

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

**FORM S-1
REGISTRATION STATEMENT UNDER THE SECURITIES ACT OF 1933**

LASER PHOTONICS CORPORATION

(Exact name of Registrant as specified in its charter)

Delaware <i>(State or other jurisdiction of incorporation or organization)</i>	3690 <i>(Primary Standard Industrial Classification Code Number)</i>	84-3628771 <i>(I.R.S. Employer Identification No.)</i>
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**1101 N. Keller Road, Suite G
Orlando, FL 32810
(407) 804-1000**

(Address, including zip code, and telephone number, including area code, of registrant's principal executive offices)

**Wayne Tupuola, CEO
1101 N. Keller Road, Suite G
Orlando, FL 32810
(407) 804-1000**

(Name, address, including zip code, and telephone number, including area code, of agent for service)

Copies to:

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Approximate Date of Proposed Sale to the Public: As soon as practicable after the effective date of this registration statement.

If any of the securities being registered on this Form are to be offered on a delayed or continuous basis pursuant to Rule 415 under the Securities Act of 1933, check the following box.

If this Form is filed to register additional securities for an offering pursuant to Rule 462(b) under the Securities Act, check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering.

If this Form is a post-effective amendment filed pursuant to Rule 462(c) under the Securities Act, check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering.

If this Form is a post-effective amendment filed pursuant to Rule 462(d) under the Securities Act, check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering.

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, or a smaller reporting company. See the definitions of "large accelerated filer," "accelerated filer" and "smaller reporting company" in Rule 12b-2 of the Exchange Act.

<input type="checkbox"/> Large accelerated filer	<input type="checkbox"/> Accelerated filer
<input checked="" type="checkbox"/> Non-accelerated Filer	<input checked="" type="checkbox"/> Smaller reporting company
	<input checked="" type="checkbox"/> 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 to Section 7(a)(2)(B) of the Securities Act.

This Registrant hereby amends this Registration Statement on such date or dates as may be necessary to delay its effective date until the Registrant shall file a further amendment which specifically states that this Registration Statement shall thereafter become effective in accordance with Section 8(a) of the Securities Act of 1933 or until the Registration Statement shall become effective on such date as the commission, acting pursuant to said Section 8(a), may determine.

The information in this prospectus is not complete and may be changed. We may not sell these securities until the registration statement filed with the Securities and Exchange Commission is effective. This prospectus is not an offer to sell these securities and we are not soliciting an offer to buy these securities in any state where the offer or sale is not permitted.

Up to [*] Shares of Common Stock

Up to [*] Pre-Funded Warrants to Purchase up to [*] Shares of Common Stock

Up to [*] Common Warrants to Purchase up to [*] Shares of Common Stock

Up to [*] Shares of Common Stock Underlying the Pre-Funded Warrants

Up to [*] Shares of Common Stock Underlying the Common Warrants

Placement Agent Warrants to Purchase Up to [*] Shares of Common Stock

Up to [*] Shares of Common Stock Underlying the Placement Agent Warrants

Laser Photonics Corporation (the "Company," "Laser Photonics," "we," "our" or "us") is offering up to [*]shares (the "Shares") of our common stock, par value \$0.001 per share (the "common stock") with accompanying warrants to purchase up to [*]shares of our common stock (collectively the "Common Warrants" and individually, a "Common Warrant"). The final public offering price per Share will be determined through negotiation between us and the Placement Agent (as defined hereinafter) based upon a number of factors, including our history and our prospects, the industry in which we operate and other market conditions at the time of pricing and may be at a discount to the then current market price of our common stock. Therefore, the recent market price of our common stock referenced throughout this prospectus may not be indicative of the final offering price per share. The Shares and Common Warrants are immediately separable and will be issued separately in this offering but must be purchased together in this offering. The assumed public offering price for each Share and accompanying Common Warrant is [*], which was the closing price of our Common Stock on The Nasdaq Stock Market LLC ("Nasdaq") on December [*], 2024.

We are also offering to certain purchasers whose purchase of shares of our common stock in this offering would otherwise result in the purchaser, together with its affiliates and certain related parties, beneficially owning more than 4.99% (or, at the election of the purchaser, 9.99%) of our outstanding shares of common stock immediately following the consummation of this offering, the opportunity to purchase, if any such purchaser so chooses, pre-funded warrants to purchase shares of our common stock (the "Pre-Funded Warrants"), in lieu of shares of our common stock. The purchase price of each Pre-Funded Warrant will be equal to the public offering price for our shares of common stock in this offering, minus \$0.001. Each Pre-Funded Warrant is exercisable for one (1) share of our common stock and has an exercise price of \$0.001 per share. For each Pre-Funded Warrant that we sell, the number of shares of our common stock we are offering will be reduced on a one-for-one basis. This prospectus also relates to the offering of our common stock issuable upon exercise of the Pre-Funded Warrants.

Each Common Warrant offered hereby will have an exercise price of [*] per shares and will be exercisable beginning on the effective date of stockholder approval of the issuance of the shares upon exercise of the Common Warrants (the "Warrant Stockholder Approval"), provided however, if the Pricing Conditions (as defined below) are met, the Warrant Stockholder Approval will not be required and the Common Warrant will be exercisable upon issuance (the "Initial Exercise Date"). The Common Warrants will expire five (5) years from the date of issuance. The exercise price and number of shares of our common stock issuable under the Common Warrants are subject to adjustment as described in the Common Warrant. This prospectus also relates to the offering of our common stock issuable upon exercise of the Common Warrants. As used herein "Pricing Conditions" means that the combined public offering price per share and accompanying Common Warrants is such that the Warrant Stockholder Approval is not required under the rules of The Nasdaq Stock Market LLC ("Nasdaq") because either (i) the offering is an at-the-market offering under Nasdaq rules and such price equals or exceeds the sum of (a) the applicable "Minimum Price" per share under Nasdaq Rule 5635(d) plus (b) \$0.125 per whole share of common stock underlying the Common Warrants or (ii) the offering is a discounted offering where the pricing and discount (including attributing a value of \$0.125 per whole share underlying the Common Warrants) meet the pricing requirements under Nasdaq's rules.

We collectively refer to the shares of our common stock, the Warrants and the Pre-Funded Warrants offered hereby and the shares of our common stock underlying the Common Warrants and the Pre-Funded Warrants as the "securities."

Our common stock is listed on The Nasdaq Capital Market ("Nasdaq") under the symbol "LASE." On December 30, 2024, the last reported sale price of our shares of our common stock on Nasdaq was \$6.27 per share. There is no established public trading market for the Common Warrants or the Pre-Funded Warrants, and we do not expect a market to develop for either security. Without an active trading market, the liquidity of the Warrants and the Pre-Funded Common Warrants will be limited. In addition, we do not intend to list the Common Warrants or the Pre-Funded Warrants on Nasdaq, any other national securities exchange, or any other trading system.

We have engaged [*] (whom we refer to herein as the "Placement Agent") to act as our exclusive placement agent in connection with the securities offered by this prospectus. The Placement Agent has no obligation to buy any of the securities from us or to arrange for the purchase or sale of any specific number or dollar amount of securities but has agreed to use its reasonable best efforts to arrange for the sale of the securities offered by this prospectus. We have agreed to pay the Placement Agent a fee based upon the aggregate gross proceeds raised in this offering as set forth in the table below.

The securities will be offered at a fixed price and are expected to be issued in a single closing. The offering will terminate on [], 2025, unless (i) the closing occurs prior thereto or (ii) we decide to terminate the offering prior thereto (which we may do at any time in our discretion). Investors purchasing securities offered hereby will have the option to execute a securities purchase agreement with us. We expect that the closing of the offering will occur one trading day after we price the securities offered hereby if we price such securities prior to 4:01 p.m. eastern time on a trading day and two trading days after we price the Securities offered hereby if we price such securities at any other time. When we price the securities, we will simultaneously enter into securities purchase agreements relating to the offering with those investors who so choose. There is no minimum number of securities or minimum aggregate amount of proceeds for this offering to close. We will deliver all securities to be issued in connection with this offering delivery versus payment ("DVP")/receipt versus payment ("RVP") upon receipt of investor funds received by us. Accordingly, neither we nor the Placement Agent have made any arrangements to place investor funds in an escrow account or trust account since the Placement Agent will not receive investor funds in connection with the sale of the securities offered hereunder. Because there is no minimum offering amount required as a condition to closing this offering, we may sell fewer than all of the securities offered hereby, which may significantly reduce the amount of proceeds received by us, and investors in this offering will not receive a refund in the event that we do not sell an amount of securities sufficient to pursue our business goals described in this prospectus. In addition, because there is no escrow account and no minimum offering amount, investors could be in a position where they have invested in our company, but we are unable to fulfill all of our contemplated objectives due to a lack of interest in this offering. Further, any proceeds from the sale of securities offered by us will be available for our immediate use, despite uncertainty about whether we would be able to use such funds to effectively implement our business plan. See the section entitled "Risk Factors" for more information.

We are an "emerging growth company" as defined in Section 2(a) of the Securities Act of 1933, as amended, and, as such, have elected to comply with certain reduced disclosure and regulatory requirements.

Investing in our securities involves risks. See the section entitled "Risk Factors" of this prospectus to read about factors you should consider before buying our securities. Neither the Securities and Exchange Commission nor any state securities commission has approved or disapproved of these securities or determined if this prospectus is truthful or complete. Any representation to the contrary is a criminal

offense.

	Per Share and Accompanying Common Warrants	Per Pre-Funded Warrant and Accompanying Common Warrants	Total
Public offering price	\$	\$	\$
Placement Agent Fees ⁽¹⁾	\$	\$	\$
Proceeds to us, before expenses	\$	\$	\$

(1) We have agreed to pay the Placement Agent a cash fee equal to seven percent (7%) of the aggregate gross proceeds raised in this offering. In addition, we have agreed to reimburse the Placement Agents for certain offering-related expenses. We refer you to "Plan of Distribution" beginning on page 16 for additional information regarding compensation to be received by the Placement Agents.

(2) The amount of offering proceeds to us presented in this table does not give effect to any exercise of the Warrants.

Delivery of the securities is expected to be made on or about _____, 2025.

Sole Placement Agent

[*]

The date of this prospectus is _____, 2025.

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ABOUT THIS PROSPECTUS

You should rely only on the information contained in this prospectus or in any free writing prospectuses or amendments thereto that we may provide to you in connection with this offering. Neither we nor any of the underwriters have authorized anyone to provide you with information different from, or in addition to, that contained in this prospectus or in any such free writing prospectus. If anyone provides you with different or inconsistent information, you should not rely on it. We can provide no assurance as to the reliability of any other information that others may give to you. The information in this prospectus is accurate only as of the date on the front cover of this prospectus, and the information in any free writing prospectus that we may provide you in connection with this offering is accurate only as of the date of such free writing prospectus. Our business, financial condition, results of operations and prospects may have changed since those dates. Neither we nor any of the underwriters are making an offer to sell or seeking offers to buy these securities in any jurisdiction where or to any person to whom the offer or sale is not permitted.

GENERAL MATTERS

Unless otherwise indicated, all references to "dollars," "US\$," or "\$" in this prospectus are to United States dollars.

This prospectus contains various company names, product names, trade names, trademarks and service marks, all of which are the properties of their respective owners.

Unless otherwise indicated or the context otherwise requires, all information in this prospectus assumes no exercise of the over-allotment option.

Unless otherwise indicated, all references to "GAAP" in this prospectus are to United States generally accepted accounting principles.

Information contained on our websites, including <https://laserphotonics.com>, shall not be deemed to be part of this prospectus or incorporated herein by reference and should not be relied upon by prospective investors for the purposes of determining whether to purchase the securities offered hereunder.

Through and including _____, 2025 all dealers effecting transactions in our securities, whether or not participating in this offering, may be required to deliver a prospectus. This is in addition to a dealer's obligation to deliver a prospectus when acting as an underwriter with respect to an unsold allotment or subscription.

For investors outside the United States, neither we nor any of our agents have done anything that would permit this offering or possession or distribution of this prospectus in any jurisdiction where action for that purpose is required, other than in the United States. You are required to inform yourself about and to observe any restrictions relating to this offering and the distribution of this prospectus.

USE OF MARKET AND INDUSTRY DATA

This prospectus includes market and industry data that has been obtained from third party sources, including industry publications, as well as industry data prepared by our management on the basis of its knowledge of and experience in the industries in which we operate (including our management's estimates and assumptions relating to those industries based on that knowledge). Management's knowledge of such industries has been

developed through its experience and participation in those industries. Although our management believes such information to be reliable, neither we nor our management have independently verified any of the data from third party sources referred to in this prospectus or ascertained the underlying economic assumptions relied upon by such sources. In addition, the underwriters have not independently verified any of the industry data prepared by management or ascertained the underlying estimates and assumptions relied upon by management. Furthermore, references in this prospectus to any publications, reports, surveys or articles prepared by third parties should not be construed as depicting the complete findings of the entire publication, report, survey or article. The information in any such publication, report survey or article is not incorporated by reference in this prospectus.

TRADEMARKS

We own or have rights to various trademarks, service marks and/or trade names that we use in connection with the operation of our business. This prospectus may also contain trademarks, service marks and trade names of third parties, which are the property of their respective owners. Our use or display of third parties' trademarks, service marks and trade names or products in this prospectus is not intended to, and does not imply a relationship with, or endorsement or sponsorship by us. Solely for convenience, the trademarks, service marks and trade names referred to in this prospectus may appear without the ®,™ or SM symbols, but the omission of such references is not intended to indicate, in any way, that we will not assert, to the fullest extent under applicable law, our rights or the right of the applicable owner of these trademarks, service marks and trade names.

