

0001213900-25-0091306-K LeddarTech Holdings Inc. 2025020320250203083744083746083746 0 0001213900-25-0091306-K 8 20250203 20250203 20250203 LeddarTech Holdings Inc. 0001981462 7372 000000000 0930 6-K 34 001-41893 25580746 4535, BOUL. WILFRID-HAMEL, SUITE 240 QUEBEC CITY Z4 G1P2J7 312-609-7557 4535, BOUL. WILFRID-HAMEL, SUITE 240 QUEBEC CITY Z4 G1P2J7 6-K 1 ea0229570-6k leddar.htm REPORT OF FOREIGN PRIVATE ISSUER A UNITED STATES SECURITIES AND EXCHANGE COMMISSION Washington, D.C. 20549 A Form 6-K A REPORT OF FOREIGN PRIVATE ISSUER PURSUANT TO RULE 13a-16 OR 15d-16 UNDER THE SECURITIES EXCHANGE ACT OF 1934 A For the month of February, 2025. A Commission File Number: 001-41893 A LEDDARTECH HOLDINGS INC. A 4535, boulevard Wilfrid-Hamel, Suite 240 Quebec G1P 2J7, Canada (418) 653-9000 A Indicate by check mark whether the registrant files or will file annual reports under cover of Form 20-F or Form 40-F. A Form 20-F A A A A A A Form 40-F A A A A A DOCUMENTS TO BE FURNISHED AS PART OF THIS FORM 6-K A Exhibit Number A Exhibit Description 10.1 A Third Amending Agreement to Bridge Financing Offer Letter dated February 2, 2025 among LeddarTech Holdings Inc., VayaVision Sensing Ltd., FÃ©dÃ©ration des Caisses Desjardins du QuÃ©bec, FS LT Holdings II LP and Investissement Quebec. 10.2 A Fifteenth Amending Agreement to Desjardins Financing Offer dated February 2, 2025 among LeddarTech Holdings Inc. and FÃ©dÃ©ration des Caisses Desjardins du QuÃ©bec. 99.1 A Press release of LeddarTech Holdings Inc. dated February 3, 2025 99.2 A Press release of LeddarTech Holdings Inc. dated February 3, 2025 A 1 A SIGNATURES A Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned, thereunto duly authorized. A A LEDDARTECH HOLDINGS INC. A A A A By: /s/ David Torralbo A Name: A David Torralbo, A Title: Chief Legal Officer A Date: February 3, 2025 A 2 A A EX-10.1 2 ea022957001ex10-1 leddar.htm THIRD AMENDING AGREEMENT TO BRIDGE FINANCING OFFER LETTER DATED FEBRUARY 2, 2025 AMONG LEDDARTECH HOLDINGS INC., VAYAVISION SENSING LTD., FEDERATION DES CAISSES DESJARDINS DU QUEBEC, FS LT HOLDINGS II LP AND INVESTISSEMENT QUEBEC Exhibit 10.1 A Execution version A THIRD AMENDING AGREEMENT made as of February 2, 2025 A BETWEEN: A Leddar Tech Holdings Inc. A A A A A (as âœBorrowerâ€) A A A AND: A FÃ‰dÃ‰ration Des Caisses Desjardins Du QuÃ‰bec A A A A A (as âœDesjardinsâ€) A A A AND: A Investissement QuÃ‰bec A A A A A (as âœIQâ€) A A A AND: A FS LT HOLDINGS II LP, by its general partner FS INVESTMENT, L.P., by its general partner Nick Stone Management II, LLC A A A A A (as âœFS LTâ€, and collectively with Desjardins and IQ, the âœInitial Bridge Lendersâ€) A A A AND: A Frantz Saintellemy A A A A A (as âœF. Saintellemyâ€) A A A AND: A MM Consulting SAS A A A A A (as âœMM Consultingâ€) A A A AND: A Charles Boulanger A A A A A (as âœC. Boulangerâ€) A A A AND: A Derek Aberle A A A A A (as âœD. Aberleâ€) A A A AND: A David Torralbo A A A A A (as âœD. Torralboâ€, and collectively with F. Saintellemy, MM Consulting, C. Boulanger and D. Aberle, the âœAdditional Bridge Lendersâ€, and collectively with the Initial Bridge Lenders, the âœBridge Lendersâ€) A A A A A RECITALS A A. The Initial Bridge Lenders have addressed a bridge financing offer dated August 16, 2024 to the Borrower which has been accepted by the Borrower on the same day (as amended by a first amending agreement dated as of October 11, 2024, a second amending agreement dated as of December 6, 2024, and as may be further amended, supplemented, restated, replaced or amended and restated from time to time prior to the date hereof, the âœBridge Financing Offerâ€), and the Additional Bridge Lenders have become party to such Bridge Financing Offer by executing joinder agreements dated as of August 30, 2024 between each Additional Bridge Lender and the Borrower. A B. The Borrower and the Initial Bridge Lenders wish to amend the