obtain the withdrawal of such order at the earliest practicable time. The Company shall furnish to the Investor, without charge, a copy of any correspondence from the SEC or the staff of the SEC, or any other federal or state governmental authority to the Company or its representatives relating to the Initial Registration Statement, any New Registration Statement, any Special Registration Statement or any prospectus, or prospectus supplement as the case may be. In the event of a Suspension Event set forth in clause (z) of the second sentence of this Section 3(e), the Company will use its commercially reasonable efforts to publicly disclose such event as soon as reasonably practicable, or otherwise resolve the matter such that sales under Registration Statements may resume; provided, however, that if the Company has a bona fide business purpose for not making such information public, the Company may suspend the use of all Registration Statements for up to 60 consecutive calendar days; provided, further, that the Company may not suspend the use of all Registration Statements more than twice, or for more than 90 total calendar days, in each case during any twelve-month period.

(f)Confirmation of Effectiveness. If reasonably requested by the Investor at any time in respect of any Registration Statement, the Company shall deliver to the Investor a written confirmation from Company's counsel of whether or not the effectiveness of such Registration Statement has lapsed at any time for any reason (including, without limitation, the issuance of a stop order) and whether or not such Registration Statement is currently effective and available to the Company for sale of Registrable Securities.

(g)Listing. The Company shall use best efforts to cause all Registrable Securities covered by a Registration Statement to be listed on the Nasdaq Global Select Market.

(h)Compliance. The Company shall otherwise use reasonable best efforts to comply with all applicable rules and regulations of the SEC under the Securities Act and the Exchange Act, including, without limitation, Rule 172 under the Securities Act, file any final prospectus, including any supplement or amendment thereof, with the SEC pursuant to Rule 424 under the Securities Act, promptly inform the Investor in writing if, at any time during the Registration Period, the Company does not satisfy the conditions specified in Rule 172 and, as a result thereof, the Investor is required to deliver a prospectus in connection with any disposition of Registrable Securities and take such other actions as may be

reasonably necessary to facilitate the registration of the Registrable Securities hereunder, and make available to its security holders, as soon as reasonably practicable, but not later than the Availability Date (as defined below), an earnings statement covering a period of at least 12 months, beginning after the effective date of each Registration Statement, which earnings statement shall satisfy the provisions of Section 11(a) of the Securities Act, including Rule 158 promulgated thereunder (for the purpose of this subsection 3(h), "**Availability Date**" means the 45th day following the end of the fourth fiscal quarter that includes the effective date of such Registration Statement, except that, if such fourth fiscal quarter is the last quarter of the Company's fiscal year, "**Availability Date**" means the 90th day after the end of such fourth fiscal quarter).

(i)Blue-Sky. The Company shall register or qualify or cooperate with the Investor and their counsel in connection with the registration or qualification of such Registrable Securities for the offer and sale under the securities or blue sky laws of such jurisdictions reasonably requested by the Investor; provided, however, that the Company shall not be required in connection therewith or as a condition thereto to (i) qualify to do business in any jurisdiction where it would not otherwise be required to qualify but for this Section 3(i), (ii) subject itself to general taxation in any jurisdiction where it would not otherwise be so subject but for this Section 3(i), or (iii) file a general consent to service of process in any such jurisdiction.

(j)Rule 144. With a view to making available to the Investor the benefits of Rule 144 (or its successor rule) and any other rule or regulation of the SEC that may at any time permit the Investor to sell shares of Common Stock to the public without registration, the Company covenants and agrees to: (i) make and keep adequate current public information available, as those terms are understood and defined in Rule 144, until the earlier of (x) six months after such date as all of the Registrable Securities may be sold without restriction by the holders thereof pursuant to Rule 144 or any other rule of similar effect or (y) such date as there are no longer Registrable Securities; (ii) file with the SEC in a timely manner all reports and other documents required of the Company under the Exchange Act; and (iii) furnish electronically to the Investor upon request, as long as the Investor owns any Registrable Securities, (x) a written statement by the Company that it has complied with the reporting requirements of the Exchange Act, (y) a copy of or electronic access to the Company's most recent Annual Report on Form 10-K or Quarterly Report on Form 10-Q, and (z) such other information as may be reasonably requested in order to avail the Investor of any rule or regulation of the SEC that permits the selling of any such Registrable Securities without registration.

(k)Cooperation. The Company shall cooperate with the holders of the Registrable Securities to facilitate the timely preparation and delivery of certificates or uncertificated shares representing the Registrable Securities to be sold pursuant to such Registration Statement or Rule 144 free of any restrictive legends and representing such number of shares of Common Stock and registered in such names as the holders of the Registrable Securities may reasonably request to the extent permitted by such Registration Statement or Rule 144 to effect sales of Registrable Securities; for the avoidance of doubt, the Company may satisfy its obligations hereunder without issuing physical stock certificates through the use of The Depository Trust Company's Direct Registration System.