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PROSPECTUS SUMMARY

The following summary highlights information contained elsewhere in this prospectus. This summary may not contain all of the information that may be important to you. You should read this entire prospectus carefully, including the sections entitled "Risk Factors" and "Management's Discussion and Analysis of Financial Condition and Results of Operations" and our historical financial statements and related notes included elsewhere in this prospectus. In this prospectus, unless otherwise noted, the terms "the Company," "Laser Photonics," "we," "us," and "our" refer to Laser Photonics Corporation.

THE COMPANY

Company Overview

We were formed under the law of Wyoming on November 8, 2019. We changed our domicile to Delaware on March 5, 2021. We are a vertically integrated manufacturing company for photonics-based industrial products and solutions and, since recently acquiring the assets of Control Micro Systems, Inc., have now expanded the market for our laser products into the large, growing pharmaceutical manufacturing vertical, in what we believe is a recession-resistant sector with significant barriers to entry.

We are pioneering a new generation of laser blasting technologies focused on disrupting the sandblasting and abrasives blasting markets. We offer a full portfolio of integrated laser blasting solutions for corrosion control, rust removal, de-coating, pre-welding and post-welding, laser cleaning and surface conditioning. Our solutions span use cases throughout product lifecycles, from product fabrication to maintenance and repair, as well as aftermarket operations. Our laser blasting solutions are applicable in most industries dealing with materials processing, including automotive, aerospace, healthcare, consumer products, shipbuilding, heavy industry, machine manufacturing, nuclear maintenance and de-commissioning and surface coating.

Our vertically integrated operations allow us to reduce development and advanced laser equipment manufacturing time, offer better prices, control quality and protect our proprietary knowhow and technology compared to other laser cleaning companies and companies with competing technologies.

We initiated our sales effort in December 2019. By December 31, 2023, we had net revenues of \$3.9 million. We are strategically positioned to drive growth and innovation in the laser technology market by targeting three key customer segments: government entities, Fortune 1000 companies, and medium/small businesses. Each of these segments presents unique opportunities and challenges, and our business model is designed to cater specifically to the needs and growth potential within each category.

For government agencies, we provide highly specialized laser solutions that meet stringent regulatory and performance standards. This segment benefits from our expertise in delivering reliable, durable, and effective laser systems for various applications, from defense and aerospace to public infrastructure projects. Working with government clients not only solidifies our reputation as a trusted provider of advanced laser technology but also paves the way for new contracts and collaborative projects. One of our current projects is the Laser Shield Anti-Drone System (LSAD), a joint development with our affiliate, Fonon Corporation, to create a laser defense system to serve as an immediate response defense system for addressing the threat of small-scale unmanned aerial systems (UAS) in conflict zones and expeditionary locations. We successfully completed a test of the LSAD prototype at our Orlando facility.

Fortune 1000 companies represent another critical segment, where our laser technology can significantly enhance operational efficiency, precision, and productivity. By addressing the unique challenges of large-scale industrial applications, we position ourselves as an essential partner in the innovation strategies of these corporations. Our advanced laser solutions help these clients stay competitive and maintain high-quality standards, driving repeat business and fostering long-term partnerships.

Medium and small businesses constitute the third pivotal segment of our customer base. Recognizing the distinct needs and constraints of this market, we launched the Service Partner Network (SPN). This initiative is designed to empower medium and small businesses by providing them access to mobile demonstration units, enabling them to experience the advantages of our laser technology firsthand. The SPN serves a dual purpose: it facilitates immediate equipment sales and acts as a catalyst for demonstrating the practical benefits and capabilities of our products.

Through the SPN, we also support entrepreneurs looking to start their own mobile laser cleaning or rental service businesses. Our marketing team plays a crucial role in this ecosystem by generating and distributing leads to SPN members for a fee, thereby creating a continuous revenue stream. This collaborative approach not only bolsters the success of our SPN partners but also promotes sustained long-term revenue growth for us.

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By strategically targeting these three customer segments and leveraging the SPN to enhance our market penetration and product visibility, we believe we are well-positioned for robust growth. Our comprehensive business model not only enhances customer engagement and satisfaction across diverse markets but also solidifies our standing as an innovative leader in the laser technology industry.

We market our products globally through our direct sales force which is located in the United States.

We have a perpetual, worldwide exclusive license agreement with ICT Investments, LLC ("ICT Investments"), an affiliate of the Company as discussed below, to sell the Laser Photonics™ branded equipment for laser cleaning and rust removal, in exchange for a royalty equal to 6.5% of the gross sales of the equipment incorporating the licensor technology.

On October 18, 2023, we entered into a license agreement with an affiliated company, Fonon Technologies, Inc., which is majority-owned by ICT Investments, for an exclusive, worldwide, nontransferable license for high power turbo piercing ("Cold Cutting") laser cutting technology and any improvements to such technology to allow us to manufacture, sell, export and import products incorporating such technology in return for our paying a license fee of \$350,000 in cash and a one-time grant of 1,000,000 restricted shares of our common stock to ICT Investments.

ICT Investments, LLC currently owns approximately 36.2% of the outstanding shares of our common stock and Fonon Corporation currently owns approximately 24.5% of the outstanding shares of our common stock, and collectively are our majority shareholders. Dmitry Nikitin has voting control of the Company through his ownership of all membership interests of ICT Investments, LLC which is the controlling entity of Fonon Corporation and Fonon Technologies, Inc. On May 21, 2024 we entered into a license agreement with Fonon Corporation to receive an exclusive, worldwide, sublicensable license to Fonon's laser material processing equipment and technology, including all applications of laser cutting, marking, engraving, laser welding, brazing, ablation, laser drilling, semiconductor chip marking, semiconductor and flat panel display laser processing equipment, all other laser material processing equipment documented or existing in a form of knowhow and/or trade secrets in return for 3,000,000 restricted shares of Laser Photonics common stock. Following this offering, ICT Investments, LLC, through its control of Fonon Corporation and Fonon Technologies, Inc., in the aggregate will own approximately ____% of our common stock and will have the voting power to decide all matters submitted to a vote of our shareholders, including the election of our directors. Through our affiliation with ICT Investments, its portfolio companies and its customers, we have access to more than 1,500 high profile Fortune 5000 customer prospects as well as recognition as a global leader in manufacturing premium laser equipment. In addition, through the expertise and reputation of our officers, Board members and advisors, we have the foundation of our technologically advanced, disruptive laser systems specifically suited for most material processes with specific cleaning requirements and challenges.

On October 30, 2024, we entered into an Asset Purchase Agreement with Control Micro Systems, Inc. ("CMS"), a laser company located in Orlando, Florida, that designs and builds turnkey laser material processing systems for marking, cutting, drilling and welding. CMS allows us to expand into the pharmaceutical market for controlled-release medications that is expanding rapidly, driven by the growing need for more effective and patient-friendly drug delivery systems. Controlled-release tablets, which gradually release medication over time, require precision manufacturing techniques to ensure the proper dosage and timing of active ingredient release. Laser technology plays a critical role in creating micro-drilled apertures in these tablets, ensuring accurate and consistent drug release. We believe that there is a significant opportunity to unlock CMS's growth potential by integrating it into our existing sales and marketing infrastructure, enhancing customer engagement and expanding our market reach to maximize wallet share from current customers and bring new clients on board.

With global pharmaceutical companies focusing on enhancing drug delivery mechanisms, the demand for laser-based solutions like those provided by CMS is expected to rise. CMS' experience in supplying laser systems to pharmaceutical companies, coupled with Laser Photonics' sales and marketing expertise, positions LPC to take full advantage of this growing market segment. We acquired all business assets of CMS, including its intellectual property. This purchase enabled us to expand into the large and growing pharmaceutical manufacturing vertical as well as hiring CMS' existing workforce, including engineers and customer support personnel, that we believe will add significant value to the acquired CMS assets.

Our principal executive offices are located at 1101 N. Keller Rd., Suite G, Orlando, Florida 32810, and our telephone number is (407) 804-1000. Our corporate website is <https://laserphotonics.com>. Information contained on our websites does not form a part of this prospectus.

Growth Strategy

Our objective is to achieve a leadership position in our industry with a focus in growth technologies including laser welding, laser cutting, laser cleaning, semiconductor, 3-D Printing, and anti-drone defense. The key elements of our growth strategy are:

Multi-market and Multi-product Approach. We intend to develop and manufacture laser systems for a variety of markets to reduce the financial impact that a downturn in any one market would have.

Accent on Developing Standard Systems for Specific Markets. We expect to increase sales through an industry-recognized expertise in clearly defined markets with substantial sales demand such as rust removal equipment for the shipbuilding industry, laser de-contamination equipment for the nuclear industry and laser blasting cabinets for the general manufacturing industry.

Broaden Customer Relationships. We expect to develop a global diversified customer base in a variety of industries. We seek to differentiate ourselves from our competitors through superior product pricing, performance and service. We believe that a global presence and investments in application engineering and support will create competitive advantages in serving multinational and local companies.

New Product Development. We intend to target new applications early in the development cycle and drive adoption by leveraging our strong customer relationships, engineering expertise and competitive production costs.

We intend to continue to stay ahead of the technology curve by researching and developing cutting edge products and technologies for both large and small businesses. In addition to our attention to Fortune 1000 companies, we also view the small companies as an attractive market opportunity since they were previously unable to take advantage of laser processing equipment due to high prices, significant operating costs and the technical complexities of the laser equipment. As a result, we are developing a group of standardized laser cleaning equipment that we have named the CleanTech™ laser blaster family of equipment that we believe represents a new generation of high power laser cleaning and rust removal systems that will be affordable to more than a million small and mid-size companies.

Controlled Company Exemption

ICT Investments, LLC in the aggregate will control approximately ____% of the voting power of our outstanding capital stock following this offering and will have the power to elect a majority of our directors. Pursuant to Nasdaq's listing standards, a company of which more than 50% of the voting power for the election of directors is held by an individual, a group or another company qualifies as a "controlled company." As a controlled company, we may elect not to comply with certain Nasdaq corporate governance requirements, including the requirements to have (i) a board composed of a majority of independent directors; (ii) compensation of executive officers determined by a majority of the independent directors or a compensation committee comprised solely of independent directors; and (iii) director nominees selected or recommended for our board either by a majority of the independent directors or a nominating committee comprised solely of independent directors. If we cease to be a "controlled company" and our shares are listed on Nasdaq, we will be required to comply with these standards and, depending on the independence determination with respect to our then-current directors, we may be required to add additional directors to our board to achieve such compliance within the applicable transition periods. We currently do, and intend to continue to comply with the Nasdaq corporate governance requirements for companies that are not controlled companies.

Implications of Being an Emerging Growth Company

As a company with less than \$1.235 billion in revenue during our most recently completed fiscal year, we qualify as an "emerging growth company" as defined in Section 2(a) of the Securities Act of 1933, as amended, which we refer to as the Securities Act, as modified by the Jumpstart Our

Business Startups Act of 2012, or the JOBS Act. As an emerging growth company, we may take advantage of specified reduced disclosure and other requirements that are otherwise applicable, in general, to public companies that are not emerging growth companies. These provisions include:

- Reduced disclosure about our executive compensation arrangements;
- No non-binding stockholder advisory votes on executive compensation or golden parachute arrangements;
- Exemption from the auditor attestation requirement in the assessment of our internal control over financial reporting; and
- Reduced disclosure of financial information in this prospectus, limited to two years of audited financial information and two years of selected financial information.

As a smaller reporting company, each of the foregoing exemptions is currently available to us. We may take advantage of these exemptions for up to five years or such earlier time that we are no longer an emerging growth company. We would cease to be an emerging growth company if we have more than \$1.235 billion in annual revenues as of the end of a fiscal year, if we are deemed to be a large-accelerated filer under the rules of the Securities and Exchange Commission, or if we issue more than \$1.0 billion of non-convertible debt over a three-year-period.

Notwithstanding the above, we are also currently a "smaller reporting company", meaning that we are not an investment company, an asset-backed issuer, or a majority-owned subsidiary of a parent company that is not a smaller reporting company and have a public float of less than \$75 million and annual revenues of less than \$50 million during the most recently completed fiscal year. In the event that we are still considered a "smaller reporting company", at such time as we cease being an "emerging growth company", the disclosure we will be required to provide in our SEC filings will increase but will still be less than it would be if we were not considered either an "emerging growth company" or a "smaller reporting company". Specifically, similar to "emerging growth companies", "smaller reporting companies" are able to provide simplified executive compensation disclosures in their filings; are exempt from the provisions of Section 404(b) of the Sarbanes-Oxley Act of 2002 (the "Sarbanes-Oxley Act") requiring that independent registered public accounting firms provide an attestation report on the effectiveness of internal control over financial reporting; and have certain other decreased disclosure obligations in their SEC filings, including, among other things, only being required to provide two years of audited financial statements in annual reports.