Bridge Financing Offer to, among other things, extend the Maturity Date. A NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS: A 1. Interpretation A 1.1 Capitalized terms used herein and defined in this Agreement have the meanings assigned to them in the Bridge Financing Offer unless otherwise defined herein. A 1.2 Other than as specifically provided herein, this Agreement shall not operate as a waiver of any right, power or privilege of the Initial Bridge Lenders and, except as amended hereby, all provisions of the Bridge Financing Offer will remain in full force and effect. A 2. Amendments to the Bridge Financing Offer A 2.1 Section 2.3 of the Bridge Financing Offer is amended as follows (changes underlined and struck through): A âœ2.3 Term and Form A 2.3.1 The term of the Desjardins Bridge Loan is December 13, 2024, which date will automatically be extended, upon the disbursement to the Borrower of the full First Installment of the TI Pre-paid Royalty Fee, to the earlier of (i) January 31 February 28, 2025 and (ii) the Business Day following the closing of the Follow On Offering (the âœMaturity Dateâ€). Any Advance under the Desjardins Bridge Loan may only be made in US Base Rate. A 3. Effectiveness and Conditions Precedent A This Agreement will become effective on the date that the Initial Bridge Lenders notify the Borrower that the following conditions precedent have been fulfilled to their satisfaction: A 3.1 this Agreement has been executed by all parties; A 3.2 no Default exists; and A 3.3 all fees and expenses owing by the Borrower to the Initial Bridge Lenders and their legal counsel due on the date of this Agreement shall have been paid and Desjardins is authorized to debit the Borrowerâ€™s account and proceed to the payment of such fees and expenses. A 4. Representations and Warranties A The Borrower certifies that all of the representations and warranties contained in Article 2 of the Appendix A to the Bridge Financing Offer are true and correct on and as of the date hereof as though made on and as of the date hereof, except that, to the extent such representations and warranties relate to a specifically identified earlier date they shall be true and correct as of such earlier date. A 5. Default A The Borrower certifies that no Default has occurred and is continuing on the date hereof. A 6. Cost and Expenses A The Borrower agrees to pay on demand all reasonable costs and expenses of the Initial Bridge Lenders in connection with the preparation, execution, delivery and implementation and administration of this Agreement including the reasonable fees and expenses of counsel for the Initial Bridge Lenders. A 7. Counterparts A This Agreement may be executed in any number of counterparts, all of which taken together constitute one and the same instrument. A party may execute this Agreement by signing any counterpart. Delivery by any party or other signatory of an executed counterpart of this Agreement by facsimile or electronic mail or in PDF format, or using any electronic signature, shall be equally effective as delivery of an original executed counterpart of this Agreement. A 8. Governing Law A This Agreement is governed by and construed in accordance with laws of the Province of Quebec and the laws of Canada applicable therein. A [Signature pages follow] A - 3 - A A IN WITNESS WHEREOF the parties have caused this Agreement to be duly executed as of the date and year first above written. A LEDDARTECH HOLDINGS INC., as Borrower A A A A /s/ Frantz Saintellemy A Name: A Frantz Saintellemy A Title: President and Chief A A Executive Officer A A [Third Amendment â€œ LeddarTech Holdings Inc. â€œ Bridge Loan] A A A A FÃ‰dÃ‰RATION DES CAISSES DESJARDINS DU QUÃ‰BEC, as Initial Bridge Lender A Per: /s/ Jocelyn Larouche A Per: /s/ Alexandre Chapdelaine A Name: Jocelyn Larouche A A Name: Alexandre Chapdelaine A Title: Director, National Accounts, A A Title: Managing Director and Market A A North Western Quebec A A A Lead, National Accounts, North A A A A Western Quebec A INVESTISSEMENT

