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**UNITED STATES**  
**SECURITIES AND EXCHANGE COMMISSION**  
Washington, D.C. 20549

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**FORM 8-K**

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

January 9, 2025  
Date of Report (Date of earliest event reported)

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**QT Imaging Holdings, Inc.**  
(Exact name of Registrant as Specified in Charter)

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**Delaware**  
(State or Other Jurisdiction of  
Incorporation or Organization)

**001-40839**  
(Commission  
File Number)

**86-1728920**  
(IRS Employer  
Identification Number)

**3 Hamilton Landing, Suite 160**  
**Novato, CA 94949**  
(Address of principal executive offices, including Zip Code)  
**(650) 276-7040**  
(Registrant's telephone number, including area code)

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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 (*see* General Instruction A.2. below):

- ☐ 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 Symbols	Name of each exchange on which registered
Common stock, par value \$0.0001 per share	QTI	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. ☐

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## Item 1.01 Entry into a Definitive Material Agreement

### *YA II PN Note Amendment*

As previously disclosed by QT Imaging Holdings, Inc. (the “Company”) in a Current Report on Form 8-K filed on November 22, 2023 with the Securities and Exchange Commission (the “SEC”), on November 16, 2023, the Company entered into a Standby Equity Purchase Agreement (the “SEPA”) with YA II PN, Ltd., a Cayman Islands exempt limited company (the “Investor”), pursuant to which the Investor agreed, subject to the conditions therein, to purchase from the Company shares of its common stock, par value \$0.0001 (the “Common Stock”), for a value of up to \$50,000,000 of which \$10,000,000 was to be advanced by the Investor as evidenced by a promissory note (such advance, the “Pre-Paid Advance”). Furthermore, as previously disclosed by the Company in a Current Report on Form 8-K filed on March 5, 2024 with the SEC, the Company, as consideration for the Pre-Paid Advance, on March 4, 2024 issued to the Investor a promissory note (the “Investor Note”). Undefined terms used herein have the meanings defined in the Investor Note.

As previously also disclosed in a Current Report on Form 8-K with the SEC on September 13, 2024, a Trigger Event occurred under the terms of the Investor Note on September 11, 2024, as a result of which the Company made the first of its monthly payments due to the Investor on September 13, 2024, of approximately \$1,500,000. In addition, as previously disclosed in a Current Report on Form 8-K filed on September 30, 2024 with the SEC (the “September 30th Current Report”), the Company and the Investor entered into an Omnibus Amendment (the “First Amendment”) to the Financing Documents, dated as of September 26, 2024, to reduce the Company’s obligations resulting from the Trigger Event as described in the September 30th Current Report. Subsequently, and as previously disclosed in a Current Report on Form 8-K with the SEC on October 31, 2024, the Company and the Investor also entered into that certain Second Omnibus Amendment (the “Second Amendment”), pursuant to which the parties agreed, amongst other things, to extend the Maturity Date of the Investor Note to March 31, 2026 and to reduce the Company’s monthly payments owing under the Investor Note.

On November 4, 2024, the Investor converted \$254,593 of outstanding principal of the Investor Note into 384,059 shares of common stock of the Company (the “Common Stock”) with an applicable conversion price of \$0.6629 per share. On December 6, 2024, the Investor converted \$259,589 of outstanding principal under the Investor Note into 519,177 shares of Common Stock with an applicable conversion price of \$0.50 per share. The principal balance of the Investor Note was \$8,340,411 following the two conversion notices received from the Investor.

On January 9, 2024, the Company and the Investor entered into a Third Omnibus Amendment (the “Third Amendment”, and together with the SEPA, the Investor Note, the First Amendment and the Second Amendment, the “Financing Documents”), to amend certain terms of the Financing Documents as described below.

Pursuant to the Third Amendment, the Investor and the Company agreed that for \$1.5 million of the current outstanding balance due under the Investor Note (principal and unpaid accrued interest), the Fixed Price shall be modified to \$0.584 per share, and for the remainder, the Fixed Price shall not be changed and remain \$4.61395 per share as provided for in the Investor Note when the Company issued it on March 4, 2024.

