

**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): April 3, 2024

QT IMAGING HOLDINGS, INC.

(Exact name of Registrant as specified in its charter)

Delaware
(State or other jurisdiction of
incorporation or organization)

001-40839
(Commission
File Number)

86-1728920
(I.R.S. Employer
Identification Number)

**3 Hamilton Landing, Suite 160
Novato, CA 94949**
(Address of principal executive offices)

(650) 276-7040
(Registrant's telephone number, including area code)

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

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 Definitive Material Agreement

On April 3, 2024, QT Imaging Holdings, Inc. (the “**Company**”) entered into that certain Data Use and License Agreement (the “**Data Use and License Agreement**”) with QT Imaging Center (“**QT Imaging Center**”), a California sole proprietorship of Dr. John Klock, a member of the Company’s board of directors, that conducts a medical practice and provides medical services, pursuant to which the Company was granted a license to use and disclose certain de-identified health information, as has been de-identified by QT Imaging Center in accordance with applicable law, for use in research and analytical processes in connection with the Company’s development and commercialization of the QT Ultrasound Breast Scanner-1 and other technologies.

In addition, on April 5, 2024, the Company entered into that certain Services Agreement (the “**Services Agreement**”) with QT Imaging Center dated as of April 1, 2024 pursuant to which QT Imaging Center agreed to provide its services to the Company, including but not limited to providing healthcare services to patients, assisting with clinical trials and studies and assisting with drafting of institutional review board approved clinical protocols, assisting with the performance of research and development activities on behalf of the Company, providing comprehensive multi-day training on the operation of breast imaging technology for radiologist customers and other customer staff such as technicians, performing clinical validation of imaging software changes which may include recruiting patients, training of NXC personnel or Canon or its affiliates personnel on the operation of the Company’s imaging technology, as well as other services as specified in the Services Agreement. QT Imaging Center will receive \$450 per hour for these services to be performed by Dr. Klock for a minimum of 15 hours a week as needed by the Company and its business and technical partners and not to exceed 60 hours per month (unless requested by the Company and agreed to by Dr. Klock). The parties have agreed that this compensation is the fair market value for the professional time of Dr. Klock, without taking into consideration the volume of value of any referrals of business between the parties. The QT Imaging Center will submit to the Company a written report listing the deliverables and the work hours (in increments of one quarter hour) rendered by the QT Imaging Center during the previous three calendar months (the “**Quarterly Report**”) no later than five business days following the end of the last calendar month included in the Quarterly Report. The Company shall pay the compensation for the services to the QT Imaging Center on a quarterly basis no later than fifteen business days after the month of the Company’s receipt of the Quarterly Report, unless there is a dispute concerning the Quarterly Report, in which case the Company shall timely communicate such dispute to the QT Imaging Center. The term of the Services Agreement is one year unless earlier terminated and shall auto-renew for successive one-year periods, unless otherwise terminated. However, the parties agree to review and possible revise the terms of the Service Agreement on July 1, 2024 if such terms are not satisfactory to either party.

The foregoing description is qualified in its entirety by reference to the Services Agreement and the Data Use and License Agreement and, copies of which are attached hereto as Exhibit 10.1 and 10.2, respectively, and incorporated herein by reference.

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits:

Exhibit	Description
10.1	<u>Services Agreement, dated as of April 1, 2024 and entered into on April 5, 2024, by and between QT Imaging Center and QT Imaging Holdings, Inc.</u>
10.2	<u>Data Use and License Agreement, dated April 3, 2024, by and between QT Imaging Center and QT Imaging Holdings, Inc.</u>
104	Cover Page Interactive Data File (embedded within the Inline XBRL document)

SIGNATURE

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

Dated: April 8, 2024

QT IMAGING HOLDINGS, INC.

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



SERVICES AGREEMENT

THIS SERVICES AGREEMENT (this "Agreement") is entered into on April 3, 2024 (the "Effective Date"), by and between **QT Imaging Center**, a California sole proprietorship of John C. Klock, M.D., with its principal place of business at 3 Hamilton Landing, Suite 180, Novato, CA 94949 (the "Practice"), and **QT Imaging Holdings, Inc.**, a Delaware Corporation located at 3 Hamilton Landing, Suite 160, Novato, CA 94949 ("Company"). Company and Practice may be referred to collectively as the "Parties" and individually as a "Party."

WHEREAS, Company is a medical device company that desires the assistance of Practice with the provision of certain services; and

WHEREAS, Practice conducts a medical practice with an office in California (the "State"), which provides medical services, including the performance of breast imaging using the QT Ultrasound Breast Scanner-Model 1000A, to patients through duly licensed physicians and other clinical professionals, including technicians (each a "Provider" and together "Providers"); and

WHEREAS, Providers are (i) duly licensed to practice medicine and provide other professional services under the laws of California; (ii) are qualified to provide the Services described herein; and Practice (iii) wishes to furnish the Services (defined below) in accordance with the terms and conditions of this Agreement; and

WHEREAS, Company wishes to engage Practice, and Practice desires to be engaged by Company to provide the Services under the terms, covenants and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree to the following:

1. Services.

1.1 During the Term, Practice, through its Providers shall perform for the Company the services described in Schedule 1 (the "Services") in accordance with and on the schedule specified in Schedule 1. Practice shall ensure that the Providers provide the Services in a proficient and professional manner consistent with the highest standards in the field and to the satisfaction of the Company. The Services shall be performed only by Practice and shall not be assigned, subcontracted, or otherwise delegated without the prior written consent of the Company.

1.2 Practice shall ensure that Providers maintain timely, complete, and accurate clinical records for all treatment provided in accordance with prevailing standards of care, all applicable statutes and government agency regulations, rules, orders and directives, the reasonable requirements of any third party payer, or the policies, procedures, or manuals of the Practice, whichever is the most restrictive, including, but not limited to, the applicable record retention period required by the laws in the State.