ABOUT THIS OFFERING

Common stock offered by us:	Up to _____ shares of common stock.
Assumed public offering price	\$____ per share of common stock and accompanying Common Warrant.
Common stock outstanding before the offering⁽²⁾	_____ shares of common stock.
Common stock to be outstanding after the offering⁽³⁾	_____ shares of common stock (assuming we sell only shares of common stock and no Pre-Funded Warrants and assuming no exercise of the Common Warrants). .
Common Warrants offered by us	Up to [*] Common Warrants. Each share of common stock sold, or each Pre-Funded Warrant is accompanied by one Common Warrant to purchase one share of common stock (or Pre-Funded Warrant to purchase one share of common stock in lieu thereof), exercisable at \$[*] per share. The Common Warrants will be exercisable beginning on the effective date of the Warrant Stockholder Approval, provided however, if the Pricing Conditions are met, the Warrant Stockholder Approval will not be required, and the Common Warrant will be exercisable on the initial exercise date. The Common Warrants will expire five years from such date. This prospectus also relates to the offering of our common stock issuable upon exercise of the Common Warrants. See "Description of the Securities We Are Offering – Common Warrants".
Pre-funded Warrants offered by us	Each Pre-Funded Warrant will be exercisable for one share of common stock at any time following its original issuance until exercised in full, provided that the purchaser will be prohibited from exercising Pre-Funded Warrants for shares of common stock if, as a result of such exercise, the purchaser, together with its affiliates and certain related parties, would own more than 4.99% of the total number of shares of common stock then issued and outstanding. However, any holder may increase such percentage to any other percentage not in excess of 9.99%, provided that any increase in such percentage shall not be effective until 61 days after such notice to us. This prospectus also relates to the offering of our common stock issuable upon exercise of the Pre-Funded Warrants. See "Description of Securities We Are Offering – Pre-Funded Warrants."
Use of proceeds	We estimate that the proceeds from this offering will be approximately \$____ million, after deducting the Placement Agent's fees and estimated offering expenses payable by us. We intend to use the net proceeds of this offering for research and development for our various laser-based technologies, acquisitions and working capital. See "Use of Proceeds."
Risk factors	Investing in our securities is highly speculative and involves a high degree of risk. You should carefully consider the information set forth in the "Risk Factors" section beginning on page 6 before deciding to invest in our securities.
Nasdaq trading symbol	Our common stock is listed on the Nasdaq Capital Market under the symbol "LASE".

(1) The number of shares of common stock that will be outstanding after this offering is based on 14,282,395 shares of common stock outstanding as of December 31, 2024, and excludes 1,666,667 shares reserved for future issuance under our 2019 Stock Incentive Plan ("2019 Plan") and the remaining 118,032 unsold shares of the underwriters' warrants to purchase up to 180,000 shares in connection with our IPO in September 2022.

RISK FACTORS

Investing in our securities involves a high degree of risk. Prior to making a decision about investing in our securities, you should consider

carefully the specific risk factors discussed below and under the heading "Risk Factors" in our Annual Report on Form 10-K for the year ended December 31, 2023, filed with the SEC on April 19, 2024, which is incorporated by reference into this prospectus in its entirety, as well as any amendment or updates to our risk factors reflected below and in subsequent filings with the SEC, including any prospectus supplement hereto or any related free writing prospectus. These risks and uncertainties are not the only risks and uncertainties we face. Additional risks and uncertainties not presently known to us, or that we currently view as immaterial, may also impair our business. If any of the risks or uncertainties described below and in our other SEC filings or any additional risks and uncertainties actually occur, our business, financial conditions, results of operations, stock price and prospectus could be materially and adversely affected. In that event, the price of our securities could decline, and you could lose part or all of your investment.

Risks Related to This Offering

We do not currently intend to pay dividends on our common stock in the foreseeable future and, consequently, your ability to achieve a return on your investment will depend on appreciation in the price of our common stock.

We do not anticipate paying any cash dividends to holders of our common stock for the foreseeable future. Consequently, investors must rely on sales of their common stock after price appreciation, which may never occur, as the only way to realize any future gains on their investments. There is no guarantee that shares of our common stock will appreciate in value or even maintain the price at which our stockholders have purchased their shares.

Future issuances of our common stock or securities convertible into, or exercisable or exchangeable for, our common stock could cause the market price of our common stock to decline and would result in the dilution of your holdings.

Future issuances of our common stock or securities convertible into, or exercisable or exchangeable for, our common stock could cause the market price of our common stock to decline. We cannot predict the effect, if any, of future issuances of our securities, or the future expirations of lock-up agreements, on the price of our common stock. In all events, future issuances of our common stock would result in the dilution of your holdings. In addition, the perception that new issuances of our securities could occur could adversely affect the market price of our common stock.

The Common Warrants and Pre-Funded Warrants are speculative in nature.

The Common Warrants and Pre-Funded Warrants offered hereby do not confer any rights of common stock ownership on their holders, such as voting rights or the right to receive dividends, but rather merely represent the right to acquire shares of common stock at a fixed price. Specifically, commencing on the date of issuance, holders of the Pre-Funded Warrants may acquire the common stock issuable upon exercise of such warrants at an exercise price of \$0.001 per share and holders of the Common Warrants may acquire the common stock issuable upon exercise of such warrants at an exercise price per share equal to the public offering price of shares of common stock in this offering. Moreover, following this offering, the market value of the Pre-Funded Warrants and Common Warrants will be uncertain and there can be no assurance that the market value of such Warrants will equal or exceed their public offering price. There can be no assurance that the market price of the common stock will ever equal or exceed the exercise price of the Common Warrants, and consequently, whether it will ever be profitable for holders of the Common Warrants to exercise the Common Warrants.

We have broad discretion in how we use the net proceeds of this offering, and we may not use these proceeds effectively or in ways with which you agree.

Our management will have broad discretion as to the application of the net proceeds of this offering and could use them for purposes other than those contemplated at the time of the offering. We currently intend to use the net proceeds from the offering to fund research and development in our various laser technologies, for future acquisitions and working capital and general corporate purposes. Our stockholders may not agree with the manner in which our management chooses to allocate and spend the net proceeds. Moreover, our management may use the net proceeds for corporate purposes that may not increase the market price of our common stock.

Investors who purchase our securities in this offering pursuant to a securities purchase agreement may have rights not available to purchasers that purchase without the benefit of a securities purchase agreement.

In addition to rights and remedies available to all purchasers in this offering under federal securities and state law, the purchasers that enter into a securities purchase agreement will also be able to bring claims of breach of contract against us. The ability to pursue a claim for breach of contract provides those investors with the means to enforce the covenants uniquely available to them under the securities purchase agreement including: (i) timely delivery of shares; (ii) agreement to not enter into variable rate financings for one year from closing, subject to certain exceptions; (iii) agreement to not enter into any financings for 90 days from closing; and (iv) indemnification for breach of contract.

This is a reasonable best efforts offering, in which no minimum number or dollar amount of securities is required to be sold, and we may not raise the amount of capital we believe is required for our business plans.

The placement agent has agreed to use its reasonable best efforts to solicit offers to purchase the securities in this offering. The placement agent has no obligation to buy any of the securities from us or to arrange for the purchase or sale of any specific number or dollar amount of the securities. There is no required minimum number of securities that must be sold as a condition to completion of this offering, and there can be no assurance that the offering contemplated hereby will ultimately be consummated. Even if we sell securities offered hereby, because there is no minimum offering amount required as a condition to the closing of this offering, the actual offering amount is not presently determinable and may be substantially less than the maximum amount set forth above. We may sell fewer than all of the securities offered hereby, which may significantly reduce the amount of proceeds received by us. Thus, we may not raise the amount of capital we believe is required for our operations in the short-term and may need to raise additional funds, which may not be available or available on terms acceptable to us. There are no refunds available to purchasers of the securities in this offering if less than the maximum amount of securities are sold.

The Common Warrants may not have any value.

Each Common Warrant has an exercise price per share equal to the public offering price of shares of Common Stock in this offering and expires on the fifth anniversary of its original issuance date. In the event the market price per our shares of Common Stock does not exceed the exercise price of the Common Warrants during the period when the warrants are exercisable, the Common Warrants may not have any value.

Provisions of the Common Warrants offered by this prospectus could discourage an acquisition of us by a third party.

Certain provisions of the Common Warrants offered by this prospectus could make it more difficult or expensive for a third party to acquire us. The Common Warrants prohibit us from engaging in certain transactions constituting "fundamental transactions" unless, among other things, the surviving entity assumes our obligations under the Common Warrants. Further, the Common Warrants provide that, in the event of certain transactions constituting "fundamental transactions," with some exception, holders of such warrants will have the right, at their option, to require us to redeem such Common Warrants at a price described in such warrants. These and other provisions of the Common Warrants offered by this prospectus could prevent or deter a third party from acquiring us even where the acquisition could be beneficial to you.

SPECIAL NOTE REGARDING FORWARD-LOOKING STATEMENTS

This prospectus and the documents incorporated herein by reference contain forward-looking statements which are made pursuant to the safe harbor provisions of Section 27A of the Securities Act of 1933, as amended, and Section 21E of the Securities Exchange Act of 1934, as amended, or the Exchange Act. In some cases, you can identify these statements by forward-looking words such as "may," "might," "should," "would," "could," "expect," "plan," "anticipate," "intend," "believe," "estimate," "predict," "potential" or "continue," and the negative of these terms and other comparable terminology. These forward-looking statements, which are subject to known and unknown risks, uncertainties and assumptions about us, may include projections of our future financial performance based on our growth strategies and anticipated trends in our business. These statements are only predictions based on our current expectations and projections about future events. There are important factors that could cause our actual results, level of activity, performance or achievements to differ materially from the results, level of activity, performance or achievements expressed or implied by the forward-looking statements. We have included important factors in the cautionary statements included in this prospectus, particularly under "Risk Factors" on page 6 of this prospectus and the documents incorporated herein that we believe could cause actual results or events to differ materially from the forward-looking statements that we make.

While we believe we have identified material risks in our Annual Report on Form 10-K for the fiscal year ended December 31, 2023 and our Quarterly Report on Form 10-Q for the quarter ended September 30, 2024, which are incorporated by reference in this prospectus, together with the information included in this prospectus and the documents incorporated by reference herein, and in any free writing prospectus that we have authorized for use in connection with this offering, these risks and uncertainties are not exhaustive. Other sections of this prospectus and the documents incorporated herein by reference may describe additional factors that could adversely impact our business and financial performance. Moreover, we operate in a very competitive and rapidly changing environment. New risks and uncertainties emerge from time to time, and it is not possible to predict all risks and uncertainties, nor can we assess the impact of all factors on our business or the extent to which any factor, or combination of factors, may cause actual results to differ materially from those contained in any forward-looking statements.

Although we believe the expectations reflected in the forward-looking statements are reasonable, we cannot guarantee future results, level of activity, performance or achievements. Moreover, neither we nor any other person assumes responsibility for the accuracy or completeness of any of these forward-looking statements. You should not rely upon forward-looking statements as predictions of future events. You should read this prospectus and any free writing prospectus and the documents that we have incorporated by reference to this prospectus and filed as exhibits to this prospectus completely and with the understanding that our actual future results may be materially different from what we expect.

We caution you not to place undue reliance on the forward-looking statements, which speak only as of the date of this prospectus in the case of forward-looking statements contained in this prospectus.

You should not rely upon forward-looking statements as predictions of future events. Our actual results and financial condition may differ materially from those indicated in the forward-looking statements. We qualify all of our forward-looking statements by these cautionary statements. Although we believe that the expectations reflected in the forward-looking statements are reasonable, we cannot guarantee future results, levels of activity, performance or achievements. Therefore, you should not rely on any of the forward-looking statements. In addition, with respect to all of our forward-looking statements, we claim the protection of the safe harbor for forward-looking statements contained in the Private Securities Litigation Reform Act of 1995.

Except as required by law, we undertake no obligation to update or revise any forward-looking statements to reflect new information or future events or developments. You should not assume that our silence over time means that actual events are bearing out as expressed or implied in such forward-looking statements. Before deciding to purchase our securities, you should carefully consider the risk factors discussed and incorporated by reference in this prospectus and the documents incorporated herein.

USE OF PROCEEDS

We estimate that the net proceeds from this offering, after deducting placement agent fees and estimated offering expenses payable by us, will be approximately \$[] million (based on an assumed public offering price of \$6.27 per common stock, which was the last reported sales price of our common stock on Nasdaq on December 30, 2024, and assuming that all shares of common stock and accompanying Common Warrants are sold). However, because this is a "best efforts" offering and there is no minimum offering amount required as a condition to the closing of this offering, the actual offering amount, the Placement Agents' fees and net proceeds to us are not presently determinable and may be substantially less than the maximum amounts set forth on the cover page of this prospectus. As a result, we may receive significantly less in net proceeds. Based on the assumed offering price set forth above, we estimate that our net proceeds from the sale of 75%, 50%, and 25% of the securities offered in this offering would be approximately \$[], \$[] and \$[], respectively, after deducting the estimated placement agent fees and estimated offering expenses payable by us, and assuming no issuance of any Pre-Funded Warrants and assuming no exercise of the Common Warrants. The combined public offering price per share (or Pre-Funded Warrant) and Common Warrants will be fixed for the duration of this offering.

We currently anticipate that we will use the net proceeds from this offering as follows:

- approximately \$[*] million (40% of the net proceeds) for research and development to make improvement to our anti-drone system, our semiconductor business, our bulk-to-shape technology, our ESG Lasers and our material processing;~
- approximately \$[*] million (35% of the net proceeds) to support strategic acquisitions (which may be structured on an earn-out basis as a percentage of sales and/or with issuance of shares instead of cash outlay); and
- approximately \$[*] million (25% of the net proceeds) for general working capital.

We cannot specify with certainty all of the particular uses for the remaining net proceeds to us from this offering. In addition, although from time to time, we may meet with and identify acquisition targets, we currently have no agreements or commitments with respect to material acquisitions or investments in other companies. Management will retain broad discretion in the allocation of the net proceeds of this offering. You will not have the opportunity to evaluate the economic, financial or other information on which we base our decisions on how to use the proceeds.