Further, the Third Amendment removed the Company’s obligation to make monthly payments to the Investor, previously owing due to the occurrence of the Trigger Event, such that no further monthly payments will be owed during the period beginning on the date of the Third Amendment and ending on the Maturity Date. In exchange for this relief, the aggregate purchase price owed to the Company from the first Advance that occurs pursuant to the terms of the SEPA (the “Advance Proceeds”) shall be paid by the Investor offsetting the amount of the Advance Proceeds against an equal amount outstanding under the Investor Note (first towards accrued and unpaid interest, and then towards outstanding principal and the corresponding Payment Premium in respect of such principal amount, if applicable), and that for any subsequent Advances pursuant to the terms of the SEPA, the Investor shall pay half of such Advance Proceeds directly to the Company and the other half of such Advance Proceeds shall be paid by the Investor offsetting the amount of the Advance Proceeds against an equal amount outstanding under the Investor Note (first towards accrued and unpaid interest, and then towards outstanding principal and the corresponding Payment Premium in respect of such principal amount, if applicable).

Further, pursuant to the terms of the Third Amendment, the Investor has provided its consent to the holder of that certain Secured Convertible Note issued by the Company to Funicular Funds, LP on March 4, 2024 (the “Cable Car Note”) being able to convert the Cable Car Note at a conversion price of \$0.584 per share, as described in further detail in the *Cable Car Note* section below.

All terms, conditions and provisions of the Financing Documents shall remain in full force and effect and remain unaffected and unchanged, such that the Third Amendment in no way acts as a release or relinquishment of, and in no way affects, the liens, security interests and rights created by or arising under the Financing Documents, or the priority thereof,

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such that those liens, security interests and rights, as well as all rights, remedies, titles, liens and equities securing the Financing Documents and indebtedness as modified are ratified, confirmed, renewed and extended in all respects.

The Third Amendment is a modification only and not a novation, such that it shall be considered attached to the Investor Note and made a part thereof, and shall not release or affect the liability of any guarantor, surety or endorser of the Investor Note, or release any owner of collateral securing the Investor Note, such that the validity, priority and enforceability thereof shall not be impaired. Any event of default under the Third Amendment shall constitute an Event of Default under the Investor Note.

The Company also agreed, pursuant to the Third Amendment, in consideration of the mutual covenants contained therein, to fully and unconditionally release and forever discharge the Investor and its affiliates and their respective officers, directors, employees, agents, legal representatives, successors, and assigns (the “Released Parties”), from any and all claims, actions, obligations, liabilities, demands and/or causes of action, of whatever kind or character, whether now known or unknown, in law or equity, which against the Released Parties, the Company or QT Imaging ever had, now have, or hereafter can, shall, or may have, for, upon, or by reason of any matter, cause, or thing whatsoever up to the date of the Third Amendment, with such release being binding upon and inure to the benefit of the parties hereto and their respective administrators, legal representatives, successors, and assigns.

Finally, the Third Amendment provides that an Event of Default under the Investor Note shall occur automatically, without the requirement of any notice from the Investor to the Company, if any creditor other than the Investor, or any party acting in a similar capacity, initiates or attempts to initiate any action intending to foreclose, seize, or take control over any asset of the Company, whether through legal processes or by any other means, which shall include, but shall not be limited to, the filing of any legal actions aiming at foreclosure, the initiation of such proceedings, or any preparatory steps taken by such creditor that clearly indicate an intention to foreclose on assets due to the Company’s failure to meet its obligations to such creditor. Upon the occurrence of any such event, an Event of Default shall have occurred and all obligations under the Investor Note shall automatically become immediately due and payable, and the Investor shall be entitled to exercise all rights and remedies available under the Investor Note and applicable law, without any further notice, demand, or action required on the part of the Investor. Notwithstanding any other provision in the Third Amendment or the Investor Note, the aforementioned clause is to serve as an additional Event of Default, augmenting, and not replacing, any Events of Default as specified within the Investor Note.

This Current Report provides a summary of the Third Amendment, the description of which does not purport to be complete and is qualified in its entirety by the terms and conditions of such agreement. A copy of the Third Amendment is filed as Exhibit 10.1 hereto and is incorporated by reference into this Current Report.