4.OBLIGATIONS OF THE INVESTOR.

(a)Investor Information. The Investor shall provide a completed investor questionnaire in the form attached hereto as Exhibit B in connection with the registration of the Registrable Securities. If the Company has not received such completed investor questionnaire from the Investor within five Business Days of the Company's request, the Company may delay the filing of the Registration

Statement for such number of days that the Investor delays in submitting the completed investor questionnaire to the Company.

(b)Suspension of Sales. The Investor agrees that, upon receipt of any notice from the Company of the existence of a Suspension Event as set forth in Section 3(e), the Investor will immediately discontinue disposition of Registrable Securities pursuant to any Registration Statement covering such Registrable Securities until the Investor's receipt of a notice from the Company confirming the resolution of such Suspension Event and that such dispositions may again be made.

(c)Investor Cooperation. The Investor agrees to cooperate with the Company as reasonably requested by the Company in connection with the preparation and filing of any amendments and supplements to any Registration Statement hereunder.

5.OTHER RIGHTS OF THE INVESTOR.

(a)Information Rights. The Company shall permit the Investor, at the Investor's expense, to visit and inspect the Company's properties and discuss the Company's affairs, finances, and accounts with its officers, during normal business hours of the Company as may be reasonably requested by the Investor; provided, however, that the Company shall not be obligated pursuant to this Section 5(a) to provide access to (i) any information that it reasonably and in good faith considers to be a trade secret or other competitively sensitive information, (ii) any information the disclosure of which would adversely affect the attorney-client privilege between the Company or any of its subsidiaries and its counsel, or (iii) any bulk U.S. sensitive personal data (as such term is defined in 28 C.F.R. § 202.206) collected or maintained by the Company. The disclosure of any confidential information pursuant to this Section 5(a) shall be covered by an enforceable confidentiality agreement, in form reasonably acceptable to the Company and the Investor. The covenants set forth in this Section 5(a) shall terminate and be of no further force or effect when the Investor holds less than 7.50% of the Company's then issued and outstanding Common Stock.

(b)Preemptive Rights. Prior to the issuance of the Common Stock or other securities that are convertible into Common Stock (the "**New Shares**"), the Company shall cause to be delivered to the Investor a written notice (the "**Proposed Issuance Notice**") of such proposed issuance at least 30 days prior to the date of the proposed issuance. The Proposed Issuance Notice shall describe the amount and class of such New Shares, the price and the general terms upon which the Company proposes to issue such New Shares. The Investor shall have the option within 10 days upon receipt of the Proposed Issuance Notice by delivering an irrevocable written notice to the Company to agree on behalf of itself or its affiliates to subscribe for, on the same terms and conditions as those specified in the Proposed Issuance Notice, all or part of the Investor's Pro Rata Shares (as defined below). "**Pro Rata Shares**" shall be equal to (i) the total number of such New Shares, multiplied by (ii) a fraction, the numerator of which shall be the aggregate number of shares of Common Stock held by the Investor immediately prior to the issuance of such New Shares and the denominator of which shall be the total number of shares of Common Stock outstanding immediately prior to the issuance of such New Shares. The preemptive rights under this Section 5(b) shall not apply to: (i) issuances or sales of Common Stock or other securities to any existing or prospective employees, officers, directors, managers or consultants of the Company or any of its subsidiaries pursuant to any stock option, employee stock purchase, employee benefits or similar equity incentive plan or other compensation agreement of the Company or any of its subsidiaries; (ii) issuances or sales in, or in connection with, a merger, business combination or reorganization of the Company or any of its subsidiaries with or into another Person or an acquisition by the Company or any of its subsidiaries of another Person or substantially all the assets of another Person; (iii) issuances by the Company or a

wholly-owned subsidiary of the Company to the Company or another wholly-owned subsidiary of the Company; or (iv) issuances as a dividend or upon any stock split, reclassification, recapitalization, exchange or readjustment of Common Stock, or other similar transaction (in each case, on a pro rata basis). The covenants set forth in this Section 5(b) shall terminate and be of no further force or effect when the Investor holds less than 7.50% of the Company's then issued and outstanding Common Stock.

6.EXPENSES OF REGISTRATION.

All Registration Expenses incurred in connection with registrations pursuant to this Agreement shall be borne by the Company. All Selling Expenses relating to securities registered on behalf of the Investor shall be borne by the Investor.