DIVIDEND POLICY

We paid a one-time cash dividend for the year ended December 31, 2021, in the amount of \$310,280. We currently intend to retain all available funds and any future earnings, if any, and do not expect to pay any dividends in the foreseeable future. Any future determination to declare cash dividends will be made at the discretion of our Board of Directors, subject to applicable laws, and will depend on a number of factors, including our financial condition, results of operations, capital requirements, contractual restrictions, general business conditions, and other factors that our Board of Directors may deem relevant.

Any future determination regarding the declaration and payment of dividends, if any, will be at the discretion of our board of directors and will depend on then-existing conditions, including our financial condition, operating results, contractual restrictions, capital requirements, business prospects, and other factors our board of directors may deem relevant. In addition, our ability to pay dividends may be restricted by any agreements we may enter into in the future.

DESCRIPTION OF CAPITAL STOCK

General

The following description of our securities and certain provisions of our amended and restated certificate of incorporation and amended and restated bylaws are summaries and are qualified by reference to the amended and restated certificate of incorporation and our bylaws that will be in effect on the closing of this offering. Copies of these documents have been filed with the SEC as exhibits to our registration statement, of which this prospectus forms a part. The descriptions of the Shares and preferred stock reflect changes to our capital structure that will be in effect on the closing of this offering.

Our authorized capital stock consists of 100,000,000 shares of our Common Stock, \$0.001 par value per share, and 10,000,000 shares of undesignated preferred stock \$0.001 par value per share.

As of December 30, 2024, there were 14,282,395 shares of our common stock outstanding held by 7 stockholders of record.

Our Board of Directors is authorized, without stockholder approval, to issue additional shares of our capital stock.

Common Stock

As of December 30, 2024, we had 14,282,395 shares of Common Stock outstanding and 100,000,000 shares of our common stock authorized. Holders of shares of our common stock have the right to cast one vote for each share of our common stock in their name on the books of our company, whether represented in person or by proxy, on all matters submitted to a vote of holders of common stock, including election of directors. There is no right to cumulative voting in election of directors. Except where a greater requirement is provided by statute, by our certificate of incorporation, or by our bylaws, the presence, in person or by proxy duly authorized, of the one or more holders of a majority of the outstanding shares of our common stock constitutes a quorum for the transaction of business. The vote by the holders of a majority of outstanding shares is required to effect certain fundamental corporate changes such as liquidation, merger, or amendment of our certificate of incorporation.

There are no restrictions in our certificate of incorporation or bylaws that prevent us from declaring dividends. We have not declared any dividends, and we do not plan to declare any dividends in the foreseeable future.

Holders of shares of our common stock are not entitled to preemptive or subscription or conversion rights, and no redemption or sinking fund provisions are applicable to our common stock. All outstanding shares of common stock are fully paid and non-assessable.

Preferred Stock

Our Board of Directors also has the authority to designate the rights and preferences, including but not limited to the voting rights, redemption rights, conversion rights and right to payment of dividends, of our preferred stock. Under our certificate of incorporation, we have 10,000,000 authorized shares of "blank check" preferred.

Authorized but Unissued Shares

The authorized but unissued shares of common stock are available for future issuance without stockholder approval, subject to any limitations imposed by the listing standards of any exchange on which our shares are listed. These additional shares may be used for a variety of corporate finance transactions, acquisitions and employee benefit plans. The existence of authorized but unissued and unreserved common stock could make more difficult or discourage an attempt to obtain control of us by means of a proxy contest, tender offer, merger or otherwise.

Special Meeting of Stockholders; Advance Notice Requirements for Stockholder Proposals and Director Nominations; Stockholder Action; Forum Selection

Our certificate of incorporation and bylaws provide that, except as otherwise required by law, special meetings of the stockholders can only be called by chairperson of the Board, the chief executive officer, the president, the secretary or a majority of the authorized number of directors. In addition, our bylaws establish an advance notice procedure for stockholder proposals to be brought before an annual meeting of stockholders, including proposed nominations of candidates for election to our Board of Directors. Stockholders at an annual meeting may only consider proposals or nominations specified in the notice of the meeting or brought before the meeting by or at the direction of our Board of Directors, or by a stockholder of record on the record date for the meeting who is entitled to vote at the meeting and who has delivered timely written notice in proper form to our secretary of the stockholder's intention to bring such business before the meeting. These provisions could have the effect of delaying until the next stockholder meeting stockholder actions that are favored by the holders of a majority of our outstanding voting securities. Further, our bylaws require that, unless we consent in writing to the selection of an alternative forum, the Court of Chancery of the State of Delaware is to be the sole and exclusive forum for (i) any derivative action or proceeding brought on behalf of us, (ii) any action asserting a claim of breach of a fiduciary duty owed by any of our directors, officers or other employees to us or our stockholders, (iii) any action asserting a claim arising pursuant to any provision of the General Corporation Law of the State of Delaware or our bylaws or (iv) any action or proceeding asserting a claim governed by the internal affairs doctrine. This forum selection provision in our Bylaws may limit our stockholders' ability to obtain a favorable judicial forum for disputes with us.

Limitations of Liability and Indemnification

Delaware Law

Section 145 of the Delaware General Corporation Law provides for, under certain circumstances, the indemnification of our officers, directors, employees and agents against liabilities that they may incur in such capacities. Below is a summary of the circumstances in which such indemnification is provided.

In general, the statute provides that any director, officer, employee or agent of a corporation may be indemnified against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement, actually and reasonably incurred in a proceeding (including any civil, criminal, administrative or investigative proceeding) to which the individual was a party by reason of such status. Such indemnity may be provided if the indemnified person's actions resulting in the liabilities: (i) were taken in good faith; (ii) were reasonably believed to have been in or not opposed to our best interests; and (iii) with respect to any criminal action, such person had no reasonable cause to believe the actions were unlawful. Unless ordered by a court, indemnification generally may be awarded only after a determination of independent members of the Board of Directors or a committee thereof,

by independent legal counsel or by vote of the stockholders that the applicable standard of conduct was met by the individual to be indemnified.

The statutory provisions further provide that to the extent a director, officer, employee or agent is wholly successful on the merits or otherwise in defense of any proceeding to which he or she was a party, he or she is entitled to receive indemnification against expenses, including attorneys' fees, actually and reasonably incurred in connection with the proceeding.

Indemnification in connection with a proceeding by us or in our right in which the director, officer, employee or agent is successful is permitted only with respect to expenses, including attorneys' fees actually and reasonably incurred in connection with the defense. In such actions, the person to be indemnified must have acted in good faith, in a manner believed to have been in our best interests and must not have been adjudged liable to us, unless and only to the extent that the Court of Chancery or the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability, in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expense which the Court of Chancery or such other court shall deem proper. Indemnification is otherwise prohibited in connection with a proceeding brought on our behalf in which a director is adjudged liable to us, or in connection with any proceeding charging improper personal benefit to the director in which the director is adjudged liable for receipt of an improper personal benefit.

Delaware law authorizes us to reimburse or pay reasonable expenses incurred by a director, officer, employee or agent in connection with a proceeding in advance of a final disposition of the matter. Such advances of expenses are permitted if the person furnishes to us a written agreement to repay such advances if it is determined that he or she is not entitled to be indemnified by us.

The statutory section cited above further specifies that any provisions for indemnification of or advances for expenses does not exclude other rights under our certificate of incorporation, by-laws, resolutions of our stockholders or disinterested directors, or otherwise. These indemnification provisions continue for a person who has ceased to be a director, officer, employee or agent of the corporation and inure to the benefit of the heirs, executors and administrators of such persons.

The statutory provision cited above also grants us the power to purchase and maintain insurance policies that protect any director, officer, employee or agent against any liability asserted against or incurred by him or her in such capacity arising out of his or her status as such. Such policies may provide for indemnification whether or not the corporation would otherwise have the power to provide for it.

Our bylaws include an indemnification provision under which we have the power to indemnify our directors, officers, former directors and officers, employees and other agents (including heirs and personal representatives) against all costs, charges and expenses actually and reasonably incurred, including an amount paid to settle an action or satisfy a judgment to which a director or officer is made a party by reason of being or having been our director or officer. Our bylaws further provide for the advancement of all expenses incurred in connection with a proceeding upon receipt of an undertaking by or on behalf of such person to repay such amounts if it is determined that the party is not entitled to be indemnified under our bylaws. No advance will be made by us to a party if it is determined that the party acting in bad faith. These indemnification rights are contractual, and as such will continue as to a person who has ceased to be a director, officer, employee or other agent, and will inure to the benefit of the heirs, executors and administrators of such a person.

At present, we do not maintain directors' and officers' liability insurance in order to limit the exposure to liability for indemnification of directors and officers, including liabilities under the Securities Act; however, we are in the process of obtaining such insurance.

Certificate of Incorporation

Our certificate of incorporation contains provisions that limit the liability of our current and former directors for monetary damages to the fullest extent permitted by Delaware law. Delaware law provides that directors of a corporation will not be personally liable for monetary damages for any breach of fiduciary duties as directors, except liability for:

- any breach of the director's duty of loyalty to the corporation or its stockholders;
- any act or omission not in good faith or that involves intentional misconduct or a knowing violation of law;
- unlawful payments of dividends or unlawful stock repurchases or redemptions; or
- any transaction from which the director derived an improper personal benefit.

Such limitation of liability does not apply to liabilities arising under federal securities laws and does not affect the availability of equitable remedies such as injunctive relief or rescission.

Our certificate of incorporation authorizes us to indemnify our directors, officers, employees, and other agents to the fullest extent permitted by Delaware law.

DESCRIPTION OF SECURITIES WE ARE OFFERING

Offering

We are offering shares of our common stock, Pre-Funded Warrants, and Common Warrants. The shares of our common stock and/or Pre-Funded Warrants and accompanying Common Warrants will be issued together but are immediately separable. We are also registering the shares of our common stock issuable from time to time upon exercise of the Pre-Funded Warrants and the Common Warrants offered hereby.

Common Stock

The material terms and provisions of our common stock are described under the caption "Description of Capital Stock" in this prospectus.

Pre-Funded Warrants

The following is a brief summary of certain terms and conditions of the Pre-Funded Warrants being offered by us. The following description is subject in all respects to the provisions contained in the Pre-Funded Warrants.

Overview

We are offering to the investors who purchase shares of common stock in this offering that would otherwise result in the purchaser, together with its affiliates and certain related parties, beneficially owning more than 4.99% (or, at the election of the purchaser, 9.99%) of our outstanding shares of our common stock immediately following the consummation of this offering, the opportunity to purchase Pre-Funded Warrants, in lieu of shares that otherwise would result in the purchaser's beneficial ownership exceeding 4.99% (or, at the election of the purchaser, 9.99%) of our outstanding shares of

common stock. Each Pre-Funded Warrant is exercisable for one share of our common stock at an exercise price of \$0.001. The Pre-Funded Warrants are immediately exercisable and may be exercised at any time until all of the Pre-Funded Warrants are exercised in full.

Form

The Pre-Funded Warrants will be issued as individual warrant agreements to each individual purchaser of a Pre-Funded Warrant. The form of Pre-Funded Warrant has been filed as an exhibit to the Registration Statement on Form S-1 of which this prospectus forms a part.

Term and Exercise Price

Each Pre-Funded Warrant offered hereby will have an initial exercise price equal to \$0.001 per share of our common stock. The Pre-Funded Warrants will be immediately exercisable and may be exercised at any time until the Pre-Funded Warrants are exercised in full. The exercise price and number of shares issuable upon exercise is subject to appropriate proportional adjustment in the event of share dividends, share splits, reorganizations or similar events affecting our shares of common stock and the exercise price.

Exercisability

The Pre-Funded Warrants will be exercisable, at the option of each holder, in whole or in part, by delivering to us a duly executed exercise notice and, within the earlier of (i) two trading days and (ii) the number of trading days comprising the standard settlement period with respect to our shares of common stock as in effect on the date of delivery of the notice of exercise thereafter, payment in full for the number of shares of our common stock purchased upon such exercise (except in the case of a cashless exercise as discussed below). A holder may not exercise any portion of the Pre-Funded Warrant to the extent that the holder, together with its affiliates and any other persons acting as a group together with any such persons, would own more than 9.99% of the number of shares of our common stock outstanding immediately after exercise (the "Beneficial Ownership Limitation"); provided that a holder with a Beneficial Ownership Limitation of 9.99%, upon notice to us and effective sixty-one (61) days after the date such notice is delivered to us, may increase or decrease the Beneficial Ownership Limitation so long as it in no event exceeds 9.99% of the number of shares of our common stock outstanding immediately after exercise.

Cashless Exercise

In lieu of making the cash payment otherwise contemplated to be made to us upon such exercise in payment of the aggregate exercise price, the holder may exercise its Pre-Funded Warrants (either in whole or in part) by means of a cashless exercise in which the holder shall be entitled to receive upon such exercise the net number of shares of our common stock determined according to a formula set forth in the Pre-Funded Warrants.

Fractional Shares

No fractional shares of our common stock will be issued upon the exercise of the Pre-Funded Warrants. Rather, we will, at our election, and in lieu of the issuance of such fractional share, either (i) pay cash in an amount equal to such fraction multiplied by the exercise price or (ii) round up to the next whole share issuable upon exercise of the Pre-Funded Warrants.

Transferability

Subject to applicable laws, a Pre-Funded Warrant may be transferred at the option of the holder upon surrender of the Pre-Funded Warrant to us together with the appropriate instruments of transfer and funds sufficient to pay any transfer taxes payable upon such transfer.

Trading Market; Exchange Listing

We do not plan to apply to list the Pre-Funded Warrants on the Nasdaq Capital Market, any other national securities exchange, or any other nationally recognized trading system. Our shares of common stock issuable upon exercise of the Pre-Funded Warrants are currently listed on the Nasdaq Capital Market under the symbol "LASE."