#### *Cable Car Note*

As previously disclosed on a Current Report on Form 8-K filed with the SEC on March 5, 2024, the Company entered into the Cable Car Note on March 4, 2024 providing for an original principal amount of \$1,500,000. On January 9, 2024, the Company and Funicular Funds, LP (“Cable Car”) entered into an Omnibus Amendment (the “Cable Car Amendment”) to amend certain terms of the Cable Car Note, including a reduction of the conversion price for the Cable Car Note to \$0.584 per share.

Further, the Cable Car Amendment provides that the maturity date for the Cable Car Note shall be extended to March 31, 2026, in consideration for which, the Company shall pay an “Extension Fee” of \$90,000 to Cable Car, with such fee being added to the amount due and payable on such maturity date, unless the Cable Car Note is earlier converted pursuant to its terms, in which event the Extension Fee shall also be converted. No interest shall accrue or be due on the Extension Fee.

Pursuant to the Cable Car Amendment, interest shall accrue on the outstanding principal balance of the Cable Car Note at an annual rate equal to six percent (6%), with interest being calculated based on a 365-day year and the actual number of days elapsed, to the extent permitted by applicable law. Interest shall be due and payable on the maturity date for the Cable Car Note, unless the Cable Car Note is earlier converted pursuant to its terms, in which event such accrued and unpaid interest shall also be converted.

In addition, in connection with any sale, assignment, transfer, or other disposition (a “Sale”) of any shares into which the Cable Car Note is converted pursuant to its terms, the Cable Car Amendment provides that to the extent such Sale is made pursuant to Rule 144 promulgated under the Securities Act of 1933, as amended (“Rule 144”), provided that Rule 144 is available as an exemption from the registration requirements for such Sale, if requested by Cable Car and upon delivery by Cable Car of such customary representations and other documentation reasonably acceptable to the Company in connection with transactions relying upon Rule 144, the Company shall use commercially reasonable efforts to cause its transfer agent to remove any restrictive legends related to the book entry account holding such shares sold or disposed of by Cable Car without restrictive legends within two business days of such request.

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All terms, conditions and provisions of the Cable Car Note shall remain in full force and effect and remain unaffected and unchanged, such that the Cable Car Amendment in no way acts as a release or relinquishment of, and in no way affects, the liens, security interests and rights created by or arising under the Cable Car Note, or the priority thereof, such that those liens, security interests and rights, as well as all rights, remedies, titles, liens and equities securing the Cable Car Note and indebtedness as modified are ratified, confirmed, renewed and extended in all respects. Any event of default under the Cable Car Amendment shall constitute an Event of Default under the Investor Note.

The Cable Car Amendment is a modification only and not a novation, such that it shall be considered attached to the Cable Car Note and made a part thereof, and shall not release or affect the liability of any guarantor, surety or endorser of the Cable Car Note, or release any owner of collateral securing the Cable Car Note, such that the validity, priority and enforceability thereof shall not be impaired.

This Current Report provides a summary of the Cable Car Amendment, the description of which does not purport to be complete and is qualified in its entirety by the terms and conditions of such agreement. A copy of the Cable Car Amendment is filed as Exhibit 10.2 hereto and is incorporated by reference into this Current Report.

**Item 9.01 Financial Statements and Exhibits.**

(d) Exhibits:

Exhibit No.	Description
10.1	<a href="#">Third Omnibus Amendment, dated January 9, 2025, by and between QT Imaging Holdings, Inc. and YA II PN, LTD.</a>
10.2	<a href="#">Omnibus Amendment, dated January 9, 2025, by and between QT Imaging Holdings, Inc. and Funicular Funds, LP</a>
104	Cover Page Interactive Data File (embedded within the Inline XBRL document)

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**SIGNATURE**

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.