7.INDEMNIFICATION.

(a)To the fullest extent permitted by law, the Company will, and hereby does, indemnify, hold harmless and defend the Investor, each Person, if any, who controls the Investor, the members, the directors, officers, partners, employees, members, managers, agents, representatives and advisors of the Investor and each Person, if any, who controls the Investor within the meaning of the Securities Act or the Exchange Act (each, an "**Indemnified Person**"), against any losses, obligation, claims, damages, liabilities, contingencies, judgments, fines, penalties, charges, costs (including, without limitation, court costs and costs of preparation), reasonable and documented attorneys' fees, amounts paid in settlement or reasonable and documented expenses (collectively, "**Claims**") reasonably incurred in investigating, preparing or defending any action, claim, suit, inquiry, proceeding, investigation or appeal taken from the foregoing by or before any court or governmental, administrative or other regulatory agency or body or the SEC, whether pending or threatened, whether or not an indemnified party is or may be a party thereto ("**Indemnified Damages**"), to which any of them may become subject insofar as such Claims (or actions or proceedings, whether commenced or threatened, in respect thereof) arise out of or are based upon: (i) any untrue statement or alleged untrue statement or omission or alleged omission of any material fact contained in any Registration Statement, any preliminary prospectus or final prospectus, or any amendment or supplement thereof, or (ii) any violation or alleged violation by the Company or any of its subsidiaries of the Securities Act, Exchange Act or any other state securities or other "blue sky" laws of any jurisdiction in which Registrable Securities are offered or any rule or regulation promulgated thereunder applicable to the Company or its agents and relating to action or inaction required of the Company in connection with such registration of the Registrable Securities (the matters in the foregoing clauses (i) and (ii) being, collectively, "**Violations**"). The Company shall reimburse each Indemnified Person promptly as such expenses are incurred and are due and payable, for any reasonable out-of-pocket legal fees or other reasonable and documented expenses incurred by them in connection with investigating or defending any such Claim. Notwithstanding anything to the contrary contained herein, the indemnification agreement contained in this Section 7(a): (x) shall not apply to a Claim by an Indemnified Person arising out of or based upon a Violation which occurs in reliance upon and in conformity with information furnished in writing to the Company by the Investor or such Indemnified Person specifically for use in such Registration Statement or prospectus and was reviewed and approved in writing by the Investor or such Indemnified Person expressly for use in connection with the preparation of any Registration Statement, any prospectus or any such amendment thereof or supplement thereto, if such in each case if the foregoing was timely made available by the Company; (y) with respect to any superseded prospectus, shall not inure to the benefit of any such Person from whom the Person asserting any such Claim purchased the Registrable Securities that are the subject thereof (or to the benefit of any other Indemnified Person) if the untrue statement or omission of material fact contained in the superseded prospectus was corrected in the revised prospectus, as then amended or supplemented, and the Indemnified Person was promptly advised in writing not to use the

outdated, defective or incorrect prospectus prior to the use giving rise to a Violation; and (z) shall not apply to amounts paid in settlement of any Claim if such settlement is effected without the prior written consent of the Company, which consent shall not be unreasonably withheld, conditioned or delayed. Such indemnity shall remain in full force and effect regardless of any investigation made by or on behalf of the Indemnified Person and shall survive the transfer of the Registrable Securities by the Investor pursuant to Section 9.

(b)In connection with the Initial Registration Statement, any New Registration Statement or any prospectus, the Investor agrees to indemnify, hold harmless and defend, the Company, each of its directors, each of its officers who signed the Initial Registration Statement or signs any New Registration Statement, each Person, if any, who controls the Company within the meaning of the Securities Act or the Exchange Act (each, an "**Indemnified Party**"), against any losses, claims, damages, liabilities and expense (including reasonable attorney fees) resulting from any Violation, in each case to the extent, and only to the extent, that such Violation occurs in reliance upon and in conformity with information about an Investor furnished in writing by the Investor to the Company and reviewed and approved in writing by the Investor or such Indemnified Person expressly for use in connection with the preparation of the Registration Statement, any New Registration Statement, any prospectus or any such amendment thereof or supplement thereto. In no event shall the liability of an Investor be greater in amount than the dollar amount of the proceeds (net of all expense paid by the Investor in connection with any claim relating to this Section 7 and the amount of any damages the Investor has otherwise been required to pay by reason of such untrue statement or omission) received by the Investor upon the sale of the Registrable Securities included in such Registration Statement giving rise to such indemnification obligation. Such indemnity shall remain in full force and effect regardless of any investigation made by or on behalf of such Indemnified Party and shall survive the transfer of the Registrable Securities by any Investor pursuant to Section 9.