Fundamental Transaction

In the event of a fundamental transaction, as described in the Pre-Funded Warrants and generally including any reorganization, recapitalization or reclassification of our shares of common stock, the sale, transfer or other disposition of all or substantially all of our properties or assets, our consolidation or merger with or into another person, the acquisition of more than 50% of our outstanding shares of our common stock, the holders of the Pre-Funded Warrants will be entitled to receive upon exercise of the Pre-Funded Warrants the kind and amount of securities, cash or other property that the holders would have received had they exercised the Pre-Funded Warrants immediately prior to such fundamental transaction.

Rights as a Stockholder

Except as otherwise provided in the Pre-Funded Warrants or by virtue of such holder's ownership of shares of our common stock, the holders of the Pre-Funded Warrants do not have the rights or privileges of holders of our shares of common stock, including any voting rights, until they exercise their Pre-Funded Warrants.

Common Warrants

The following is a brief summary of certain terms and conditions of the Common Warrants being offered by us. The following description is subject in all respects to the provisions contained in the Common Warrants.

Form

The Common Warrants will be issued as individual warrant agreements to each individual purchaser of a Common Warrant. The form of the Common Warrant has been filed as an exhibit to the Registration Statement on Form S-1 of which this prospectus forms a part.

Term

The Common Warrants will expire on the date that is five years after the date of issuance.

Exercisability

The Common Warrants are exercisable at any time beginning on the effective date of the Warrant Stockholder Approval, provided however, if the Pricing Conditions are met, the Warrant Stockholder Approval will not be required and the Common Warrant will be exercisable upon issuance. The Common Warrants will be exercisable, at the option of each holder, in whole or in part, by delivering to us a duly executed exercise notice and by payment in full of the exercise price in immediately available funds for the number of Shares of common stock purchased upon such exercise. If at the time of exercise there is no effective registration statement registering, or the prospectus contained therein is not available for, the issuance or resale of the Shares of common stock to be issued upon exercise of the Common Warrants, then as an alternative to payment of the exercise price in immediately available funds, the holder may elect to exercise the Common Warrant through a cashless exercise, in which case the holder would receive upon such exercise the net number of Shares of common stock determined according to the formula set forth in the Common Warrant. No fractional Shares of common stock will be issued in connection with the exercise of a Warrant. In lieu of fractional shares, we will, at our election, either pay the holder an amount in cash equal to the fractional amount multiplied by the last closing trading price of the Shares of common stock on the exercise date or round up to the next whole share.

Exercise Limitations

Under the Common Warrant, we may not effect the exercise of any Common Warrant, and a holder will not be entitled to exercise any portion of any Common Warrant, which, upon giving effect to such exercise, would cause (i) the aggregate number of shares of our common stock beneficially owned by the Investor (together with its affiliates) to exceed 4.99% of the number of shares of our common stock outstanding immediately after giving effect to the exercise, or (ii) the combined voting power of the Company's securities beneficially owned by the Investor (together with its affiliates) to exceed 4.99% of the combined voting power of all of the Company's securities then outstanding immediately after giving effect to the exercise, as such percentage ownership is determined in accordance with the terms of the Common Warrants. However, any holder may increase or decrease such percentage to any other percentage not in excess of 9.99% provided that any increase shall not be effective until 61 days following notice from the holder to us.

Exercise Price

The exercise price per whole share of our common stock issuable upon the exercise of the Common Warrants is \$_____ per share of our common stock. The exercise price of the Common Warrants and the number of shares of our common stock issuable upon exercise of the Common Warrants is subject to appropriate adjustment in the event of certain stock dividends and distributions, stock splits, stock combinations, reclassifications or similar events affecting our shares of common stock and also upon any distributions of assets, including cash, stock, or other property to our stockholders. The exercise price will not be adjusted below the par value of our shares of common stock.

Fractional Shares

No fractional shares of our common stock will be issued upon the exercise of the Common Warrants. Rather, we will, at our election, and in lieu of the issuance of such fractional share, either (i) pay cash in an amount equal to such fraction multiplied by the exercise price or (ii) round up to the next whole share issuable upon exercise of the Common Warrants.

Transferability

Subject to applicable laws, the Common Warrants may be offered for sale, sold, transferred, or assigned without our consent. The Common Warrants will be held in definitive form by the purchasers. The ownership of the Common Warrants and any transfers of the Common Warrants will be registered in a warrant register maintained by us or our transfer agent.

Trading Market; Exchange Listing

We do not plan to apply to list the Common Warrants on the Nasdaq Capital Market, any other national securities exchange, or any other nationally recognized trading system. The shares of our common stock issuable upon exercise of the Common Warrants are currently listed on the Nasdaq Capital Market under the symbol "LASE."

Fundamental Transactions

In the event of a fundamental transaction, as described in the Common Warrants and generally including any reorganization, recapitalization or reclassification of our shares of common stock, the sale, transfer or other disposition of all or substantially all of our properties or assets, our consolidation or merger with or into another person, the acquisition of more than 50% of our outstanding shares of common stock, or any person or group becoming the beneficial owner of 50% of the voting power represented by our outstanding shares of common stock, upon consummation of such a fundamental transaction, the holders of the Common Warrants will be entitled to receive upon exercise of the Common Warrants the kind and amount of securities, cash or other property that the holders would have received had they exercised the Common Warrants immediately prior to such fundamental transaction without regard to any limitations on exercise contained in the Common Warrants. In addition, the holders of the Common Warrants have the right to require us or a successor entity to redeem the Common Warrant for the cash paid in the fundamental transaction in the amount of the Black Scholes value of the unexercised portion of the Common Warrant on the date of the consummation of the fundamental transaction.

No Rights as a Stockholder

Except by virtue of such holder's ownership of shares of our common stock, the holder of a Common Warrant does not have the rights or privileges of a holder of our common stock, including any voting rights or the rights to receive dividends, until the holder exercises the Common Warrant.

PLAN OF DISTRIBUTION

[*] has agreed to act as our exclusive placement agent in connection with this offering, subject to the terms and conditions of the placement agency agreement dated December ___, 2024. The Placement Agent is not purchasing or selling any of the securities offered by this prospectus, nor is it required to arrange the purchase or sale of any specific number or dollar amount of securities but has agreed to use its reasonable best efforts to arrange for the sale of the securities offered hereby. Therefore, we may not sell the entire amount of securities offered pursuant to this prospectus. We may also enter into a securities purchase agreement directly with investors for the purchase of our securities in this offering.

We will deliver the securities being issued to the investors in this offering upon receipt of such investor's funds for the purchase of the securities offered pursuant to this prospectus. We will deliver the securities being offered pursuant to this prospectus upon closing. We expect this offering to be completed not later than one (1) business day following the commencement of this offering and we will deliver all securities to be issued in connection with this offering delivery versus payment ("DVP")/receipt versus payment ("RVP") upon receipt of investor funds received by us. We expect to deliver the securities being offered pursuant to this prospectus on or about _____, 2025.

We have agreed to indemnify the Placement Agent and specified other persons against specified liabilities, including liabilities under the Securities Act, and to contribute to payments the Placement Agent may be required to make in respect thereof.

Fees and Expenses

We have engaged [*] as our exclusive Placement Agent in connection with this offering. This offering is being conducted on a reasonable best efforts basis and the Placement Agent has no obligation to buy any of the securities from us or to arrange for the purchase or sale of any specific number or dollar amount of securities. We have agreed to pay the Placement Agent a fee based on the aggregate proceeds as set forth in the table below:

	<u>Per Share and Accompanying Common Warrant</u>	<u>Per Pre-Funded Warrant and Accompanying Common Warrant</u>	<u>Total</u>
Offering price	\$	\$	
Placement Agent's Fees ⁽¹⁾	\$	\$	
Proceeds to us, before expenses	\$	\$	

(1) We have agreed to pay the Placement Agent a total cash fee equal to 7% of the gross proceeds of the offering, including from exercise of the Common Warrants.

(2) Does not include potential proceeds from the exercise of the Common Warrants and/or Pre-Funded Warrants for cash, if any.

We have agreed to reimburse the Placement Agent at closing for legal expenses incurred by the Placement Agent in connection with this offering in an aggregate amount of up to \$100,000 and non-accountable expense reimbursement in an amount of up to \$25,000. We estimate the total expenses payable by us for this offering, excluding the Placement Agent fees and expenses, will be approximately \$_____.

The Placement Agent may be deemed to be an underwriter within the meaning of Section 2(a)(11) of the Securities Act, and any commissions received by it and any profit realized on the resale of the shares sold by it while acting as principal might be deemed to be underwriting discounts or commissions under the Securities Act. As an underwriter, the Placement Agent would be required to comply with the requirements of the Securities Act and the Exchange Act, including, without limitation, Rule 415(a)(4) under the Securities Act and Rule 10b-5 and Regulation M under the Exchange Act. These rules and regulations may limit the timing of purchases and sales of shares by the Placement Agent acting as principal. Under these rules and regulations, the Placement Agent:

- may not engage in any stabilization activity in connection with our securities; and
- may not bid for or purchase any of our securities or attempt to induce any person to purchase any of our securities, other than as permitted under the Exchange Act, until it has completed its participation in the distribution.

Placement Agent Warrants

The Placement Agent will receive warrants to purchase up to seven percent (7%) of the number of shares of Common Stock and Pre-Funded Warrants sold in the offering, which Placement Agent Warrants are exercisable at an exercise price equal to 110% of the public offering price and will terminate five (5) years from the date of the commencement of sales in this offering. The Placement Agent warrants will be registered as part of this registration statement, along with the shares of Common Stock issuable upon exercise of the Placement Agent Warrants.

Lock-Up Agreements

Our directors and officers have entered into lock-up agreements. Under these agreements, these individuals have agreed, subject to specified exceptions, not to sell or transfer any shares of our common stock or securities convertible into, or exchangeable or exercisable for, our shares of common stock during a period ending ____ days after the date of this prospectus, without first obtaining the written consent of [*]. Specifically, these individuals have agreed, in part, not to:

- offer for sale, sell, pledge, or otherwise transfer or dispose of (or enter into any transaction that is designed to, or could reasonably be expected to, result in the transfer or disposition by any person at any time in the future of) any shares of our common stock (including, without limitation, shares of our common stock that may be deemed to be beneficially owned and shares of our common stock that may be issued upon exercise of any options or warrants) or securities convertible into or exercisable or exchangeable for our common stock;
- enter into any swap or other agreement, arrangement, hedge, or transaction that transfers to another, in whole or in part, directly or indirectly, any of the economic consequences of ownership of our securities, whether any such transaction is to be settled by delivery of shares of our shares of common stock, in cash or otherwise;
- make any demand for or exercise any right or cause to be filed a registration statement, including any amendments thereto, with respect to the registration of any shares of our common stock or securities convertible into or exercisable or exchangeable for shares of our common stock or any other securities of the Company; or
- publicly disclose the intention to do any of the foregoing.

Notwithstanding these limitations, these shares of our common stock may be transferred under limited circumstances, including, without limitation, by gift, will or intestate succession.

No Sales of Similar Securities

We have agreed, subject to certain exceptions, not to issue, enter into any agreement to issue or announce the issuance or proposed issuance of, any shares of our common stock (or securities convertible into or exercisable for our common stock) or, subject to certain exceptions, file any registration statement, including any amendments or supplements thereto (other than the prospectus, registration statement or amendment to the registration statement relating to the securities offered hereunder and a registration statement on Form S-8), until 90 days after the completion of this offering. We have also agreed not to enter into a variable rate transaction (as defined in the securities purchase agreement) for 180 days after the completion of this offering; provided, however, that 61 days after the completion of this offering, the entry into and/or issuance of shares of our common stock by us in an "at the market" offering with the Placement Agent as sales agent will not be deemed a variable rate transaction.

Discretionary Accounts

The Placement Agent does not intend to confirm sales of the securities offered hereby to any accounts over which it has discretionary authority.

Listing

Our shares of common stock are listed on the Nasdaq Capital Market under the symbol "LASE".

There is no established public trading market for the Common Warrants or the Pre-Funded Warrants and we do not expect a market to develop for either security. Without an active trading market, the liquidity of the Common Warrants and the Pre-Funded Common Warrants will be limited. In addition, we do not intend to list the Warrants or the Pre-Funded Warrants on Nasdaq, any other national securities exchange, or any other trading system.

Other Activities and Relationships

The Placement Agent and certain of its affiliates are full service financial institutions engaged in various activities, which may include securities trading, commercial and investment banking, financial advisory, investment management, investment research, principal investment, hedging, financing, and brokerage activities. The Placement Agent and certain of its affiliates have, from time to time, performed, and may in the future perform, various commercial and investment banking and financial advisory services for us and our affiliates, for which they received or will receive customary fees and expenses.

In the ordinary course of their various business activities, the Placement Agent and certain of its affiliates may make or hold a broad array of investments and actively trade debt and equity securities (or related derivative securities) and financial instruments (including bank loans) for their own account and for the accounts of their customers, and such investment and securities activities may involve securities and/or instruments issued by us and our affiliates. If the Placement Agent or its affiliates have a lending relationship with us, they routinely hedge their credit exposure to us consistent with their customary risk management policies. The Placement Agent and its affiliates may hedge such exposure by entering into transactions that consist of either the purchase of credit default swaps or the creation of short positions in our securities or the securities of our affiliates, including potentially the our common stock offered hereby. Any such short positions could adversely affect future trading prices of our shares of common stock offered hereby. The Placement Agent and certain of its affiliates may also communicate independent investment recommendations, market color or trading ideas and/or publish or express independent research views in respect of such securities or instruments and may at any time hold, or recommend to clients that they acquire, long and/or short positions in such securities and instruments.