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2. **Compensation.**

2.1 In connection with the Services, the Company shall pay Practice the compensation described in Schedule 1. The parties acknowledge that the compensation is a fair market value compensation for the professional time of the John Klock, MD. Practice shall submit to the Company a written report listing the deliverables and the work hours (in increments of one quarter hour) rendered by the Practice, through its Providers during the previous three calendar months (the “Quarterly Report”), in the form attached hereto on Schedule 2, no later than five (5) business days following the end of the last calendar month included in that Quarterly Report. Company shall pay Practice, on a quarterly basis, within fifteen (15) business days after the month of Company’s receipt of the Quarterly Report, unless there is any dispute concerning the Quarterly Report, in which case Company shall timely communicate such dispute to Practice.

2.2 The Parties acknowledge and agree that the amounts payable by Company under this Agreement represent the Parties’ good faith determination of the fair market value of the Services to be provided hereunder, without taking into consideration the volume or value of any referrals of business between the Parties. No amount paid hereunder is intended to be, nor shall it be construed to be, an inducement or payment for referral of, or recommending referral of, patients by any Party or its affiliates to any other Party or its affiliates, for the purchase, lease or ordering, or arranging for the purchase, lease or ordering of any item or service covered by any governmental, third party payor, or any patient. This Agreement is intended and shall be construed to comply with the federal Anti-Kickback Statute, 42 U.S.C. § 1320a-7b, and its applicable safe harbors, and any similar state law equivalent.

2.3 Records and Documentation. Practice shall promptly and timely create and maintain complete and accurate records, reports, claims and other documentation for all professional services rendered by Providers during the Agreement, in accordance with applicable law. All (i) case records and other documents relating to a patient of the Practice (including patients treated by Provider during the Term), (ii) patient lists, or (iii) files related to any services provided by or on behalf of Company or derived from the examination or treatment of Company’s patients (collectively, “Medical Records”) shall belong to and remain the property of Practice.

3. **Term; Termination.**

3.1 This Agreement is effective as of the Effective Date set forth above and shall continue in full force and effect for one (1) year unless earlier terminated in accordance with this Section 3 (the “Term”). This Agreement shall auto-renew for successive one (1) year periods unless otherwise terminated in accordance with Section 3.2. The foregoing notwithstanding, the parties agree to review and possibly revise the terms of this Agreement on July 1, 2024 if such terms are not satisfactory to either party.

3.2 Termination.

(a) Termination Without Cause: Either Party may terminate this Agreement for any reason upon thirty (30) days prior written notice to the other Party.

(b) Termination by Company. If any one or more of the following events shall occur, Company may, at its option, immediately terminate this Agreement upon the delivery of written notice to Provider:

(i) if there shall occur any revocation or suspension of a Provider’s license or ability to furnish Services in the State or any other jurisdiction;

(ii) if there shall occur any revocation or termination of a Provider’s malpractice insurance;

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(iii) if a Provider is convicted of or pleads guilty or *nolo contendere* to fraud, theft, any felony, or any other crime involving dishonesty or moral turpitude;

(iv) if a Provider is guilty of gross negligence or serious misconduct in connection with the provision of professional health care services or any performance hereunder;

(v) if this Agreement or any part thereof is transferred to or assigned by Practice to any person or entity, except as may be otherwise herein permitted;

(vi) upon the filing of a petition in voluntary bankruptcy or an assignment for the benefit of creditors by Practice, or upon other action taken or suffered, voluntarily or involuntarily, under any federal or state law for the benefit of insolvents by Practice, except for the filing of a petition in involuntary bankruptcy against Practice with the dismissal thereof within thirty (30) days thereafter;

(vii) in the event that Practice, or a Provider, is suspended or excluded from participation in federal health care programs, any state program, or any government procurement or non-procurement program, including but not limited to inclusion on the Office of the Inspector General's List of Excluded Individuals and Entities, the General Services Administration's SAM database, or any state Medicaid Program's exclusion file;

(viii) in the event that legal counsel determines that more likely than not this Agreement is in violation of any federal statute, rule or regulation, or any statute, rule or regulation of any jurisdiction where Practice, or a Provider, furnishes Services, including but not limited to, any medical and state health care programs, fraud and abuse or state laws governing fee-splitting, then the Parties agree to negotiate, in good faith, amendments to this Agreement to conform to such statute, rule or regulation. If the Parties are unable to negotiate such amendment in good faith within sixty (60) days, then, in such event, this Agreement may be immediately terminated by either Party upon written notice to the other Party; or

(ix) a Provider dies, is incapacitated or is adjudicated incompetent.

(c) Effect of Termination. Upon the termination of this Agreement, Practice shall immediately cease performing Services and discontinue use of and return to the Company, Company-provided materials and/or, at the Company's option, destroy all Confidential Information (as defined below) and copies thereof. No termination of this Agreement shall in any way affect the survival of any right, duty, or obligation which is expressly stated elsewhere in this Agreement to survive such termination, including Practice's continuing obligations to the Company under Sections 4 and 5.

4. Confidentiality.

4.1 Company Confidential Information. Practice shall hold in strict confidence, and not use, except for the benefit of the Company, and not disclose to any person without written authorization of the Company, any Confidential Information of the Company. "Confidential Information" means any proprietary or confidential information, technical data, trade secrets or know-how, including, but not limited to, research, product plans, products, services, patient lists, patient records and data, markets, software, developments, inventions, processes, formulas, technology, designs, drawings, engineering, marketing, distribution and sales methods and systems, sales and profit figures, finances and other business information disclosed to Practice by or on behalf of the Company, either directly or indirectly, whether in writing, orally or by drawings or inspection of documents or other tangible property; provided, that Confidential Information shall not include any of the foregoing items to the extent they have become publicly known and made generally available through no wrongful act of Practice.