(c)Promptly after receipt by an Indemnified Person or Indemnified Party under this Section 7 of notice of the commencement of any action or proceeding (including any governmental action or proceeding) involving a Claim, such Indemnified Person or Indemnified Party shall, if a Claim in respect thereof is to be made against any indemnifying party under this Section 7, deliver to the indemnifying party a written notice of the commencement thereof, and the indemnifying party shall have the right to participate in, and, to the extent the indemnifying party so desires, jointly with any other indemnifying party similarly noticed, to assume control of the defense thereof with counsel mutually satisfactory to the indemnifying party and the Indemnified Person or the Indemnified Party, as the case may be, and upon such notice, the indemnifying party shall not be liable to the Indemnified Person or the Indemnified Party for any legal or other expenses subsequently incurred by the Indemnified Person or the Indemnified Party in connection with the defense thereof; provided, however, that an Indemnified Person or Indemnified Party (together with all other Indemnified Persons and Indemnified Parties that may be represented without conflict by one counsel) shall have the right to retain its own counsel with the reasonable fees and expenses to be paid by the indemnifying party, if, in the reasonable opinion of counsel retained by the indemnifying party, the representation by such counsel of the Indemnified Person or Indemnified Party and the indemnifying party would be inappropriate due to actual or potential differing interests between such Indemnified Person or Indemnified Party and any other party represented by such counsel in such proceeding. The Indemnified Party or Indemnified Person shall cooperate with the indemnifying party in connection with any negotiation or defense of any such action or claim by the indemnifying party and shall furnish to the indemnifying party all information reasonably available to the Indemnified Party or Indemnified Person which relates to such action or claim. The indemnifying party shall keep the Indemnified Party or Indemnified Person fully apprised as to the status of the defense or any settlement negotiations with respect thereto. No indemnifying party shall be liable for any settlement of any action, claim or proceeding effected without its written consent, provided, however, that the indemnifying party shall not unreasonably withhold, delay or condition its consent. No indemnifying party shall, without the consent of the Indemnified Party or Indemnified

Person, consent to entry of any judgment or enter into any settlement or other compromise unless such judgment or settlement (i) imposes no liability or obligation on, (ii) includes as an unconditional term thereof the giving of a complete, explicit and unconditional release from the party bringing such indemnified claims of all liability of the Indemnified Party or Indemnified Person in respect to or arising out of such claim or litigation in favor of, and (iii) does not include any admission of fault, culpability, wrongdoing, or wrongdoing or malfeasance by or on behalf of, the Indemnified Party or Indemnified Person.. Following indemnification as provided for hereunder, the indemnifying party shall be subrogated to all rights of the Indemnified Party or Indemnified Person with respect to all third parties, firms or corporations relating to the matter for which indemnification has been made. The failure to deliver written notice to the indemnifying party within a reasonable time of the commencement of any such action shall not relieve such indemnifying party of any liability to the Indemnified Person or Indemnified Party under this Section 7, except to the extent that the indemnifying party is prejudiced in its ability to defend such action.

(d)The indemnification required by this Section 7 shall be made by periodic payments of the amount thereof during the course of the investigation or defense, as and when bills are received or Indemnified Damages are incurred. Any Person receiving a payment pursuant to this Section 7 which person is later determined to not be entitled to such payment shall return such payment (including reimbursement of expenses) to the person making it.

(e)The indemnity agreements contained herein shall be in addition to (i) any cause of action or similar right of the Indemnified Party or Indemnified Person against the indemnifying party or others, and (ii) any liabilities the indemnifying party may be subject to pursuant to the law.

8.CONTRIBUTION.

To the extent any indemnification by an indemnifying party is prohibited or limited by law, the indemnifying party agrees to make the maximum contribution with respect to any amounts for which it would otherwise be liable under Section 7 to the fullest extent permitted by law; provided, however, that: (i) no seller of Registrable Securities guilty of fraudulent misrepresentation (within the meaning of Section 11(f) of the Securities Act) shall be entitled to contribution from any seller of Registrable Securities who was not guilty of fraudulent misrepresentation; and (ii) contribution by any seller of Registrable Securities shall be limited in amount to the net amount of proceeds (net of all expenses paid by such holder in connection with any claim relating to this Section 8 and the amount of any damages such holder has otherwise been required to pay by reason of such untrue or alleged untrue statement or omission or alleged omission) received by such seller from the sale of such Registrable Securities giving rise to such contribution obligation.

9.ASSIGNMENT OF REGISTRATION RIGHTS.