Dated: January 10, 2025

**QT Imaging Holdings, Inc.**

By: /s/ Raluca Dinu

Name: Raluca Dinu

Title: Chief Executive Officer

### THIRD OMNIBUS AMENDMENT

This Third Omnibus Amendment (this “Third Amendment”) is entered into as of January 9, 2025 by and between QT Imaging Holdings, Inc., a Delaware corporation (formerly known as GigCapital5, Inc. (“GigCapital5”), (the “Company”)) and YA II PN, LTD., a Cayman Islands exempt limited company (the “Lender”), with reference to (1) that certain Standby Equity Purchase Agreement, dated as of November 15, 2023, by and between the Lender, GigCapital5 and QT Imaging, Inc. (“QT Imaging”), which is now a wholly-owned subsidiary of the Company (such agreement, the “SEPA”), (2) that certain Convertible Promissory Note, issued March 4, 2024, in an original principal amount of Ten Million Dollars (\$10,000,000.00) delivered by the Company to the Lender and bearing Number QTI-1-1 (the “Note”), (3) that certain Omnibus Amendment, dated as of September 26, 2024, by and between the Company and the Lender (the “First Amendment”), and (4) that certain Second Omnibus Amendment, dated as of October 31, 2024, by and between the Company and the Lender (the “Second Amendment”). Collectively, the SEPA, the Note, the First Amendment, the Second Amendment and all other instruments, agreements or other items executed or delivered in connection with either of the foregoing are referred to as the “Financing Documents.” Undefined terms herein have the same definitions set forth in the Note.

By this Third Amendment, the Company and Lender have agreed to amend the Financing Documents on the following terms:

1. **Fixed Price.** The Lender and the Company hereby agree that for \$1.5 million of the current outstanding balance due under the Note (principal and unpaid and accrued interest), the Fixed Price for the Conversion Price shall be \$0.584 per share, and for the remainder, the Fixed Price shall not be changed and shall remain \$4.61395 per share.

2. **No Monthly Payments.** The Lender and the Company hereby agree that, notwithstanding the provisions of the Second Amendment, no further monthly payments will be owed during the period beginning on the date of this Third Amendment and ending on the Maturity Date of March 31, 2026. In exchange for such relief, the Lender and the Company agree that the aggregate purchase price owed to the Company from the first Advance (as such term is defined in the SEPA) that occurs pursuant to the terms of the SEPA after the date of this Third Amendment (the “Advance Proceeds”) shall be paid by the Lender offsetting the amount of the Advance Proceeds against an equal amount outstanding under the Note (first towards accrued and unpaid interest, and then towards outstanding principal and the corresponding Payment Premium in respect of such principal amount, if applicable), and that for any subsequent Advances pursuant to the terms of the SEPA, the Lender shall pay half of such Advance Proceeds directly to the Company and the other half of such Advance Proceeds shall be paid by the Lender offsetting the amount of the Advance Proceeds against an equal amount outstanding under the Note (first towards accrued and unpaid interest, and then towards outstanding principal and the corresponding Payment Premium in respect of such principal amount, if applicable).

3. **Convertibility of Debt.** The Lender consents, even though there is an outstanding balance under the Note, to the holder of that certain Secured Convertible Note issued by the Company to Funicular Funds, LP on March 4, 2024 being able to convert such Secured Convertible Note at a conversion price of \$0.584 per share.

4. **Effect; Continuing Validity.** The Financing Documents are amended to the extent necessary to give effect to this Third Amendment, and the terms of this Third Amendment shall supersede any contrary terms in Financing Documents. Each reference to the “Note” in the Note shall be deemed to refer to the Note as modified by this Third Amendment. Except as specifically set forth herein, the terms and conditions of the Financing Documents shall remain unmodified and are hereby ratified by the parties. The Company acknowledges and agrees that, except as otherwise expressly provided in this Third Amendment, all terms, conditions and provisions of the Financing Documents shall continue in full force and effect and remain unaffected and unchanged. This Third Amendment in no way acts as a release or relinquishment of, and in no way affects, the liens, security interests and rights created by or arising under the Financing Documents, or the priority thereof. Such liens, security interests and rights are hereby ratified, confirmed, renewed and extended in all respects. The Financing Documents, any other security for payment of the Note, and all rights, remedies, titles, liens and equities securing the Financing Documents as hereby modified and the indebtedness represented thereby are hereby recognized, renewed, extended and continued in full force and effect for the benefit of the Lender and the indebtedness evidenced thereby.