As stated above, the Placement Agent and its affiliates have and may in the future provide, from time to time, investment banking and financial advisory services to us in the ordinary course of business, for which they may receive customary fees and commissions.

Transfer Agent and Registrar

The transfer agent and registrar for our common stock is Direct Transfer, LLC.

Trading Market

Our common stock is listed on the Nasdaq Capital Market under the symbol "LASE".

LEGAL MATTERS

The validity of the securities being offered by this prospectus will be passed upon for us by CM Law PLLC, Washington, D.C. The Placement Agent is being represented by [*], in connection with this offering.

EXPERTS

The financial statements as of December 31, 2023 and 2022 and for the years then ended included in this prospectus have been audited by Fruci & Associates II, PLLC, an independent registered public accounting firm, and are included in reliance upon such report given on the authority of such firm as experts in accounting and auditing.

INCORPORATION OF CERTAIN DOCUMENTS BY REFERENCE

The SEC permits us to "incorporate by reference" into this prospectus the information contained in documents that we file with the SEC, which means that we can disclose important information to you by referring you to those documents. Information that is incorporated by reference is considered to be part of this prospectus and you should read it with the same care that you read this prospectus. Information that we file later with the SEC will automatically update and supersede the information that is either contained, or incorporated by reference, in this prospectus, and will be considered to be a part of this prospectus from the date those documents are filed. We have filed with the SEC and incorporate by reference in this prospectus, except as superseded, supplemented or modified by this prospectus, the documents listed below (excluding those portions of any Current Report on Form 8-K that are not deemed "filed" pursuant to the General Instructions of Form 8-K):

- our Annual Report on [Form 10-K/A](#) for the fiscal year ended December 31, 2023, filed with the SEC on August 28, 2024 ([Amendment No. 1](#)) and September 12, 2024 ([Amendment No. 2](#));
- our Quarterly Report on [Form 10-Q](#) for the quarter ended June 30, 2024, filed with the SEC on August 29, 2024 and [Form 10-Q/A \(Amendment No. 1\)](#) filed September 12, 2024 and [Form 10-Q/A \(Amendment No. 2\)](#) filed September 24, 2024.our [Form 10-Q](#) for the quarter ended September 30, 2024, file with the SEC on November 18, 2024;
- our Current Reports on Forms 8-K filed with the SEC on [February 7, 2024, April 11, 2024, April 22, 2024, May 13, 2024, June 11, 2024, June 27, 2024, August 21, 2024, August 23, 2024, August 26, 2024, August 27, 2024, August 29, 2024, September 4, 2024](#) (both filings), [September 23, 2024, October 2, 2024](#) and [November 6, 2024](#) (except for Item 7.01 of any Current Report on Form 8-K which are not deemed "filed" for purposes of Section 18 of the Exchange Act and are not incorporated by reference in this prospectus);
- our [S-1 Registration Statement](#) filed September 13, 2024; and
- our [Schedule 14C](#) filed September 27, 2024.

We also incorporate by reference into this prospectus additional documents that we may file with the SEC under Sections 13(a), 13(c), 14 or 15(d) of the Exchange Act (i) on or after the date of the initial filing of the registration statement of which this prospectus forms a part and prior to effectiveness of such registration statement and (ii) on or after the date hereof but before the completion or termination of this offering (excluding any

information not deemed "filed" with the SEC).

Any statement contained in a previously filed document is deemed to be modified or superseded for purposes of this prospectus to the extent that a statement contained in this prospectus or in a subsequently filed document incorporated by reference herein modifies or supersedes the statement, and any statement contained in this prospectus is deemed to be modified or superseded for purposes of this prospectus to the extent that a statement contained in a subsequently filed document incorporated by reference herein modifies or supersedes the statement.

We will provide, without charge, to each person to whom a copy of this prospectus is delivered, including any beneficial owner, upon the written or oral request of such person, a copy of any or all of the documents incorporated by reference herein, including exhibits. Requests should be directed to:

Laser Photonics Corporation
1101 N. Keller Road
Suite G-2
Orlando, FL 32810
(407) 804-1000

For other ways to obtain a copy of these filings, please refer to "Where You Can Find Additional Information" below.

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WHERE YOU CAN FIND ADDITIONAL INFORMATION

We have filed with the SEC a registration statement on Form S-1 under the Securities Act with respect to the shares of common stock offered by this prospectus. This prospectus, which constitutes a part of the registration statement, does not contain all the information set forth in the registration statement, some of which is contained in exhibits to the registration statement as permitted by the rules and regulations of the SEC. For further information with respect to us and our common stock, we refer you to the registration statement, including the exhibits filed as a part of the registration statement. Statements contained in this prospectus concerning the contents of any contract or any other document are not necessarily complete. If a contract or document has been filed as an exhibit to the registration statement, please see the copy of the contract or document that has been filed. Each statement in this prospectus relating to a contract or document filed as an exhibit is qualified in all respects by the filed exhibit. The SEC maintains an internet website that contains reports and other information about issuers, like us, that file electronically with the SEC. The address of that website is www.sec.gov.

We are subject to the information reporting requirements of the Exchange Act, and we file reports, proxy statements, and other information with the SEC. These reports, proxy statements and other information is available at www.sec.gov.

We also maintain a website at www.laserphotonics.com. Information contained in, or accessible through, our website is not a part of this prospectus, and the inclusion of our website address in this prospectus is only as an inactive textual reference.

We will provide, without charge, to each person to whom a copy of this prospectus is delivered, including any beneficial owner, upon the written or oral request of such person, a copy of any or all of the documents incorporated by reference herein, including exhibits. Requests should be directed to:

Laser Photonics Corporation
1101 N. Keller Road
Suite G-2
Orlando, FL 32810
(407) 804-1000

For other ways to obtain a copy of these filings, please refer to "Where You Can Find Additional Information" above.

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LASER PHOTONICS CORPORATION

Up to [*] Shares of Common Stock

Up to [*] Pre-Funded Warrants to Purchase up to [*] Shares of Common Stock

Up to [*] Common Warrants to Purchase up to [*] Shares of Common Stock

Up to [*] Shares of Common Stock Underlying the Pre-Funded Warrants

Up to [*] Shares of Common Stock Underlying the Common Warrants

Placement Agent Warrants to Purchase Up to [*] Shares of Common Stock

Up to [*] Shares of Common Stock Underlying the Placement Agent Warrants

PRELIMINARY PROSPECTUS

Placement Agent

[*]

_____ 2025

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PART II

INFORMATION NOT REQUIRED IN PROSPECTUS

Unless otherwise indicated, all references to "Laser Photonics," the "Company," "we," "our," "us," or similar terms refer to Laser Photonics Corporation and its subsidiaries.

Item 13. Other Expenses of Issuance and Distribution.

The following table sets forth an estimate of the fees and expenses relating to the issuance and distribution of the securities being registered hereby, other than underwriting discounts and commissions, all of which shall be borne by the registrant. All of such fees and expenses, except for the SEC registration fee, are estimated:

SEC registration fee	\$
FINRA filing fee	\$
Transfer agent and registrar fees and expenses	\$
Legal fees and expenses	\$
Printing fees and expenses	\$
Accounting fees and expenses	\$
Miscellaneous fees and expenses	\$
Total	\$

Item 14. Indemnification of Directors and Officers.

Section 145 of the Delaware General Corporation Law authorizes a court to award, or a corporation's Board of Directors to grant, indemnity to directors and officers in terms sufficiently broad to permit such indemnification under certain circumstances for liabilities, including reimbursement for expenses incurred, arising under the Securities Act. Our amended and restated certificate of incorporation that will be in effect on the closing of this offering permits indemnification of our directors, officers, employees, and other agents to the maximum extent permitted by the Delaware General Corporation Law, and our amended and restated bylaws that will be in effect on the closing of this offering provide that we will indemnify our directors and officers and permit us to indemnify our employees and other agents, in each case to the maximum extent permitted by the Delaware General Corporation Law.

At present, there is no pending litigation or proceeding involving a director or officer of Laser Photonics regarding which indemnification is sought, nor is the registrant aware of any threatened litigation that may result in claims for indemnification.

We maintain insurance policies that indemnify our directors and officers against various liabilities arising under the Securities Act of 1933, as amended (the "Securities Act"), and the Securities Exchange Act of 1934, as amended (the "Exchange Act"), that might be incurred by any director or officer in his capacity as such.

The underwriters will be obligated, under certain circumstances, under the underwriting agreement filed as Exhibit 1.1 hereto, to indemnify us and our officers and directors against liabilities under the Securities Act.

II- 1**Item 15. Recent Sales of Unregistered Securities.**

Set forth below is information regarding shares of common stock issued, and options granted, since January 1, 2022:

On July 24, 2022, we granted 25,000 Incentive Stock Options ('ISOs') to Tim Schick, CFA. The options vested over four years and were exercisable at \$5.00 per share. These options were cancelled when Tim Schick was terminated as our CFO on March 27, 2023. As part of his 2023 termination arrangements, we issued in April 2023 25,000 shares of our common stock as compensation for services that Mr. Schick provided to the Company. These shares of our common stock were recorded at a fair value based on the market price of the Company's stock on the date of the termination agreement.

On December 12, 2022, 180,000 warrants were issued to the following members of Alexander Capital, the Underwriter of our IPO. The warrants are exercisable at \$6.00 per share, between March 28, 2023, and September 29, 2027:

On February 2, 2024, 17,000 Shares of our common stock were issued to Jade Barnwell, our former CFO, under the terms of her employment agreement.

On October 4, 2022, we entered into a marketing agreement with TraDigital Marketing Group under which we issued 350,000 shares of our Common Stock in full satisfaction of the balance due on that agreement, reflected in Accrued Expenses at December 31, 2022 in the amount of \$829,500 (\$2.37 per share, our closing stock price on the date of that agreement).

During the year ended December 31, 2023, we paid \$350,000 and issued 1,000,000 to Fonon Technologies, Inc. ("FTI"), a company controlled by ICT Investments, for a worldwide, exclusive license for all commercial and noncommercial applications of FTI's know-how and trade secrets for High Power Turbo Piercing ("Cold Cutting") laser cutting equipment and technology under the terms of a License Agreement dated October 18, 2023.

The offer, sale and issuance of the securities described in the paragraphs above were deemed to be exempt from registration under the Securities Act in reliance on Rule 506 of Regulation D in that the issuance of securities to the accredited investors did not involve a public offering. Each of the recipients of the securities in this transaction acquired the securities for investment only and not with a view to or for sale in connection with any distribution thereof and appropriate legends were affixed to the securities issued in these transactions. Each of the recipients of these securities in this transaction was an accredited investor under Rule 501 of Regulation D.

Item 16. Exhibits and Financial Statement Schedules.

(a) Exhibits.

See the Exhibit Index on the page immediately preceding the signature page for a list of exhibits filed as part of this registration statement on Form S-1, which Exhibit Index is incorporated herein by reference.

(b) Financial Statement Schedules.

All financial statement schedules are omitted because the information required to be set forth therein is not applicable or is shown in the consolidated financial statements or the notes thereto.

II- 2**Item 17. Undertakings.**

The undersigned Registrant hereby undertakes:

(1) To file, during any period in which offers or sales are being made, a post-effective amendment to this Registration Statement:

(i) To include any prospectus required by Section 10(a)(3) of the Securities Act

(ii) To reflect in the prospectus any facts or events arising after the effective date of this Registration Statement (or the most recent post-effective amendment thereof) which, individually or in the aggregate, represent a fundamental change in the information set forth in this Registration Statement. Notwithstanding the foregoing, any increase or decrease in the volume of securities offered (if the total dollar value of securities offered would not exceed that which was registered) and any deviation from the low or high end of the estimated maximum offering range may be reflected in the form of prospectus filed with the Commission pursuant to Rule 424(b) if, in the aggregate, the changes in volume and price represent no more than 20 percent change in the maximum aggregate offering price set forth in the "Calculation of Registration Fee" table in the effective Registration Statement; and

(iii) To include any material information with respect to the plan of distribution not previously disclosed in this Registration Statement or any material change to such information in this Registration Statement;

provided, however, that paragraphs (1)(i), (1)(ii) and (1)(iii) above do not apply if the information required to be included in a post-effective amendment by those paragraphs is contained in reports filed with or furnished to the Commission by the Registrant pursuant to Section 13 or Section 15(d) of the Exchange Act that are incorporated by reference in this Registration Statement or is contained in a form of prospectus filed pursuant to Rule 427(b) that is part of this Registration Statement.

(2) That, for the purposes of determining any liability under the Securities Act, each post-effective amendment shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at the time shall be deemed to be the initial *bona fide* offering thereof.

(3) To remove from registration by means of a post-effective amendment any of the securities being registered which remain unsold at the termination of the offering.