4.2 Title; No License; Return. All documents and materials containing or embodying Confidential Information shall remain the property of the Company. Practice understands that this Agreement does not grant Practice a license in or to any of the Confidential Information. Upon the request of the Company, Practice shall promptly return or, in the case of electronic files, destroy all Confidential Information and all copies, extracts and other objects or items in which it may be contained or embodied. With regard to patient records specifically, all records of patients of the Company, including, without limitation, accounts, ledger cards, laboratory reports, computer records and programs and any other pertinent information concerning patients of the Company, whether or not the patients were actually treated by Practice or the records prepared by Practice, shall be and shall remain the property of the Company and Practice shall have no property rights in said property except as expressly permitted in this Agreement. Practice agrees not to take any action that would, directly or indirectly, damage or impair the Company's rights, title and interest in and to any patient records. Practice agrees not to accept or otherwise acquire in Practice's possession any copy of said records or other confidential patient information of the Company including, by way of example and not limitation, patient lists, except with the Company's written consent or as provided below.

4.3 Third Party Information Held by Practice. Practice shall not improperly use or disclose to the Company or any of its directors, officers, employees or agents, any Confidential Information of any current or former client or other person or entity with whom Practice has an agreement or duty to keep such information confidential, and that Practice shall not bring onto the premises of the Company any such information in any medium unless consented to in writing by such client, person or entity.

4.4 Third Party Information Held by the Company. Practice recognizes that the Company has received, and in the future may receive, from third parties Confidential Information subject to a duty on the Company's part to maintain the confidentiality of such information and to use it only for certain limited purposes. Practice shall hold all such information in strict confidence and not disclose it to any person or entity or use it except as necessary in carrying out Services, consistent with the Company's agreement with such third party. For purposes of this Agreement, such third-party information shall be deemed part of the Confidential Information of the Company.

4.5 Required Disclosure of Confidential Information. If Practice is required by law or court or governmental order to disclose Confidential Information, Practice shall give the Company prompt written notice of such requirement such that the Company shall have the opportunity to apply for a protective order, injunction or for confidential treatment of such Confidential Information.

4.6 Defend of Trade Secrets Act. Pursuant to the Defend Trade Secrets Act of 2016, Practice acknowledges that Practice will not have criminal or civil liability under any federal or state trade secret law for the disclosure of a trade secret that: (a) is made (i) in confidence to a federal, state, or local government official, either directly or indirectly, or to an attorney and (ii) solely for the purpose of reporting or investigating a suspected violation of law; or (b) is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal. In addition, if Practice files a lawsuit for retaliation by the Company for reporting a suspected violation of law, Practice may disclose the trade secret to its attorney and may use the trade secret information in the court proceeding, if Practice (1) files any document containing the trade secret under seal and (2) does not disclose the trade secret, except pursuant to court order.

4.7 Practice and Company shall maintain the privacy and security of any individually identifiable patient health information received or created during the course and in the scope of his or her service relationship under this Agreement in accordance with all applicable state and federal laws and regulations. The Parties acknowledge and agree that the Practice does not currently engage in any electronic standard transaction and accordingly is not subject to the privacy and security standards of the Health Insurance Portability and Accountability Act of 1996 set forth at 45 CFR parts 160, 162, and 164 (collectively “HIPAA”) and the Health Information Technology for Economic and Clinical Health Act of 2009 (“HITECH”). If, in the event, the Practice is subject to HIPAA, the Parties shall comply with HIPAA and determine whether they need to enter into a business associate agreement, if required by HIPAA based on the Services performed under this Agreement.

4.8 Practice agrees to return, or, at Company’s election, destroy, all copies of Confidential Information of Company related thereto to Company at Practice’s expense, promptly upon the expiration or earlier termination of this Agreement.

5. **Ownership of Results and Data.**

5.1 **Assignment of Inventions.** Practice shall promptly make full written disclosure to the Company, shall hold in trust for the sole right and benefit of the Company, and hereby assigns, transfers and conveys to the Company, or its designee, all of Practice’s worldwide right, title and interest in and to any and all inventions, original works of authorship, findings, conclusions, data, discoveries, developments, concepts, improvements, trade secrets, techniques, processes and know-how, whether or not patentable or registrable under patent, copyright or similar laws, that Practice or a Provider may solely or jointly conceive, develop or reduce to practice, or cause to be conceived, developed or reduced to practice, in the performance of the Services or that result, to any extent, from use of the Company’s premises or property (collectively, the “**Inventions**”), including any and all moral rights and intellectual property rights inherent therein and appurtenant thereto, including, but not limited to, all patent rights, copyrights, trademarks, know-how and trade secrets and the rights to apply for the same (collectively, “**Intellectual Property Rights**”). The obligations of this **Section 5** do not apply to any Inventions made by Practice prior to its engagement that are identified in **Schedule 3** hereto.

5.2 **Further Assurances.** Upon the request and at the expense of the Company, Practice shall execute and deliver any and all instruments and documents and take such other acts as may be necessary or desirable to document the assignment and transfer described in **Section 5.1** or to enable the Company to secure its rights in the Inventions and Intellectual Property Rights relating thereto in any and all jurisdictions, or to apply for, prosecute and enforce Intellectual Property Rights in any and all jurisdictions with respect to any Inventions, or to obtain any extension, validation, re-issue, continuance or renewal of any such Intellectual Property Right. Without limiting the foregoing, Practice shall disclose to the Company all pertinent information and data with respect thereto and shall execute all applications, specifications, oaths and all other instruments which the Company deems necessary in order to apply for and obtain such rights and in order to assign and convey to the Company the sole and exclusive right, title and interest in and to such Inventions and any Intellectual Property Rights relating thereto. If the Company is unable for any other reason to secure Practice’s signature to apply for or to pursue any application for any United States or foreign patent, trademark, copyright or other registration covering Inventions assigned to the Company hereunder, then Practice hereby irrevocably designates and appoints the Company and its duly authorized officers and agents as Practice’s agent and attorney in fact, to act for and in Practice’s behalf and stead to execute and file any such applications and to do all other lawfully permitted acts to further the prosecution and issuance of letters patent or trademark, copyright or other registrations thereon with the same legal force and effect as if executed by Practice.