The Company shall not assign this Agreement or any rights or obligations hereunder (whether by operation of law or otherwise) without the prior written consent of the Investor; provided, however, that in any transaction, whether by merger, reorganization, restructuring, consolidation, financing or otherwise, whereby the Company is a party and in which the Registrable Securities are converted into the equity securities of another Person, from and after the effective time of such transaction, such Person shall, by virtue of such transaction, be deemed to have assumed the obligations of the Company hereunder, the term “Company” shall be deemed to refer to such Person and the term “Registrable Securities” shall be deemed to include the securities received by the Investor in connection with such transaction unless such

securities are otherwise freely tradable by the Investor after giving effect to such transaction, and the prior written consent of the Investor shall not be required for such transaction.

An Investor may transfer or assign its rights hereunder, in whole or from time to time in part, to one or more Persons in connection with the transfer of not fewer than 50% of the Registrable Securities then owned by the investor to such Person, provided that the Investor complies with all laws applicable thereto, and the provisions of the Purchase Agreement, and provides written notice of assignment to the Company promptly after such assignment is effected, and such Person agrees in writing to be bound by all of the provisions contained herein.

The provisions of this Agreement shall be binding upon and inure to the benefit of the Investor and its successors and permitted assigns.

10.AMENDMENTS AND WAIVERS.

The provisions of this Agreement, including the provisions of this sentence, may be amended, modified or supplemented, or waived only by a written instrument executed by the Company and the Investor.

11.MISCELLANEOUS.

(a)Notices. Any notices or other communications required or permitted to be given hereunder shall be in writing and shall be deemed to be given (a) when delivered if personally delivered to the party for whom it is intended, (b) when delivered, if sent by electronic mail during normal business hours of the recipient, and if not sent during normal business hours, then on the earlier of (x) confirmation of receipt or (y) the open of business on recipient's next Business Day, in each case, provided no undeliverable notice is received, (c) three days after having been sent by certified or registered mail, return-receipt requested and postage prepaid, or (d) one Business Day after deposit with a nationally recognized overnight courier, freight prepaid, specifying next Business Day delivery, with written verification of receipt:

i.If to the Company, addressed as follows:

Inogen, Inc.
859 Ward Drive
Goleta, CA 93111
Attention: Kevin P. Smith, General Counsel
Email: [***]

with a copy (which shall not constitute notice):

Covington & Burling LLP
One International Place, Suite 1020
Boston, MA 02110-2600
Attention: Megan N. Gates and Sarah C. Griffiths
Email: [***]

ii. If to the Investor, at its e-mail address or address set forth on its signature page to the Purchase Agreement or to such e-mail address, or address as subsequently modified by written notice given in accordance with this Section 11.

Any Person may change the address to which notices and communications to it are to be addressed by notification as provided for herein.

(b) Consent to Electronic Notice. The Investor consents to the delivery of any stockholder notice pursuant to the Delaware General Corporation Law (the "**DGCL**"), as amended or superseded from time to time, by electronic mail pursuant to Section 232 of the DGCL (or any successor thereto) at the e-mail address set forth below the Investor's name on the signature page or Exhibit A to the Purchase Agreement, as updated from time to time by notice to the Company. To the extent that any notice given by means of electronic mail is returned or undeliverable for any reason, the foregoing consent shall be deemed to have been revoked until a new or corrected e-mail address has been provided, and such attempted electronic notice shall be ineffective and deemed to not have been given. Each party agrees to promptly notify the other parties of any change in its e-mail address, and that failure to do so shall not affect the foregoing.

(c) Waiver. No waiver of any term, provision or condition of this Agreement, whether by conduct or otherwise, in any one or more instances, shall be deemed to be, or be construed as, a further or continuing waiver of any such term, provision or condition or as a waiver of any other term, provision or condition of this Agreement.

(d) Governing Law. The provisions of Section 8.5 of the Purchase Agreement are incorporated by reference herein *mutatis mutandis*.

(e) Headings. The titles, subtitles and headings in this Agreement are for convenience of reference and shall not form part of, or affect the interpretation of, this Agreement.

(f) Counterparts. This Agreement may be executed in two or more identical counterparts, all of which shall be considered one and the same agreement and shall become effective when counterparts have been signed by each party and delivered to the other party; provided that a facsimile or pdf signature including any electronic signatures complying with the U.S. federal ESIGN Act of 2000, e.g., www.docusign.com shall be considered due execution and shall be binding upon the signatory thereto with the same force and effect as if the signature were an original, not a facsimile or pdf (or other electronic reproduction of a) signature.

(g) Further Assurances. Each party shall do and perform, or cause to be done and performed, all such further acts and things, and shall execute and deliver all such other agreements, certificates, instruments and documents as the other party may reasonably request in order to carry out the intent and accomplish the purposes of this Agreement and the consummation of the transactions contemplated hereby.