(4) That, for the purpose of determining liability under the Securities Act to any purchaser:

(i) Each prospectus filed by the Registrant pursuant to Rule 424(b)(3) shall be deemed to be part of this Registration Statement as of the date the filed prospectus was deemed part of and included in the Registration Statement; and

(ii) Each prospectus required to be filed pursuant to Rule 424(b)(2), (b)(5), or (b)(7) as part of a registration statement in reliance on Rule 430B relating to an offering made pursuant to Rule 415(a)(1)(i), (vii), or (x) for the purpose of providing the information required by section 10(a) of the Securities Act shall be deemed to be part of and included in this Registration Statement as of the earlier of the date such form of prospectus is first used after effectiveness or the date of the first contract of sale of securities in the offering described in the prospectus. As provided in Rule 430B, for liability purposes of the issuer and any person that is at that date an underwriter, such date shall be deemed to be a new effective date of the registration statement relating to the securities in the registration statement to which that prospectus relates, and the offering of such securities at that time shall be deemed to be the initial *bona fide* offering thereof. *Provided, however, that no statement made in a registration statement or prospectus that is part of the registration statement or made in a document incorporated or deemed incorporated by reference into the registration statement or prospectus that is part of the registration statement will, as to a purchaser with a time of contract of sale prior to such effective date, supersede or modify any statement that was made in the registration statement or prospectus that was part of the registration statement or made in any such document immediately prior to such effective date.*

The Registrant hereby undertakes that, for purposes of determining any liability under the Securities Act, each filing of the Registrant's annual report pursuant to Section 13(a) or 15(d) of the Exchange Act (and, where applicable, each filing of an employee benefit plan's annual report pursuant to Section 15(d) of the Exchange Act) that is incorporated by reference in this Registration Statement shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial *bona fide* offering thereof.

Insofar as indemnification for liabilities arising under the Securities Act may be permitted to directors, officers and controlling persons of the Registrant pursuant to the indemnification provisions described herein, or otherwise, the Registrant has been advised that in the opinion of the Securities and Exchange Commission such indemnification is against public policy as expressed in the Securities Act and is, therefore, unenforceable. In the event that a claim for indemnification against such liabilities (other than the payment by the Registrant of expenses incurred or paid by a director, officer or controlling person of the Registrant in the successful defense of any action, suit or proceeding) is asserted by such director, officer or controlling person in connection with the securities being registered, the Registrant will, unless in the opinion of its counsel the matter has been settled by controlling precedent, submit to a court of appropriate jurisdiction the question whether such indemnification by it is against public policy as expressed in the Securities Act and will be governed by the final adjudication of such issue.

EXHIBIT INDEX

Exhibit Number	Exhibit Description
1.1#	Form of Placement Agency Agreement
3.1†	Certificate of Incorporation (incorporated by reference to exhibit 3.1 of Registrant's Form 10-12G/A filed April 30, 2020)
3.2†	Certificate of Amendment to the Certificate of Incorporation (incorporated by reference to exhibit 3.3 of Registrant's Form 10-12G/A filed April 30, 2020)
3.3†	Bylaws (incorporated by reference to exhibit 3.2 of Registrant's Form 10-12G/A filed April 30, 2020)
4.1#	Form of Common Warrant.
4.2#	Form of Pre-Funded Warrant
4.3#	Form of Placement Agent Warrant
5.1#	Opinion of CM Law PLLC
10.1+†	2019 Stock Incentive Plan (incorporated by reference to exhibit 10.1 of Registrant's Form S-1 filed November 16, 2021)
10.2+†	Forms of Option Agreement, Stock Option Grant Notice, and Notice of Exercise under 2019 Stock Incentive Plan (incorporated by reference to exhibit 10.2 of Registrant's Form S-1 filed November 16, 2021).
10.3†	Exclusive License Agreement, dated January 1, 2020, between Laser Photonics Corporation and ICT Investments, LLC (incorporated by reference to exhibit 10.3 of Registrant's Form S-1 filed November 16, 2021)
10.4†	Transfer & Registrar Agreement, dated November 19, 2021, between Laser Photonics Corporation and Direct Transfer LLC (incorporated by reference to exhibit 10.4 of Registrant's Form S-1/A filed February 7, 2022)
10.5†	Commercial Sublease Agreement, dated December 1, 2019, between ICT Investments, LLC and Laser Photonics Corporation (incorporated by reference to Exhibit 10.2 to the Form 10-12G/A filed by the Registrant on April 30, 2020)

10.6†	Assignment of Lease Agreement between Fonon Technologies, Inc. and Laser Photonics Corporation, DBA name of Fonon Laser Technologies, LLC, effective March 4, 2019 (incorporated by reference to exhibit 10.6 of Registrant's Form S-1/A filed August 1, 2022)
10.7†	Amendment to Lease Agreement, dated September 28, 2021, between David & Harrell, LLC and Laser Photonics Corporation, DBA name of Fonon Laser Technologies, LLC (incorporated by reference to exhibit 10.7 of Registrant's Form S-1/A filed August 1, 2022)
10.8*	Exclusive License Agreement, dated October 18, 2023, between Laser Photonics Corporation and Fonon Technologies, Inc.
10.9+†	Offer Letter of Employment Carlos Sardinas dated April 8, 2024 (incorporated by reference to Exhibit 10.1 of Registrant's Form 8-K filed by on May 13, 2024)
10.10†	Securities Purchase Agreement, dated August 16, 2024, between Laser Photonics Corporation and certain Purchasers who are signatories thereto (filed as an exhibit to the Registrant's Current Report on Form 8-K on August 23, 2024).
10.11†	Registration Rights Agreement, dated August 16, 2024, between Laser Photonics Corporation and certain Purchasers who are signatories thereto (filed as an exhibit to the Registrant's Current Report on Form 8-K dated August 23, 2024).
10.12†	Placement Agent Agreement (filed as an exhibit to the Registrant's Current Report on Form 8-K on August 23, 2024).
10.13#	Form of Securities Purchase Agreement dated __, 2024, between Laser Photonics Corporation and Purchasers of the Placement Agent Offering
16.1†	Letter submitted to the Securities and Exchange Commission dated June 11, 2024 (incorporated by reference to Exhibit 16.1 to the Registrant's Current Report on Form 8-K filed June 11, 2024)
23.1*	Consent of Fruci & Associates II, PLLC, independent registered public accounting firm
23.2#	Consent of CM Law PLLC (included in Exhibit 5.1)
24.1*	Power of Attorney (set forth on Signature Page)
107*	Filing Fee Table

#To be filed by amendment

* Provided herewith.

+ Indicates a management contract or compensatory plan.

† Previously filed.

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SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, the registrant has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in Orlando, Florida, on December 31, 2024.

LASER PHOTONICS CORPORATION

By: /s/ Wayne Tupuola
 Wayne Tupuola
 President and CEO

POWER OF ATTORNEY

KNOW ALL PERSONS BY THESE PRESENTS, that each person whose signature appears below constitutes and appoints Wayne Tupuola as their true and lawful attorneys-in-fact and agents, with full power of substitution and resubstitution, for them and in their name, place and stead, in any and all capacities, to sign any and all amendments (including post-effective amendments) to this registration statement, and to sign any registration statement for the same offering covered by this registration statement that is to be effective on filing pursuant to Rule 462(b) under the Securities Act of 1933, as amended, and all post-effective amendments thereto, and to file the same, with all exhibits thereto and other documents in connection therewith, with the Securities and Exchange Commission, granting unto said attorneys-in-fact and agents, and each of them, full power and authority to do and perform each and every act and thing requisite and necessary to be done in connection therewith, as fully to all intents and purposes as they might or could do in person, hereby ratifying and confirming all that said attorneys-in-fact and agents or any of them, or their substitute or substitutes, may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, this registration statement on Form S-1 has been signed by the following persons in the capacities and on the dates indicated.

Signature	Title	Date
<u>/s/ Wayne Tupuola</u> Wayne Tupuola	President and CEO (Principal Executive Officer) and Director	December 31, 2024
<u>/s/ Carlos Sardinas</u> Carlos Sardinas	VP, Finance (Principal Financial and Accounting Officer)	December 31, 2024
<u>/s/ Tim Miller</u> Tim Miller	Director	December 31, 2024
<u>/s/ Troy Parkos</u> Troy Parkos	Director	December 31, 2024
<u>/s/ Carlos M. Gonzalez</u> Carlos M. Gonzalez	Director	December 31, 2024

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LICENSE AGREEMENT

This **LICENSE AGREEMENT** (this "Agreement"), effective as of October 18, 2023, is entered into between **Fonon Technologies, Inc.**, a Wyoming Corporation, having a place of business at 2701 Maitland Center Pkwy STE 125, Maitland, Florida 32751 ("Licensor"), and **Laser Photonics Corporation**, a Delaware corporation having its address at 1101 N. Keller Road, Suite G, Orlando, Florida 32810 ("Licensee"). Licensor and Licensee are referred to hereinafter singularly as a "Party" and collectively as the "Parties."

RECITALS:

WHEREAS, Licensor is willing to license to Licensee, and Licensee desires to license from Licensor, an exclusive, worldwide, sublicensable license for all commercial and noncommercial applications of Licensor's know-how and trade secrets for High Power Turbo Piercing ("Cold Cutting") Laser Cutting equipment and technology. Technology includes factory automation, loading and unloading platforms and equipment. License will be used for the purpose of allowing Licensee to develop and market products using such technology and intellectual property; and

WHEREAS, Licensor has majority equity ownership of Licensee and desires to have Licensee be successful in its sales and marketing efforts of the laser Cutting equipment technology.

NOW, THEREFORE, in consideration of the foregoing, the mutual covenants set forth hereinafter, and for other good and valuable consideration, the receipt and sufficiency of which hereby is acknowledged, the Parties agree as follows:

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

"Confidential Information" shall mean Technology disclosed by Licensor to Licensee or by Licensee to Licensor pursuant to this Agreement.

"Force Majeure" shall mean any act of God, any accident, explosion, fire, storm, earthquake, pandemic, flood, drought, peril of the sea, riot, embargo, war or foreign, federal, state or municipal order of general application seizure, requisition or allocation, any failure or delay of transportation, shortage of or inability to obtain supplies, equipment fuel or labor or any other circumstances or event beyond the reasonable control of the party relying upon such circumstance or event.

"Licensor Technology" shall mean all Technology owned or controlled by Licensor as of the date hereof including rights that relate to and are used in researching, developing, or manufacturing laser Cutting equipment. "Owned or controlled" shall include Technology which Licensor owns or under which Licensor is licensed and has the right to grant sublicenses.

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"Improvements" shall mean any improvement or enhancement to any Licensor Technology that is discovered, developed or otherwise acquired by Licensor during the term of this Agreement. For the sake of clarity and the avoidance of doubt, "Improvements" shall include, new patent rights and/or new Technology discovered, developed, or otherwise acquired by Licensor during the term of this Agreement, which new patent rights and/or new Technology reasonably relates to the Licensed Product.

"Licensed Process" means a method or process whose practice or use is covered by Licensor Technology, an Improvement, and/or incorporates or uses Licensor Technology.

"Licensed Product" means any product or component (a) the manufacture, use, sale, offer for sale or import of which is covered by Licensor Technology, an Improvement and/or incorporates or uses any Licensor Technology, or (b) which is made using a Licensed Process.

"Person" shall mean any individual, partnership, corporation, firm, association, unincorporated organization, joint venture, trust or other entity.

"Technology" shall mean public and nonpublic technical or other information, trade secrets, know-how, processes, formulations, concepts, ideas or other data and testing results, experimental methods, or results, descriptions, business or engineering plans, depictions, and any and all other intellectual property, including patents, patent applications, copyrights, trademarks and trademark applications for which Licensor is granting a License to Licensee.

2. License Grant and Commercialization.

2.1. Grant of Licenses to Licensee.

2.1.1. Technology License. Licensor agrees to grant and does hereby grant to Licensee a worldwide, exclusive, non-transferrable license under Licensor Technology to manufacture, have manufactured, use, offer for sale, sell, export, and import Licensed Products and Licensed Processes.

2.1.2. License to Improvements. Licensor agrees to grant and does hereby grant to Licensee a worldwide, royalty-free, exclusive, non-transferrable license to any and all Improvements to sublicense, manufacture, have manufactured, use, offer for sale, sell, export, and import Licensed Products and Licensed Products protected by Improvements, as defined herein.

2.1.3. Third-Party Licenses. To the extent that any Licensor Technology or Improvements licensed to Licensee hereunder consist of rights of Licensor under an agreement or license with or from a third party, any license granted to Licensee hereunder shall be limited to the rights which Licensor has a right to grant under such agreement or license and otherwise subject to any obligations assumed by Licensor in consideration of the grant or assignment of such right or license to Licensor which is to be assigned or sublicensed to Licensee.

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2.1.4. License Fee. Laser Photonics will pay a license fee to FTI of \$350,000 in cash and 1,000,000 restricted shares of Laser Photonics common stock.

2.1.5. License Fee Royalty. Laser Photonics will pay a royalty to FTI equal to 6.5% of the gross sales of the equipment incorporating the FTI Cutting Technology.

3. Technology Transfer and Support.

3.1. Technology Transfer and Support. Licensor shall provide to Licensee reasonable support and assistance with respect to regulatory,

public relations, and similar matters, as well as reasonable technical support and assistance with respect to the analytic testing of any products developed, manufactured, or sold under the terms of this Agreement, and similar matters. For the sake of clarity and the avoidance of doubt, neither Licensor, nor any affiliate of Licensor, shall be entitled to any compensation for any support and assistance provided pursuant to this Section 3.1, except, however, Licensor, or an affiliate of Licensor, shall be entitled to reimbursement for reasonable out-of-pocket expenses incurred in the course of providing such support and assistance, which reasonable expenses shall be reimbursed and paid by Licensee.

3.2. **Patent Rights.** Licensor shall, at its expense, prepare, prosecute and maintain patent applications, and maintain patents issued thereon with respect to Improvements discovered, developed or otherwise acquired by Licensor, except as otherwise specified elsewhere in this Agreement.