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6. **Compliance with Laws and Regulations.** The Services to be provided by the Practice and each Provider pursuant to this Agreement shall be provided in compliance with: (i) all applicable federal and state laws and regulations.

7. **Representations, Warranties and Covenants of the Practice.** Practice hereby represents, warrants, and covenants, as of the Effective Date, and during the Term, that:

7.1 Practice has the power and authority to enter into this Agreement;

7.2 each Provider maintains a valid and unrestricted license to practice medicine, or any other applicable license, certification, or comparable permit required to practice Provider's profession in the State;

7.3 each Provider maintains in good standing state and federal registrations to prescribe and dispense controlled substances, to the extent applicable;

7.4 each Provider is not in violation of any licensure or accreditation requirement applicable to such Provider under any law, federal or state program, or applicable agency rules;

7.5 each Provider is board certified by the American Board of Internal Medicine or other applicable board based on Provider's license, certification, or permit, if applicable;

7.6 each Provider has not been convicted of any felony, or of any misdemeanor conviction relating to fraud, the delivery of or billing for healthcare items or services, controlled substances, patient abuse or neglect, obstruction of an investigation, or any theft or other financial misconduct, nor made an admission of guilt of, or plead nolo contendere with respect to, any such conduct;

7.7 each Provider will comply with all applicable continuing education requirements applicable to the Provider and obtain, at Provider's expense, any and all continuing education credits as required by applicable federal and state laws;

7.8 each Provider shall use sound and professional principles and practices in the performance of the Services in accordance with normally accepted industry standards, and that the performance will reflect such Provider's best professional knowledge, skill and judgment;

7.9 Practice and each Provider is not currently the target or subject of any investigation, inquiry or audit, nor has the Provider received any written notice nor is the Provider otherwise aware of any pending or threatened investigation, inquiry or audit by any federal, state or local governmental authority;

7.10 Practice will provide Company with certifications and records (including, as appropriate, copies of each Provider's professional licenses) as Company may request from time to time, during or after the Term of this Agreement, to verify that each Provider is qualified to perform the services required of Provider under this Agreement;

7.11 Practice and each Provider are not currently subject to any malpractice action, claim or threat thereof; and

7.12 Practice will provide immediate written notice to the Company of any of the following: (i) the commencement or resolution of any investigation or proceeding by any licensing authority, or other governmental body or agency; (ii) any malpractice action which is commenced, adjudicated, or settled; (iii) any change in the representations or warranties in this Section 7; or (iv) any conviction or plea of guilty or nolo contendere of any Provider to a crime in a court of competent jurisdiction.

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8. **Malpractice Insurance.** Practice shall procure and maintain throughout the Term, professional liability insurance coverage on behalf of the Services provided by the Practice and each Provider for the Company in the minimum amount of \$1,000,000.00 per occurrence and \$3,000,000.00 per annual aggregate (“Malpractice Insurance”). Practice shall not alter, cancel or terminate any insurance coverage without the Company’s prior written consent.

9. **Miscellaneous.**

9.1 **Independent Contractor; No Agency.** Nothing in this Agreement shall in any way be construed to constitute Practice or any Provider as an agent, employee or representative of the Company, but rather, Practice, through its Providers shall perform the Services hereunder as an independent contractor. Practice acknowledges and agrees that Practice is obligated to report as income all compensation received pursuant to this Agreement, and Practice agrees to and acknowledges the obligation to pay all taxes thereon and that Practice’s Providers will not be eligible for any employee benefits and expressly waives any entitlement to such benefits. Practice acknowledges and agrees that Practice will use Practice’s own discretion in performing the tasks assigned, within the scope of work specified by the Company. Practice further agrees to indemnify the Company, its affiliates and their respective officers, directors, employees, agents, representatives, contractors, shareholders, successors and assigns, and hold it and them harmless to the extent of any obligation imposed on the Company (i) to pay withholding taxes or similar items or (ii) resulting from Practice being determined not to be an independent contractor. Except insofar as it would preclude Practice from providing the Services under this Agreement, Practice and each Provider is free to perform services for any other person.

9.2 **Equitable Relief.** Practice agrees that any breach or threatened breach of Sections 4, 5, or 7 may cause irreparable damage to the Company which monetary damages may not adequately remedy. In the event of such breach or threatened breach by Practice, the Company shall have, in addition to any and all remedies that may be available in law, equity, or otherwise, the right to obtain injunctive relief against the breach or threatened breach of this Agreement.

9.3 **Assignment; No Third-Party Beneficiaries.** Practice may not assign this Agreement without the prior written consent of the Company. Company may assign this Agreement without Practice’s consent. All of the terms and provisions of this Agreement shall be binding upon and inure to the benefit of and be enforceable by the respective heirs, executors, administrators, legal representatives, successors and permitted assigns of the Parties. Nothing in this Agreement, express or implied, is intended to confer on any person or entity other than the Parties hereto or their respective successors and permitted assigns, any benefits, rights or remedies.

9.4 **Arbitration.**

(a) The Parties agree that all disputes arising out of or relating to this Agreement will be subject to mandatory binding arbitration through arbitration administered by the American Health Law Association Dispute Resolution Service and conducted pursuant to the AHLA Rules of Procedure for Arbitration in effect at the time of submission, as modified by this Section 9.4(a). The arbitration will be heard and determined by a single arbitrator selected by mutual agreement of the Parties, or, failing agreement within thirty (30) days following the date of receipt by the respondent of the claim, by the AHLA Administrator pursuant to the process set forth in Rule 3.2 of the AHLA Rules of Procedure for Arbitration.