(h) Contract Interpretation. This Agreement is the joint product of the Investor and the Company and each provision hereof has been subject to the mutual consultation, negotiation and agreement of such parties and shall not be construed for or against any party hereto.

(i)No Third Party Beneficiaries. Nothing in this Agreement, express or implied, is intended to confer on any Person other than the parties to this Agreement any rights, remedies, claims, benefits, obligations or liabilities under or by reason of this Agreement, and no Person that is not a party to this Agreement (including, without limitation, any partner, member, shareholder, director, officer, employee or other beneficial owner of any party to this Agreement, in its own capacity as such or in bringing a derivative action on behalf of a party to this Agreement) shall have any standing as a third party beneficiary with respect to this Agreement or the transactions contemplated hereby.

(j)Severability. If any part or provision of this Agreement is held unenforceable or in conflict with the applicable laws or regulations of any jurisdiction, the invalid or unenforceable part or provisions shall be replaced with a provision which accomplishes, to the extent possible, the original business purpose of such part or provision in a valid and enforceable manner, and the remainder of this Agreement shall remain binding upon the parties hereto.

(k)Non-Recourse. Notwithstanding anything that may be expressed or implied in this Agreement, the Company covenants, agrees and acknowledges that no recourse under this Agreement or any documents or instruments delivered in connection with this Agreement shall be had against any current or future director, officer, employee, stockholder, general or limited partner or member of the Investor or of any affiliates or assignees thereof, whether by the enforcement of any assessment or by any legal or equitable proceeding, or by virtue of any statute, regulation or other applicable law, it being expressly agreed and acknowledged that no personal liability whatsoever shall attach to, be imposed on or otherwise be incurred by any current or future director, officer, employee, stockholder, general or limited partner or member of the Investor or of any affiliates or assignees thereof, as such for any obligation of the Investor under this Agreement or any documents or instruments delivered in connection with this Agreement for any claim based on, in respect of or by reason of such obligations or their creation.

(l)Specific Performance. In addition to any and all other remedies that may be available at law in the event of any breach of this Agreement, each Investor shall be entitled to specific performance of the agreements and obligations of the Company hereunder and to such other injunction or other equitable relief as may be granted by a court of competent jurisdiction.

(m)Cumulative Remedies. The remedies provided herein are cumulative and not exclusive of any remedies provided by law.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have caused this Registration Rights Agreement to be duly executed as of date first written above.

COMPANY:

Inogen, Inc.

By: __

Name:___

Title: _____

(Signature Page to Registration Rights Agreement)

IN WITNESS WHEREOF, the parties have caused this Registration Rights Agreement to be duly executed as of date first written above.

INVESTOR:

Yuwell (Hong Kong) Holdings Limited

By:___

Name:___

Title::___

(Signature Page to Registration Rights Agreement)

Exhibit A

PLAN OF DISTRIBUTION

The selling stockholders, which as used herein includes donees, pledgees, transferees or other successors-in-interest selling shares of common stock or interests in shares of common stock received after the date of this prospectus from a selling stockholder as a gift, pledge, partnership distribution or other transfer, may, from time to time, sell, transfer or otherwise dispose of any or all of their shares of common stock or interests in shares of common stock on any stock exchange, market or trading facility on which the shares are traded or in private transactions. These dispositions may be at fixed prices, at prevailing market prices at the time of sale, at prices related to the prevailing market price, at varying prices determined at the time of sale, or at negotiated prices.

The selling stockholders may use any one or more of the following methods when disposing of shares or interests therein:

- distributions to members, partners, stockholders or other equityholders of the selling stockholders;
- ordinary brokerage transactions and transactions in which the broker-dealer solicits purchasers;
- block trades in which the broker-dealer will attempt to sell the shares as agent, but may position and resell a portion of the block as principal to facilitate the transaction;
- purchases by a broker-dealer as principal and resale by the broker-dealer for its account;
- an exchange distribution in accordance with the rules of the applicable exchange;
- privately negotiated transactions;
- short sales and settlement of short sales entered into after the effective date of the registration statement of which this prospectus is a part;
- through the writing or settlement of options or other hedging transactions, whether through an options exchange or otherwise;
- broker-dealers may agree with the selling stockholders to sell a specified number of such shares at a stipulated price per share;
- "at the market" to or through market makers or into an existing market for the shares;
- in other ways not involving market makers or established trading markets, including direct sales to purchasers or sales effected through agents;
- a combination of any such methods of sale; and
- any other method permitted pursuant to applicable law.