3.3. **Cooperation.** Each Party agrees to cause each of its employees and agents to take all actions and to execute, acknowledge and deliver all instruments or agreements reasonably requested by the other Party, and necessary for the perfection, maintenance, enforcement or defense of that Party's rights as set forth herein.

3.5. **Confidential Information.** Any Party receiving Confidential Information shall maintain the confidential and proprietary status of such Confidential Information, keep such Confidential Information and each part thereof within its possession or under its control sufficient to prevent any activity with respect to the Confidential Information that is not specifically authorized by this Agreement, use commercially reasonable efforts to prevent the disclosure of any Confidential Information to any other Person, and use commercially reasonable efforts to ensure that such Confidential Information is used only for those purposes specifically authorized herein; provided, however, that such restriction shall not apply to any Confidential Information which is (a) independently developed by the receiving Party, (b) in the public domain at the time of its receipt or thereafter becomes part of the public domain through no fault of the receiving Party, (c) received without an obligation of confidentiality from a third party having the right to disclose such information, (d) released from the restrictions of this Section 3.5 by the express written consent of the disclosing Party, (e) disclosed to any assignee, sublicensee or subcontractor of either Licensor or Licensee hereunder (if such assignee, sublicense or subcontractor is subject to the provisions of this Section 3.5 or comparable provisions of such other documents), or (f) required by law, statute, rule or court order to be disclosed (the disclosing party shall, however, use commercially reasonable efforts to obtain confidential treatment of any such disclosure). The obligations set forth in this Section 3.5 shall survive for a period of five (5) years from the termination or expiration of this Agreement. Without limiting the generality of the foregoing, Licensor and Licensee each shall use commercially reasonable efforts to obtain confidentiality agreements from its respective employees and agents, similar in scope to this Section 3.5, to protect the Confidential Information. Licensor agrees to treat the Licensor Technology as Confidential Information of Licensee. Notwithstanding anything to the contrary herein, Licensor and Licensee shall each be deemed to have satisfied its obligations under this Section 3.5 if it protects the Confidential Information of the other Party with the same degree of care that it uses to protect its own similar Confidential Information.

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3.6. **Permitted Disclosures.** Notwithstanding the provisions of Section 3.5 hereof, Licensor and Licensee may, to the extent necessary, disclose and use Confidential Information, consistent with the rights of Licensor and Licensee otherwise granted hereunder for the purpose of engaging in research and development, conducting marketing programs, or securing institutional or government approval to market any product.

4. **Disclaimer of Warranty; Consequential Damages.**

4.1. **Disclaimer of Warranty.** Nothing in this Agreement shall be construed as a representation made or warranty given by either Party hereto that the use of any Licensor Technology and Improvements transferred or licensed hereunder, will not infringe the patent or proprietary rights of any other Person or entity. In addition, Licensor and Licensee acknowledge that THE TECHNOLOGY IS LICENSED, AS THE CASE MAY BE, TO LICENSEE AND LICENSOR, RESPECTIVELY, AS IS, AND LICENSOR AND LICENSEE EXPRESSLY DISCLAIM AND HEREBY WAIVE, RELEASE AND RENOUNCE ANY WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO SUCH TECHNOLOGY, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

5. **No Implied Waivers; Rights Cumulative.** No failure on the part of Licensor or Licensee to exercise and no delay in exercising any right, power, remedy or privilege under this Agreement, or provided by statute or at law or in equity or otherwise, shall impair, prejudice or constitute a waiver of any such right, power, remedy or privilege, or be construed as a waiver of any breach of this Agreement, or as an acquiescence therein, nor shall any single or partial exercise of any such right, power, remedy or privilege preclude any other or further exercise thereof or the exercise of any other right, power, remedy or privilege.

6. **Consulting Agreement or Advisory Board Role.** Licensee may enter into a Consulting Agreement or have the Licensor serve as a member of an advisory board to provide advice with respect to the commercialization of the Licensor Technology and sale of the Licensed Product by Licensee.

7. **Force Majeure.** Licensor and Licensee shall each be excused for any failure or delay in performing any of its respective obligations under this Agreement, if such failure or delay is caused by Force Majeure.

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8. **Notices.** All notices, requests and other communications to Licensor or Licensee hereunder shall be in writing (including email, telecopy, or similar electronic transmissions), shall refer specifically to this Agreement, and shall be personally delivered or sent by email, telecopy, or other electronic facsimile transmission or by registered mail or certified mail, return receipt requested, postage prepaid, in each case to the respective address specified below (or to such other address as may be specified in writing to the other party hereto):

If to Licensor:

Fonon Technologies, Inc.
Maitland Center Pkwy STE 125,
Maitland, Florida 32751
Attn: Dmitriy Nikitin, Partner
dnikitin@ict-investments.com

If to Licensee:

Laser Photonics Corporation
1101 North Keller Rd., Suite "G2"
Orlando, Florida 32810
wtupuola@laserphotonics.com

with a copy to:

Culhane Meadows PLLC
1701 Pennsylvania Ave., N.W.

Any notice or communication given in conformity with this Section 8 shall be deemed to be effective when received by the addressee, if delivered by hand, email, telecopy, or other electronic facsimile transmission, and upon receipt of delivery confirmation, if sent by certified mail.

9. Further Assurances. Each of Licensor and Licensee agrees to duly execute and deliver, or cause to be duly executed and delivered, such further instruments and do and cause to be done such further acts and things, including, without limitation, the filing of such additional assignments, agreements, documents and instruments, that may be necessary or as the other party hereto may at any time and from time to time reasonably request in connection with this Agreement or to carry out more effectively the provisions and purposes of, or to better assure and confirm unto such other party its rights and remedies under, this Agreement.

10. Successors and Assigns. The terms and provisions of this Agreement shall inure to the benefit of, and be binding upon, Licensor, Licensee, and their respective successors and assigns; provided, however, that neither Licensor nor Licensee may assign or otherwise transfer any of its rights and interests, nor delegate any of its respective obligations hereunder, including, without limitation, pursuant to a merger or consolidation, without the prior written consent of the other party hereto, which consent shall not be unreasonably withheld. Any attempt to assign or delegate any portion of this Agreement in violation of this Section 10 shall be null and void. Subject to the foregoing, any reference to Licensor and Licensee hereunder shall be deemed to include the successors thereto and assigns thereof.

11. Amendments. No amendment, modification, waiver, termination or discharge of any provision of this Agreement, nor consent to any departure by Licensor or Licensee therefrom, shall be effective unless the same shall be in writing specifically identifying this Agreement and the provision intended to be amended, modified, waived, terminated or discharged and signed by Licensor and Licensee, and each such amendment, modification, waiver, termination or discharge shall be effective only in the specific instance and for the specific purpose for which given. No provision of this Agreement shall be varied, contradicted or explained by any oral agreements course of dealing or performance or any other matter not set forth in an agreement in writing and signed by Licensor and Licensee.

12. Governing Law. This Agreement and matters connected with the performance thereof shall be construed, interpreted, applied, and governed in all respects in accordance with the laws of the State of Delaware and all controversies or disputes governing this Agreement shall be settled by a court of competent jurisdiction located in Orange County, Florida.

13. Severability. If any provision hereof should be held invalid, illegal, or unenforceable in any respect in any jurisdiction, then, to the fullest extent permitted by law, (a) all other provisions hereof shall remain in full force and effect in such jurisdiction and shall be liberally construed in order to carry out the intentions of the parties hereto as nearly as may be possible and (b) such invalidity, illegality, or unenforceability shall not affect the validity, legality, or enforceability of such provision in any other jurisdiction. To the extent permitted by applicable law, Licensor and Licensee hereby waive any provision of law that would render any provision hereof prohibited or unenforceable in any respect.

14. Headings. Headings used herein are for convenience only and shall not in any way affect the construction of, or be taken into consideration interpreting, this Agreement.

15. Execution in Counterparts. This Agreement may be executed in counterparts, each of which counterparts, when so executed and delivered, shall be deemed to be an original, and all of which counterparts, taken together, shall constitute one and the same instrument.

16. Miscellaneous Warranties and Representations. Each Party hereto warrants and represents that (a) its execution of this Agreement has been duly authorized by all necessary corporate action of such Party; (b) it has requisite legal rights necessary to grant the other Party all releases, covenants not to sue, and licenses granted to the other Party as set forth above; and (c) it has received or had the opportunity to obtain independent legal advice from such Party's counsel with respect to the rights and obligations arising from the Agreement.

17. Entire Agreement. This Agreements together with any agreements referenced herein, constitutes, on and as of the date hereof, the entire agreement of Licensor and Licensee with respect to the subject matter hereof, and all prior or contemporaneous understandings or agreements, whether written or oral, between Licensor and Licensee with respect to such subject matter are hereby superseded in their entirety.

18. Term and Termination.

18.1. Term of Technology License. The licenses Licensor has granted Licensee to the Licensor Technology and any Improvements thereto pursuant to Sections 2.1.1, 2.1.2. and 2.1.3. above shall remain in full force and effect in perpetuity with respect to the license grants (the "Term"), and shall not terminate unless (i) by the mutual written agreement of the Parties' or in the event of a breach of this Agreement by a Party that, after receiving notice of such breach pursuant to the terms of this Agreement, (ii) Licensee fails to cure the breach within the notice period specified in Section 18.2 below or (iii) Licensee files, or has filed against it, a petition or proceeding under any bankruptcy, insolvency or similar law that is not dismissed within 60 days of its filing, or becomes insolvent, makes an assignment for the benefit of creditors, appoints, or has appointed, a receiver or trustee over its property. Upon the termination of said License, Licensor shall retain all equity in Licensee granted by this Agreement.

18.2 Other Breach and Cure Provisions. If either Party fails to fulfill any material obligation under this Agreement or materially breaches any of the representations, warranties, or covenants contained herein, the non-breaching Party may terminate this Agreement upon written notice to the breaching Party as provided below. Such notice must contain a full description of the event or occurrence alleged to constitute a breach of the Agreement. The Party receiving notice of the breach shall have the opportunity to cure that breach within 60 days of receipt of notice. If the breach is not cured within that time, the termination will be effective immediately upon the end of such cure period unless the parties are continuing to work in good faith to resolve any dispute.

18.3. Any failure on the part of either Party to terminate hereunder shall not be deemed a condonation of any default or breach by the other Party or a waiver of any future rights pursuant to the default or breach provisions of this Agreement.

18.4. Termination of this Agreement by either Party for any reason shall not affect and shall be without prejudice to the rights and obligations of the Parties accrued prior to the effective date of termination of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this License Agreement to be duly executed as of the date set forth above.

FONON TECHNOLOGIES, INC.

By: /s/ Dmitriy Nikitin
Print Name: Dmitriy Nikitin
Title: CEO

LASER PHOTONICS CORPORATION

By: /s/Wayne Tupuola
Print Name: Wayne Tupuola
Title: President



CONSENT OF INDEPENDENT REGISTERED ACCOUNTING FIRM

We consent to the incorporation by reference in this Registration Statement to Form S-1, our audit report dated April 16, 2024, except for certain items disclosed in Note 7, as to which the date is August 27, 2024, with respect to the balance sheets of Laser Photonics Corp. as of December 31, 2023 and 2022, and the related statements of operations, stockholders' equity (deficit), and cash flows for each of the years in the two-year period ended December 31, 2023.

Our report relating to those financial statements includes an emphasis of matter paragraph regarding substantial doubt as to the Company's ability to continue as a going concern.

We also consent to the reference to us under the heading "Experts" in such Registration Statement.

Fruci & Associates II, PLLC

Spokane, Washington
December 31, 2024

Calculation of Filing Fee Table

Form S-1
(Form Type)

Laser Photonics Corporation
(Exact Name of Registrant as Specified in its Charter)

Table 1: Newly Registered Securities

Security Type	Security Class Title	Fee Calculation Rule	Amount Registered	Proposed Maximum Offering Price Per Share	Maximum Aggregate Offering Price(1)	Fee Rate	Amount of Registration Fee
Newly Registered Securities							
Fees to Be Paid							
	Equity	Common stock, par value \$0.001 per share (2)	457(o)		\$	0.00015310	\$ -
	Equity	Pre-Funded Warrants to purchase shares of common stock(3)	457(g)	-	-	-	(4)
	Equity	Common Stock underlying the Pre-Funded Warrants (2) (3)	457(o)	-	-	-	(3)
	Equity	Common Warrants to purchase shares of common stock	457(g)	-	-	-	(4)
	Equity	Common Stock underlying the Common Warrants to purchase Common Stock (2)	457(o)		\$	0.00015310	\$ -
Fees Previously Paid	-	-	-	-	-	-	-
	Total Offering Amounts						\$ -
	Total Fees Previously Paid						\$ -
	Total Fee Offsets						\$ -
	Net Fees Due						\$ -

- (1) Estimated solely for the purpose of calculating the amount of the registration fee in accordance with Rule 457(o) under the Securities Act of 1933 (the "Securities Act").
- (2) Pursuant to Rule 416 under the Securities Act, the securities registered hereby also include an indeterminate number of additional securities as may from time to time become issuable by reason of stock splits, stock dividends, recapitalizations, or other similar transactions.
- (3) The proposed maximum aggregate offering price of the common stock will be reduced on a dollar-for-dollar basis based on the offering price of any pre-funded warrants issued in the offering, and the proposed maximum aggregate offering price of the pre-funded warrants to be issued in the offering will be reduced on a dollar-for-dollar basis based on the offering price of any common stock issued in the offering. Accordingly, the proposed maximum aggregate offering price of the common stock and pre-funded warrants (including the common stock issuable upon exercise of the pre-funded warrants), if any, is \$ _____.
 (4) No separate registration fee is payable pursuant to Rule 457(g) under the Securities Act.