QUÃ‰BEC, as Initial Bridge Lender /s/ SÃ©bastien Plante Name: SÃ©bastien Plante Title: Directeur principal,
Ã Investissement spÃ©cialisÃ© - Ã QuÃ©bec Ã FS LT HOLDINGS II LP, by its general partner FS
INVESTMENT, L.P., by its general partner NICK STONE MANAGEMENT II, LLC, as Initial Bridge Lender /s/ Nick
Stone Name: Nick Stone Title: Manager [Third Amendment Ã¢“ LeddarTech Holdings Inc. Ã¢“ Bridge Loan]
Ã /s/ Frantz Saintelemy Frantz Saintelemy, as Additional Bridge Lender Ã MM CONSULTING
SAS, as Additional Bridge Lender /s/ Yann DelabriÃ“re Name: Yann DelabriÃ“re Title: Charles Boulanger Charles Boulanger, as Additional Bridge Lender /s/ Derek Aberle Derek Aberle, as
Additional Bridge Lender /s/ David Torralbo David Torralbo, as Additional Bridge Lender /s/ [Third
Amendment Ã¢“ LeddarTech Holdings Inc. Ã¢“ Bridge Loan] The Guarantor acknowledges receipt of this
Agreement and agrees to its terms. VAYAVISION SENSING LTD., as Guarantor /s/ Frantz Saintelemy
Name: Frantz Saintelemy Title: Chief Executive Officer [Third Amendment Ã¢“ LeddarTech Holdings Inc. Ã¢“
Bridge Loan] The Existing Lender acknowledges receipt of this Agreement and agrees to its terms.
FÃ‰DÃ‰RATION DES CAISSES DESJARDINS DU QUÃ‰BEC, as Existing Lender Per: /s/ Jocelyn Larouche Per:
/s/ Alexandre Chapdelaine Name: Jocelyn Larouche Name: Alexandre Chapdelaine Title: Director, National
Accounts, Title: Managing Director and Market North Western Quebec Lead, National Accounts,
North Western Quebec [Third Amendment Ã¢“ LeddarTech Holdings Inc. Ã¢“ Bridge Loan] EX-10.2 3 ea022957001ex10-2_leddar.htm
FIFTEENTH AMENDING AGREEMENT TO DESJARDINS FINANCING
OFFER DATED FEBRUARY 2, 2025 AMONG LEDDARTECH HOLDINGS INC. AND FEDERATION DES CAISSES
DESJARDINS DU QUEBEC Exhibit 10.2 Execution version FIFTEENTH AMENDING AGREEMENT made as of
February 2, 2025 BETWEEN: Ledgartech Holdings Inc. (as Borrower) AND: FÃ‰DÃ‰ration
Des Caisses Desjardins Du QuÃ‰bec (as Lender). RECITALS A. The Lender has addressed an
amended and restated financing offer dated April 5, 2023 to the Borrower which has been accepted by the Borrower (as
amended by a first amending agreement dated as of May 1, 2023, a second amending agreement dated as of May 31,
2023, a third amending agreement dated as of September 29, 2023, a fourth amending agreement dated as of October
13, 2023, a fifth amending agreement dated as of October 20, 2023, a sixth amending agreement dated as of October
31, 2023, a seventh amending agreement dated as of December 8, 2023, an eighth amending agreement dated as of
June 4, 2024, a ninth amending agreement dated as of July 5, 2024, a tenth amending agreement dated as of July 26,
2024, an eleventh amending agreement dated as of August 5, 2024, a twelfth amending agreement dated as of August
14, 2024, a thirteenth amending agreement dated as of August 16, 2024, and a fourteenth amending agreement dated
as of December 6, 2024, the Financing Offer). B. The Borrower is the entity resulting from the amalgamation
between LeddarTech Inc. and LeddarTech Holdings Inc. that took place on December 21, 2023. C. The Borrower and
the Lender wish to amend the Financing Offer to, among other things, realign the payment of interest rates and extend
the Short-Term Outside Date. NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:
1. Interpretation
1.1 Capitalized terms used herein and defined in the Financing Offer have the meanings assigned to them in the
Financing Offer unless otherwise defined herein.
1.2 Other than as specifically provided herein, this Agreement shall
not operate as a waiver of any right, power or privilege of the Lender and, except as amended hereby, all provisions of
the Financing Offer will remain in full force and effect.