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Such arbitration will take place in Marin County, California. The arbitration award so given will be a final and binding determination of the dispute, and will be fully enforceable in any court of competent jurisdiction. Except in a proceeding to enforce the results of the arbitration or as otherwise required by law, neither Party nor any arbitrator may disclose the existence, content or results of any arbitration hereunder without the prior written agreement of both Parties.

(b) Such award shall be the exclusive remedy to the Parties. Any money judgments made hereunder shall be promptly paid in U.S. Dollars. Any costs, fees, or taxes incident to enforcing any award hereunder shall be charged against the Party or Parties resisting such enforcement.

(c) Notwithstanding anything to the contrary in this provision, the Parties may seek the interim relief necessary to maintain the status quo prior to arbitration in any court of competent jurisdiction.

9.5 Governing Law and Jurisdiction. This Agreement shall be governed by and interpreted in accordance with laws of the State of California without giving effect to any conflict of laws provisions.

9.6 Indemnification. Practice agrees to indemnify, defend, and hold harmless the Company and its affiliates and their respective officers, directors, employees, agents, representatives, contractors, shareholders, successors and assigns, from and against any and all liability, loss, claim, demand, damage, obligation, tax, penalty, expense or cost, including defense costs, legal fees, and prejudgment interest, incurred in connection with or arising out of (i) Practice's breach of any representation and warranty made by the Practice in this Agreement, (ii) claims for damages of any nature whatsoever, including, but not limited to, bodily injury, death, personal injury, medical malpractice or property damage arising from the Practice's delivery of the Services or the Practice's performance or failure to perform the Practice's obligations hereunder; (iii) any error, omission or malfeasance of the Practice; (iv) any determination by a court or agency that the Practice is not an independent contractor; (v) any breach by Practice of any of the covenants contained in this Agreement; (vi) any efforts by the Company to enforce its rights under Section 4 or 5 of this Agreement; and (vii) any other circumstances provided by law.

9.7 Notices.

(a) Any notice hereby required or permitted to be given shall be sufficiently given if in writing and delivered in person, by facsimile transmission, electronic mail, overnight delivery service or U.S. mail, in which event it may be mailed by first-class, certified or registered, postage prepaid, to either Party at the address of such Party or such other address as shall have been designated by written notice by such Party to the other Party.

(b) Any notice or other communication required or permitted to be given under this Agreement will be deemed given (i) on the day when delivered in person, (ii) on the first business day of or after the date of confirmation that the facsimile has been successfully transmitted to the facsimile number for the Party notified if sent by facsimile, (iii) on the first business day of or after the date of receipt by the Party notified if sent by electronic mail, (iv) on the first business day after deposited with a nationally recognized overnight delivery service, or (v) on the third business day after the day on which such notice was mailed in accordance with this Section.

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Any notice provided pursuant to this Agreement shall be provided:

To Practice: John C. Klock, M.D.
3 Hamilton Landing, Suite 180
Novato, CA 94949
Attn: John C. Klock, M.D.
Email: ***

To Company: QT Imaging Holdings, Inc.
3 Hamilton Landing, Suite 160
Novato, CA 94949
Attn: Dr. Raluca Dinu
Email: ***

9.8 Entire Agreement, Amendment and Waiver. This Agreement (including the schedules hereto) is the sole agreement between Practice and the Company with respect to the Services and it supersedes all prior agreements and understandings with respect thereto, whether oral or written. No amendment, supplement or other modification to any provision of this Agreement shall be binding unless in writing and signed by both Practice and the Company. No waiver of any rights under this Agreement shall be effective unless in writing signed by the Party to be charged. A waiver of a breach or violation of any provision of this Agreement will not constitute or be construed as a waiver of any subsequent breach or violation of that provision or as a waiver of any breach or violation of any other provision of this Agreement.

9.9 Severability. If any provision of this Agreement or application thereof to anyone or under any circumstances is adjudicated to be invalid or unenforceable in any jurisdiction, such invalidity or unenforceability shall not affect any other provision or application of this Agreement which can be given effect without the invalid or unenforceable provision or application and shall not invalidate or render unenforceable such provision or application in any other jurisdiction.

9.10 Headings. The headings in this Agreement are intended solely for convenience or reference and shall be given no effect in the construction or interpretation of this Agreement.

9.11 Counterparts. This Agreement may be executed in two or more counterparts, including electronic counterparts, each of which shall be deemed to be an original as against any Party whose signature appears thereon, but all of which together shall constitute but one and the same instrument.

[Signature Page Follows]



IN WITNESS WHEREOF, the undersigned, intending to be legally bound, have duly executed this Agreement as of the Effective Date.

QT IMAGING HOLDINGS, INC.

By: /s/ Dr. Raluca Dinu

Name: Dr. Raluca Dinu

Title: Chief Executive Officer

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PRACTICE

By: /s/ John C. Klock, M.D.

Name: John C. Klock, M.D.