The selling stockholders may, from time to time, pledge or grant a security interest in some or all of the shares of common stock owned by them and, if they default in the performance of their secured obligations, the pledgees or secured parties may offer and sell the shares of common stock, from time to time, under this prospectus, or under an amendment to this prospectus under Rule 424(b)(3) or other applicable provision of the Securities Act, amending the list of selling stockholders to include the pledgee, transferee or other successors in interest as selling stockholders under this prospectus. The selling stockholders also may transfer the shares of common stock in other circumstances, in which case the transferees, pledgees or other successors in interest will be the selling stockholders for purposes of this prospectus.

In connection with the sale of our common stock or interests therein, the selling stockholders may enter into hedging transactions with broker-dealers or other financial institutions, which may in turn engage in short sales of the common stock in the course of hedging the positions they assume. The selling stockholders may also sell shares of our common stock short and deliver these securities to close out their short positions, or loan or pledge the common stock to broker-dealers that in turn may sell these securities. The selling stockholders may also enter into option or other transactions with broker-dealers or other financial institutions or the creation of one or more derivative securities which require the delivery to such broker-dealer or other financial institution of shares offered by this prospectus, which shares such broker-dealer or other financial institution may resell pursuant to this prospectus (as supplemented or amended to reflect such transaction).

The aggregate proceeds to the selling stockholders from the sale of the common stock offered by them will be the purchase price of the common stock less discounts or commissions, if any. Each of the selling stockholders reserves the right to accept and, together with their agents from time to time, to reject, in whole or in part, any proposed purchase of common stock to be made directly or through agents. We will not receive any of the proceeds from this offering.

The selling stockholders also may resell all or a portion of the shares in open market transactions in reliance upon Rule 144 under the Securities Act, provided that they meet the criteria and conform to the requirements of that rule, or another available exemption from the registration requirements under the Securities Act.

The selling stockholders and any underwriters, broker-dealers or agents that participate in the sale of the common stock or interests therein may be "underwriters" within the meaning of Section 2(a)(11) of the Securities Act (it being understood that the selling stockholders shall not be deemed to be underwriters solely as a result of their participation in this offering). Any discounts, commissions, concessions or profit they earn on any resale of the shares may be underwriting discounts and commissions under the Securities Act. Selling stockholders who are "underwriters" within the meaning of Section 2(a)(11) of the Securities Act will be subject to the prospectus delivery requirements of the Securities Act.

To the extent required, the shares of our common stock to be sold, the names of the selling stockholders, the respective purchase prices and public offering prices, the names of any agent, dealer or underwriter, and any applicable commissions or discounts with respect to a particular offer will be set forth in an accompanying prospectus supplement or, if appropriate, a post-effective amendment to the registration statement that includes this prospectus.

In order to comply with the securities laws of some states, if applicable, the common stock may be sold in these jurisdictions only through registered or licensed brokers or dealers. In addition, in some states the common stock may not be sold unless it has been registered or qualified for sale or an exemption from registration or qualification requirements is available and is complied with.

We have advised the selling stockholders that the anti-manipulation rules of Regulation M under the Exchange Act may apply to sales of shares in the market and to the activities of the selling stockholders and their affiliates. In addition, to the extent applicable, we will make copies of this prospectus (as it may be supplemented or amended from time to time) available to the selling stockholders for the purpose of satisfying the prospectus delivery requirements of the Securities Act. The selling stockholders may indemnify any broker-dealer that participates in transactions involving the sale of the shares against certain liabilities, including liabilities arising under the Securities Act.

We have agreed to indemnify the selling stockholders against liabilities, including liabilities under the Securities Act and state securities laws, relating to the registration of the shares offered by this prospectus.

We have agreed with the selling stockholders to use commercially reasonable efforts to cause the registration statement of which this prospectus constitutes a part to become effective and to remain continuously effective until the earlier of: (i) the date on which the selling stockholders shall have resold or otherwise disposed of all the shares covered by this prospectus and (ii) the date on which the shares covered by this prospectus no longer constitute “Registrable Securities” as such term is defined in the Registration Rights Agreement, such that they may be resold by the selling stockholders without registration and without regard to any volume or manner-of-sale limitations and without current public information pursuant to Rule 144 under the Securities Act or any other rule of similar effect.

Exhibit B

Investor Questionnaire

Exhibit 99.1

Inogen Expands Product Portfolio, Global Reach and Innovation Pipeline Through Strategic Collaboration with Yuwell

GOLETA, Calif., January 26, 2025 – Inogen, Inc. (Nasdaq: INGN), a medical technology company offering innovative respiratory products for use in the homecare setting, today announced it has entered into a strategic collaboration with Jiangsu Yuyue Medical Equipment & Supply Co., Ltd. (002223.SZ, "Yuwell"), a global home healthcare medical device manufacturer with a comprehensive portfolio of respiratory products.