5. **Not a Novation.** This Third Amendment is a modification only and not a novation. This Third Amendment is to be considered attached to the Note and made a part thereof. This Third Amendment shall not release or affect the liability of any guarantor, surety or endorser of the Note, or release any owner of collateral securing the Note. The validity, priority and enforceability of the Note shall not be impaired hereby.

6. **This Third Amendment One of the Transaction Documents.** From and after the date hereof, this Third Amendment is and shall be deemed a part of the Note and shall be deemed a Transaction Document (as defined in the SEPA). An event of default under this Third Amendment shall constitute an Event of Default under the Note.

7. **Release.** In consideration of the mutual covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Company (on behalf of itself and QT Imaging) hereby fully and unconditionally releases and forever discharges the Lender and its affiliates and their respective officers, directors, employees, agents, legal representatives, successors, and assigns (the “Released Parties”), from any and all claims, actions, obligations, liabilities, demands and/or causes of action, of whatever kind or character, whether now known or unknown, in law or equity, which against the Released Parties, the Company or QT Imaging ever had, now have, or hereafter can, shall, or may have, for, upon, or by reason of any matter, cause, or thing whatsoever up to the date of this Third Amendment. This release shall be binding upon and inure to the benefit of the parties hereto and their respective administrators, legal representatives, successors, and assigns.

8. **Third Party Event of Default.** An Event of Default under the Note shall occur automatically, without the requirement of any notice from the Lender to the Company, if any creditor other than the Lender, or any party acting in a similar capacity, initiates or attempts to initiate any action intending to foreclose, seize, or take control over any asset of the Company, whether through legal processes or by any other means, which shall include, but shall not be limited to, the filing of any legal actions aiming at foreclosure, the initiation of such proceedings, or any preparatory steps taken by such creditor that clearly indicate an intention to foreclose on assets due to the Company's failure to meet its obligations to such creditor. Upon the occurrence of any such event, an Event of Default shall have occurred and all obligations under the Note shall automatically become immediately due and payable, and the Lender shall be entitled to exercise all rights and remedies available under the Note and applicable law, without any further notice, demand, or action required on the part of the Lender. Notwithstanding any other provision in this Second Amendment or the Note, this clause shall serve as an additional Event of Default, augmenting, and not replacing, any Events of Default as specified within the Note.

9. **Miscellaneous.** This Third Amendment shall be governed by and construed in accordance with the laws of the State of New York. This Third Amendment may be executed in counterparts, each of which, when so executed, shall be deemed an original, but all such counterparts, taken together, shall constitute one and the same instrument. Delivery of an executed counterpart of this Third Amendment electronically shall be equally as effective as delivery of a manually executed counterpart of this Third Amendment. No waiver of any provision of this Third Amendment shall be effective or enforceable unless made in writing signed by the party waiving any right or privilege hereunder.



**IN WITNESS WHEREOF**, the Company and the Lender have caused this Third Omnibus Amendment to be duly executed by a duly authorized representative as of the date first written above.

**COMPANY:**  
**QT IMAGING HOLDINGS, INC.**

By: /s/ Dr. Raluca Dinu  
Name: Dr. Raluca Dinu  
Title: Chief Executive Officer

**LENDER:**  
**YA II PN, LTD.**

By: Yorkville Advisors Global, LP Its: Investment Manger

By: Yorkville Advisors Global II, LLC Its: General Partner

By: /s/ Matthew Beckman

Name: Matthew Beckman

Title: Manager

## OMNIBUS AMENDMENT

This Omnibus Amendment (this “Amendment”) is entered into as of January 9, 2025 by and between QT Imaging Holdings, Inc., a Delaware corporation (formerly known as GigCapital5, Inc. (“GigCapital5”), (the “Company”)) and Funicular Funds, LP, a Delaware limited partnership (the “Holder”), with reference to that certain Secured Convertible Note, issued March 4, 2024, in an original principal amount of One Million Five Hundred Thousand Dollars (\$1,500,000.00) delivered by the Company to the Holder (the “Note”). Undefined terms herein have the same definitions set forth in the Note.