Title: Sole Proprietor

SCHEDULE 1

Services and Compensation

1. **Services:** Practice, through its Providers will render the following Services set forth below for the Company, with all access to the QT Imaging Center requiring appropriate notice, which shall not be unreasonably withheld, so as not to disturb the clinical services being provided by the Practice to its regular patients.
 - a. The provision of healthcare services within the scope of Provider's license to Company's patients which includes obtaining patient information, qualifying patients, performing appropriate imaging and providing professional reading services.
 - b. Assistance with clinical trials and other studies and assisting with drafting of institutional review board ("IRB") approved clinical protocols.
 - c. Assistance to perform the following activities for R&D purposes in the QT Imaging Center:
 - a. QT Imaging Holdings R&D personnel should have access to the QT Imaging Center to perform R&D related scans such as phantom scans and/or scanning of models for product improvements;
 - b. QT Imaging Holdings R&D personnel should have access to the QT Imaging Center as a beta site for released hardware/software updates;
 - c. QT Imaging Holdings personnel should have access to the QT Imaging Center for marketing and sales/demo purposes.
 - d. Comprehensive multi-day training on the operation of breast imaging technology for radiologist customers and other customer staff such as technicians, which includes providing lectures and written training materials, hands-on instruction in operation of the scanner and the scanner software, including supervised imaging of at least ten (10) patients (provided by the Practice) for each person taking the training.
 - e. Performance of clinical validation of imaging software changes, which may include recruiting patients, providing anonymized dicom images, creating appropriate testing instruments, performing the analyses and writing reports (if requested by the Company).
 - f. Performing visual grading analysis on imaging software and hardware upgrades, which may include recruiting patients, providing anonymized dicom images, creating appropriate testing instruments, performing the analyses and writing reports (if requested by the Company).
 - g. Blinded reading and annotation of QT images towards development of AI/ML-based algorithms by QT Imaging Holdings, which may include recruiting patients, providing anonymized dicom images, creating appropriate testing instruments, performing the analyses and writing reports (if requested by Company).
 - h. Training of NXC personnel or Canon or its affiliates personnel on the operation of the Company's imaging technology, as described in d. above.
 - i. Training of radiologist or non-medical professionals (at the request of the Company) in the interpretation of QT images, which includes providing a series of lectures and written training materials, self-testing exams of more than 100 images exemplifying normal and abnormal findings and an examination – using the QT Viewer application—consisting of blinded readings of more than 300 cases of normal and abnormal findings that demonstrate the expanse of findings likely to be encountered in clinical use of the QT scanner.
 - j. At the request of Company, provide clinical application support for Company's customers.
 - k. At the request of Company, provide sales support for Company's sales staff, which may include providing clinical case studies, medical validation information or other types of communication required for selling. This may include attendance at Trade Shows or other marketing events.

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The parties agree that none of these services include travel and other expenses. If the Company requests that Provider travel to provide the Services, Provider shall have such travel and expenses approved by Company, in advance, in writing, and in accordance with the Company's travel policies and procedures.

2. **Schedule:** Practice, through its Providers will perform Services as agreed upon by the parties.
3. **Fees:** Practice will receive \$450 per hour for the Services of Dr. John C. Klock provided under this Agreement, for a minimum of fifteen (15) hours weekly in excess of 15 hours per week as needed by the company and its business and technical partners and not to exceed 60 hours per month (unless requested by the Company and agreed to by Klock, as set forth in the Quarterly Report, reviewed and approved by the Company).
4. If additional Providers provide Services under this Agreement, the Parties shall amend this Schedule 1 to set forth the hourly compensation for such Providers.

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SCHEDULE 2
Sample Quarterly Invoice

Time Period: Quarter of _____, 202__

Date:	Services Rendered (include which Provider rendered the service):	Time Spent (in 1/4 hour increments):	Amount Owed:
			<u>Total:</u> \$

Practice hereby certify that this is a true and accurate description of the Services performed by each Provider and the time spent. Practice acknowledges that this form must be completed in its entirety prior to submission and payment of compensation.

Practice Signature

Date

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DATA USE AND LICENSE AGREEMENT

THIS DATA USE AND LICENSE AGREEMENT (the “Agreement”) is made and entered into as of April 3, 2024 (the “Effective Date”), by and between **QT Imaging Center**, a California sole proprietorship of John Klock, M.D (“Discloser”), and **QT Imaging Holdings, Inc.**, a Delaware corporation (“Recipient”).

WHEREAS, Recipient is a medical device company that works with Discloser on Recipient’s QT Ultrasound Breast Scanner-1;

WHEREAS, Recipient and Discloser are parties to a certain Services Agreement whereby Discloser provides certain clinical and related services to Recipient;

WHEREAS, Discloser, through its medical practice has obtained health information related to various clinical trials and other clinical services performed;

WHEREAS, Discloser has taken such identifiable health information and de-identified it in accordance with applicable law, and desires to provide the de-identified health information to Recipient for various analytical purposes to further Recipient’s mission; and

WHEREAS, Recipient wishes to obtain a license to use and further disclose such de-identified health information pursuant to the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained in this Agreement, the adequacy of which is hereby acknowledged, the parties agree as follows:

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

- a.** “CCPA” shall mean the California Consumer Privacy Act and its implementing regulations, as amended from time to time.
- b.** “CMIA” shall mean the California Confidentiality of Medical Information Act and its implementing regulations, as amended from time to time.
- c.** “De-Identified Health Information” shall mean health information that has been processed to remove or obscure any personal identifiers, in compliance HIPAA, CCPA, CMIA, and other applicable laws, so that the information does not identify individuals and there is no reasonable basis to believe that the information can be used to identify an individual.
- d.** “HIPAA” shall mean the Health Insurance Portability and Accountability Act and its implementing regulations, as amended from time to time.
- e.** “Recipient’s IT Assets” means, without limitation, Recipient’s information technology systems, servers, assets, or other electronic storage media.

2. Data Transfer. The parties hereby acknowledge that Recipient is already in possession of de-identified patient information (including dicom imaging files and certain de-identified patient information) that was obtained by recipient in the ordinary course of its business as a clinical medical center and as a former cooperating entity with QT Imaging Inc., which is now part of Recipient. This former cooperation was in the form of Discloser providing to QT Imaging Inc.: (a) clinical validation evidence for QT Imaging Inc.; (b) performing clinical trials for QT Imaging Inc. and (c) providing clinical data for QT Imaging Inc. to use in its applications to the United States