The strategic collaboration is expected to broaden Inogen's product portfolio through distribution of certain respiratory products in the United States and select other territories, expand and enhance Inogen's innovation pipeline through R&D collaboration, and accelerate the entry of Inogen's brand into the Chinese market. In addition, Yuwell, through its affiliate, has agreed to invest approximately $27.2 million in Inogen, representing a 9.9% common equity interest, further cementing the collaboration and bolstering Inogen's balance sheet.

"The collaboration with Yuwell is a pivotal step in accelerating Inogen's growth trajectory. By expanding our product portfolio, global presence and enhancing our innovation pipeline, we expect to be well-positioned to capture new market opportunities," said Kevin Smith, President and Chief Executive Officer. "This collaboration supports our commitment to delivering long-term value to our shareholders and reinforces our vision of establishing Inogen as a platform for best-in-class respiratory solutions for patients across the globe. We are confident that our collaboration with Yuwell will play a crucial role in our continued success."

Alex Wu, Chairman of Yuwell, added, "Inogen is a leader in the respiratory therapy market and our strategic collaboration provides both parties with the ability to broaden their geographic reach and further meet patient needs across the world. Yuwell shares Inogen's commitment to developing and providing innovative, quality products and we believe that together we can make a meaningful difference in the lives of respiratory patients. Together, Yuwell and Inogen aim to define the next generation of respiratory products."

The collaboration agreement will become effective immediately, while the purchase of the equity from Inogen is expected to close during the first quarter of 2025, subject to certain customary closing conditions.

About Inogen
Inogen, Inc. (Nasdaq: INGN) is a leading global medical technology company offering innovative respiratory products for use in the homecare setting. Inogen supports patient respiratory care by developing, manufacturing, and marketing innovative best-in-class respiratory therapy devices used to deliver care to patients suffering from chronic respiratory conditions. Inogen partners with patients, prescribers, home medical equipment providers, and distributors to make its respiratory therapy products widely available, allowing patients the chance to manage the impact of their disease.

For more information, please visit www.inogen.com.

Inogen has used, and intends to continue to use, its Investor Relations website, http://investor.inogen.com/, as a means of disclosing material non-public information and for complying with its disclosure obligations under Regulation FD.

About Yuwell
Since its establishment in 1998, Yuwell has been at the forefront of providing cutting-edge medical device solutions to enhance patient care and improve home healthcare worldwide. Yuwell (002223.SZ) generated over US $1 billion revenue in 2023, and has a broad product portfolio across respiratory treatment, diabetes management, electronic diagnostics products, first aid solutions and rehabilitation, amongst other areas.

With a steadfast commitment to clinical excellence, Yuwell delivers high-quality, medically reliable products that empower healthcare professionals to achieve superior patient outcomes.

With 9 state-of-the-art R&D centers and 7 advanced production facilities, Yuwell's global presence spans over 100 countries and supports more than 300,000 healthcare institutions. Yuwell touches the lives of patients around the globe by bringing professional, user-friendly medical devices into the home.

Forward-Looking Statements
This press release contains forward-looking statements within the meaning of the Private Securities Litigation Reform Act of 1995. All statements contained in this communication that are not historical facts, including, but not limited to, statements regarding Inogen’s future business plans, market opportunities, financial outlook, growth strategies, and anticipated operational results, are forward-looking statements. Words such as “aims,” “believes,” “anticipates,” “plans,” “expects,” “will,” “intends,” “potential,” “possible,” and similar expressions are intended to identify forward-looking statements. Forward-looking statements are subject to numerous risks and uncertainties that could cause actual results to differ materially from currently anticipated results, including but not limited to, risks and uncertainties relating to the potential benefits of Inogen’s collaboration with Yuwell; satisfaction of the closing conditions under the securities purchase agreement relating to the equity investment; the timing of closing of the equity investment; market acceptance of its products; competition; its sales, marketing and distribution capabilities; its planned sales, marketing, and research and development activities; and risks associated with international operations. For a detailed

discussion of these and other risks that could impact Inogen's operations and financial performance, please refer to the "Risk Factors" section of its Annual Report on Form 10-K for the period ended December 31, 2023, its Quarterly Report on Form 10-Q for the calendar quarter ended March 31, 2024 and in its other filings with the Securities and Exchange Commission. These forward-looking statements speak only as of the date hereof. Inogen disclaims any obligation to update these forward-looking statements except as may be required by law.

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