By this Amendment, the Company and Holder have agreed to amend the Note on the following terms:

1. **Fixed Price.** The Holder and the Company hereby agree that the Conversion Price shall be \$0.584 per share.
2. **Maturity Date.** The Holder and the Company hereby agree that the Maturity Date shall be March 31, 2026. As consideration for the extension of the Maturity Date, the Company shall pay an “Extension Fee” of \$90,000 which shall be added to the amount due and payable on the Maturity Date, unless the Note is earlier converted pursuant to its terms, in which event such Extension Fee shall also be converted. No interest shall accrue or be due on the Extension Fee.
3. **Interest.** Interest shall accrue on the outstanding principal balance of the Note at an annual rate equal to 6%. Interest shall be calculated based on a 365-day year and the actual number of days elapsed, to the extent permitted by applicable law. Interest shall be due and payable on the Maturity Date, unless the Note is earlier converted pursuant to its terms, in which event such accrued and unpaid interest shall also be converted.
4. **Legend Removal.** In connection with any sale, assignment, transfer or other disposition (a “Sale”) of any Shares into which the Note is converted pursuant to its terms, to the extent that such Sale is made pursuant to Rule 144 promulgated under the Securities Act of 1933, as amended (“Rule 144”) provided that Rule 144 is available as an exemption from the registration requirements for such Sale, if requested by the Holder and upon delivery by the Holder of such customary representations and other documentation reasonably acceptable to the Company in connection with transactions relying upon Rule 144, the Company shall use commercially reasonable efforts to cause its transfer agent to remove any restrictive legends related to the book entry account holding such Shares sold or disposed of by the Holder without restrictive legends within two Business Days of such request from the Holder.
5. **Effect; Continuing Validity.** The Note is amended to the extent necessary to give effect to this Amendment, and the terms of this Amendment shall supersede any contrary terms in the Note . Each reference to the “Note” in the Note shall be deemed to refer to the Note as modified by this Amendment. Except as specifically set forth herein, the terms and conditions

of the Note shall remain unmodified and are hereby ratified by the parties. The Company acknowledges and agrees that, except as otherwise expressly provided in this Amendment, all terms, conditions and provisions of the Note shall continue in full force and effect and remain unaffected and unchanged. This Amendment in no way acts as a release or relinquishment of, and in no way affects, the liens, security interests and rights created by or arising under the Note or the related Security Agreement, or the priority thereof. Such liens, security interests and rights are hereby ratified, confirmed, renewed and extended in all respects. The Note, any other security for payment of the Note, and all rights, remedies, titles, liens and equities securing the Note as hereby modified and the indebtedness represented thereby are hereby recognized, renewed, extended and continued in full force and effect for the benefit of the Holder and the indebtedness evidenced thereby. An event of default under this Amendment shall constitute an Event of Default under the Note.

6. **Not a Novation.** This Amendment is a modification only and not a novation. This Amendment is to be considered attached to the Note and made a part thereof. This Amendment shall not release or affect the liability of any guarantor, surety or endorser of the Note, or release any owner of collateral securing the Note. The validity, priority and enforceability of the Note shall not be impaired hereby.

7. **Miscellaneous.** This Amendment shall be governed by and construed in accordance with the laws of the State of New York. This Amendment may be executed in counterparts, each of which, when so executed, shall be deemed an original, but all such counterparts, taken together, shall constitute one and the same instrument. Delivery of an executed counterpart of this Amendment electronically shall be equally as effective as delivery of a manually executed counterpart of this Amendment. No waiver of any provision of this Amendment shall be effective or enforceable unless made in writing signed by the party waiving any right or privilege hereunder.

**IN WITNESS WHEREOF**, the Company and the Holder have caused this Omnibus Amendment to be duly executed by a duly authorized representative as of the date first written above.

**COMPANY:**  
**QT IMAGING HOLDINGS, INC.**

By: /s/ Dr. Raluca Dinu  
Name: Dr. Raluca Dinu  
Title: Chief Executive Officer

**HOLDER:**  
**FUNICULAR FUNDS, LP**  
**a Delaware limited partnership**

By: /s/ Jacob Ma-Weaver  
Name: Jacob Ma-Weaver  
Title: Managing Member of the General Partner