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Food and Drug Administration (“FDA”). The parties acknowledge that the Discloser is under no obligation to provide clinical data to Recipient; however, Discloser agrees to do so voluntarily, under this Agreement for the purposes of assisting Recipient with the improvement of its medical imaging technology. Furthermore, the parties acknowledge that should the Discloser incur certain costs as a result of de-identifying any information to provide the De-Identified Health Information to Recipient, that Recipient will reimburse Discloser for these costs, provided that they are approved in advance by Recipient, in writing. Recipient shall make all requests for data transfer from the Discloser in writing and will describe the De-Identified Health Information needed and the purpose for which the De-Identified Health Information is to be used. The parties agree to cooperate fully to ensure the secure and safe disclosure of the De-Identified Health Information from Discloser to Recipient. Such cooperation shall include joint efforts to establish protocols and measures that maintain the integrity and confidentiality of the De-Identified Health Information during its transmission. The secure transfer of this first data set of the De-Identified Health Information shall take place on April 3, 2024, or at other such date as communicated between the parties in writing. Further, to the extent Discloser continues to obtain new De-Identified Health Information, Discloser and Recipient will work together to provide for additional transfers of such subsequent De-Identified Health Information, as communicated between the parties in writing. Discloser agrees not to transmit any worms or viruses, spyware, malware, or any other harmful or destructive code in providing Recipient with De-Identified Health Information.

3. **Grant of License.** Subject to the terms and conditions of this Agreement, Discloser hereby grants to Recipient a perpetual, non-exclusive, royalty-free, worldwide license to use, sublicense, reproduce, modify, display, adapt, publish, distribute, and create derivative works of the De-Identified Health Information for any and all lawful purposes, including, but not limited to, conducting research, education, marketing, and product development and entering into agreements with third parties related to the same. Recipient acknowledges that such De-Identified Health Information shall be used respecting the limitations imposed by applicable privacy laws and regulations. As between Recipient and Discloser, all right, title and interest in any aggregation of or derivations of the De-Identified Health Information and all intellectual property rights therein, belong to and are retained solely by Recipient. Further, Recipient shall be permitted to aggregate data received from external sources with the De-Identified Health Information and to use and disclose such integrated data, provided that the integrated data remains de-identified in accordance with applicable laws.
4. **Discloser Representations and Warranties.** Discloser represents, warrants, and covenants to Recipient that prior to disclosing the De-Identified Health Information to Recipient:
 - a. It has obtained any necessary authorizations, consents, and other permissions that may be required under applicable laws, including federal and state privacy and security laws, any requirements under an informed consent pursuant to a clinical trial or subject to any requirements from an Institutional Review Board, and/or HIPAA, to the extent applicable, to allow Recipient to legally use the De-Identified Health Information as permitted by this Agreement;
 - b. It, in cooperation with Recipient and any third party, has de-identified the De-Identified Health Information in accordance with all applicable laws, regulations, and standards relating to the privacy, data protection, including without limitation, HIPAA, specifically 45 C.F.R. § 164.514, CCPA, CMIA, and any amendments thereto or regulations promulgated thereunder, or other applicable state laws depending on the source of such data;

- c. It has implemented and shall maintain all administrative, physical, and technical safeguards required to protect the De-Identified Health Information against unauthorized access, use, or disclosure; and
 - d. It will not provide De-Identified Health Information that infringes a patent, trademark, trade secret, copyright or other proprietary rights of another person or entity or that violates any rights of privacy or publicity, or that defame or libel any person or entity, or offer De-Identified Health Information that Discloser does not have a right to make available under any law or under contractual or fiduciary relationships.
- 5. Prohibition of Transfer of Identifiable Health Information.**
- a. *Prohibition of Transfer.* Discloser covenants that it shall not upload, transfer, store, process, or otherwise place any identifiable health information, as defined HIPAA, CCPA, CMIA, or any other applicable state law and their accompanying regulations, on Recipient's IT Assets. Discloser acknowledges and agrees that the insertion of identifiable health information into Recipient's IT Assets is strictly prohibited and would constitute a material breach of this Agreement.
 - b. *Maintaining Data Integrity.* Discloser shall implement and maintain appropriate safeguards designed to ensure that no identifiable health information is inadvertently or purposefully placed upon Recipient's IT Assets. These safeguards shall include, but are not limited to, data de-identification protocols, and periodic audits of data to be provided to Recipient under this Agreement.
 - c. *Immediate Notification and Remediation.* In the event that Discloser becomes aware, or has reason to believe, that any identifiable health information may have been transmitted to Recipient's IT Assets, Discloser shall immediately notify Recipient and take all necessary steps to remove such information and rectify the situation, including assisting with any necessary forensic investigations, at Discloser's sole expense.
- 6. Recipient Obligations.** Recipient agrees to:
- a. Use the De-Identified Health Information only for lawful purposes and in compliance with the terms of this Agreement.
 - b. Use any clinical information or data obtained from Discloser in compliance with any Institutional Review Board ("IRB") regulations or that the use of such clinical data will be certified as exempt from any IRB review, if Recipient uses such information for clinical trial, clinical studies, publications, or for regulatory submission purposes.
 - c. Implement and maintain appropriate security measures to protect the De-Identified Health Information from unauthorized use or disclosure as may be required by applicable law or regulation;
 - d. Not to re-identify, or attempt to re-identify, the de-identified data without prior written consent from Discloser and in full compliance with applicable laws and regulations; and
 - e. Notify Discloser upon becoming aware of the occurrence of any inadvertent re-identification of the Data.
 - f. Recipient acknowledges that by the end of April 2024, it does not have any identifiable patient data on any of its IT assets, including any off-site or back-up assets in the cloud or elsewhere.
- 7. No Warranty.** Except for the representations, warranties, and covenants expressly provided in this Agreement, the De-Identified Health Information is provided "AS IS" and Discloser makes no other warranties, express or implied, as to the accuracy, completeness, or fitness for a particular purpose of the De-Identified Health Information.

8. **Term and Termination.** This Agreement shall be effective as of the Effective Date and shall continue until terminated by either party upon one hundred twenty (120) days' written notice to the other party. This Agreement may also be terminated at any time by the mutual written agreement of the parties. In the event that either party substantially fails to perform any of its material obligations under this Agreement, the other party may give written notice to the non-performing party specifying the obligation(s) not performed and demanding performance within thirty (30) days. If at the end of the thirty (30) day period the non-performing party has not performed the specified obligation(s), the party giving notice may terminate this Agreement immediately upon additional written notice to the non-performing party within fifteen (15) days following the end of such thirty (30) day cure period. Upon termination or expiration of this Agreement, Recipient shall maintain the license set forth in Section 3 with respect to De-Identified Health Information provided up until the Termination Date, but there shall be no further transfer of new De-Identified Health Information between the parties.
9. **Indemnification.** Discloser shall indemnify, defend, and hold harmless Recipient, its officers, directors, employees, agents, successors, and assigns from and against any and all claims, actions, demands, liabilities, losses, damages, actions, judgments, penalties, settlements, fines, costs, and expenses of whatever kind (including lawyers' fees) arising out of or in connection with: (a) any breach by Discloser of any provision in this Agreement; (b) any third-party claim that the use of the De-Identified Health Information by Recipient in accordance with the rights granted to it under this Agreement infringes upon, violates, or contravenes any law, regulation, or rights of a third party; or (c) any breach by Recipient of applicable law. However, Discloser will not be obligated to indemnify Recipient to the extent that any such claim arises from Recipient's violation of Section 6. This Section 9 shall survive termination of the Agreement.
10. **Independent Contractors.** The parties to this Agreement are independent contractors with respect to all matters contained herein and are not agents of the other. Nothing in this Agreement is intended or shall be construed to create any employer/employee relationship, joint venture relationship, or to allow the parties to exercise control over one another or the manner in which their employees or agents perform their obligations under this Agreement.
11. **Notice.** All notices, consents, waivers and other communications required or permitted under this Agreement shall be sufficiently given for all purposes hereunder if in writing and (i) hand delivered, (ii) sent by certified or registered mail, return receipt requested and proper postage prepaid, or (iii) sent by a nationally recognized courier service, in each case to the address and to the attention of the person (by name or title) set forth on, or to such other address and to the attention of such other person as a party may designate by written notice to the other party:

If to Company:

QT Imaging Holdings, Inc.
3 Hamilton Landing, Suite 160
Novato, CA 94949
Attn: Dr. Raluca Dinu

with a mandatory copy (which shall not constitute effective notice) to:

DLA Piper LLP

555 Mission Street, Suite 2400
San Francisco, CA 94105-2933
Attn: Jeffrey Selman

If to Practice:

QT Imaging Center
3 Hamilton Landing, Suite 180
Novato, CA 94949
Attn: John C. Klock, M.D.

12. **No Third-Party Beneficiaries.** Nothing in this Agreement shall confer upon any person, other than the parties and their respective successors or assigns, any rights, remedies, obligations, or liabilities whatsoever.
13. **Assignment; Binding Effect.** Neither of the parties may assign its respective rights and duties under this Agreement without the prior written consent of the other party, and any assignment without such prior written consent shall be null and void. Notwithstanding the foregoing, Company may assign this Agreement, in whole or in part, without the other party's prior written consent to any successor in interest or third party that acquires all or substantially all of the Company's assets. This Agreement shall be binding upon and inure to the benefit of the parties, and their respective successors and permitted assigns.
14. **Authority.** Each party represents and warrants to the other party that it has the capacity to enter into this Agreement; that this Agreement is a valid and binding agreement enforceable against such party; and that the execution of this Agreement and performance its duties hereunder does not violate or conflict with any court order, governmental order, agreement, instrument or commitment by which such party is otherwise bound.
15. **Waiver.** Any waiver by a party of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any other provision hereof and shall not be effective at any time unless in writing and signed by the parties. A waiver of any of the terms and conditions hereto shall not be construed as a general waiver, and such waiving party shall be free to reinstate any such term or condition, with or without notice to the other party.
16. **Entire Agreement; Amendment.** This Agreement constitutes the entire agreement of the parties with respect to the subject matter hereof and supersedes any and all prior or contemporaneous agreements between the parties hereto, whether oral or written, with respect to such subject matter. This Agreement may be amended or modified only in a written instrument signed by the parties hereto.
17. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of California, without regard to conflicts-of-law principles that would require the application of any other law.
18. **Venue; Waiver of Jury Trial.** Each of the parties hereby irrevocably and unconditionally (i) consents to submit to the exclusive jurisdiction of the courts of California for any action or proceeding arising out of or relating to this Agreement and the transactions contemplated hereby (and agrees not to commence any such action or proceeding relating thereto except in such courts);

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(ii) waives and agrees not to plead or claim in any such court that any action or proceeding brought in any such court that any such action or proceeding brought in any such court has been brought in an inconvenient forum; and (iii) waives any and all right to trial by jury in any action or proceeding arising out of or related to this Agreement or the transactions contemplated hereby.

19. **Construction.** This Agreement shall be interpreted without regard to any presumption or rule requiring construction against the party causing this Agreement to be drafted.
20. **Counterparts; Facsimile Signatures.** This Agreement may be executed in two (2) or more counterparts, each of which shall be deemed to be an original of this Agreement and all of which, when taken together, shall be deemed to constitute one and the same agreement. Any party may deliver an executed copy hereof by facsimile or electronic transmission to the other parties, and any such delivery shall have the same force and effect as delivery of a manually signed copy of this Agreement.

[Signature Page Follows]

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IN WITNESS WHEREOF, the parties have executed this Data Use and License Agreement as of the Effective Date.

Company:

QT IMAGING HOLDINGS, INC.

By: /s/ Dr. Raluca Dinu

Name: Dr. Raluca Dinu

Title: CEO

Practice:

QT IMAGING CENTER

By: /s/ John C. Klock, M.D.

Name: John C. Klock, M.D.

Title: Sole Proprietor

[Signature Page to Data Use and License Agreement]

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