2. Amendments to the Financing Offer
2.1 Section 3.4.1 of the Financing Offer is amended as follows (changes underlined and struck through):
3.4.1 Interest must be paid on a monthly basis, it being understood that the interest payments to be made for the months of July 2024
(originally due on August 5, 2024), August 2024 (originally due on September 5, 2024), September 2024 (originally due
on October 5, 2024), October 2024 (originally due on November 5, 2024), November 2024 (originally due on December
5, 2024) and December 2024 (originally due on January 5, 2025), as applicable, are postponed to the earlier of (i) the
date on which a default occurs and is continuing pursuant to Article 5 of Appendix A to the Financing Offer, (ii) the
Short-Term Outside Date (as defined below) and (iii) December 13, 2024, which date will automatically be extended to
January 31, 2025 upon the disbursement to the Borrower of the full First Installment of the TI Pre-paid Royalty Fee
February 28, 2025, and with the interest payments for each subsequent month to be made on the fifth day of each
month.
2.2 The following paragraph of Section 6.1 of the Financing Offer is amended as follows (changes underlined and struck
through):
6.1 The Borrower must pay to Desjardins a monthly fee of \$125,000 per month, which monthly fee is earned and payable first on July 5, 2024, and thereafter, is earned and payable on the first day of each
subsequent month, until the date of the last disbursement of the Follow On Offering, which must occur on or prior
to January 31 February 28, 2025 (the Short-Term Outside Date). Notwithstanding the foregoing, the payment of
the monthly fees applicable for the month of August 2024 and for the months up until (and including) the earlier of (i)
the Short-Term Outside Date and (ii) December 13, 2024 January 2025, representing in the aggregate \$750,000, is
postponed to the earlier of (i) the date on which a default occurs and is continuing pursuant to Article 5 of Appendix A
to the Financing Offer, (ii) the Short-Term Outside Date and (iii) December 13, 2024, provided that if the full First
Installment of the TI Pre-paid Royalty Fee is received on or prior to December 13, 2024, the payment of the monthly
fees applicable for the months up until (and including) the earlier of (y) the Short-Term Outside Date and (z) January 31,
2025 is postponed to the earlier of (x) the date on which a default occurs and is continuing pursuant to Article 5 of
Appendix A to the Financing Offer, (y) the Short-Term Outside Date and (z) January 31, 2025 February 28, 2025. For
greater certainty, the payment for February 2025 is earned and payable on February 1, 2025 and payment of same will
be made on February 3, 2025 (being the following Business Day).
Following the Short-Term Outside Date and until
the Borrower provides Desjardins with the Recapitalization Plan in form and substance satisfactory to Desjardins, a
monthly fee in the amount of \$75,000 will be earned and payable on the first day of each month.
2.3 The following paragraph of Section 6.1 of the Financing Offer is amended as follows (changes underlined and struck
through):
6.1 The Borrower must pay to Desjardins, as compensation for authorizing the indebtedness under the
Bridge Financing and the pari passu ranking of the security under the Bridge Financing with the Security, (1) an
amendment fee of US\$667,000, which amendment fee is earned on August 16, 2024 and (2) an amendment fee of
US\$333,000, which amendment fee is earned on the date of the funding of the second advance of the bridge loan of
Desjardins made available to the Borrower under the Bridge Financing (collectively, the Thirteenth Amendment
Fee), but in each case shall be payable on the earlier of (i) the date on which a default occurs and is continuing
pursuant to Article 5 of Appendix A to the Financing Offer, (ii) the Short-Term Outside Date and (iii) December 13,
2024, which date will automatically be extended to January 31, 2025 upon the disbursement to the Borrower of the full
First Installment of the TI Pre-paid Royalty Fee February 28, 2025. Such fee is not reimbursable whatever the
circumstances. This fee is in addition to all other fees payable by the Borrower.
2.4 The following paragraph of
Section 6.1 of the Financing Offer is amended as follows (changes underlined and struck through):
6.1 The Borrower

must pay to Desjardins an amendment fee of \$50,000 in connection with the fourteenth amendment to this Agreement, which amendment fee is earned on December 6, 2024 (the "Fourteenth Amendment Fee"), but shall be payable on the earlier of (i) the date on which a default occurs and is continuing pursuant to Article 5 of Appendix A to the Financing Offer, (ii) the Short-Term Outside Date and (iii) December 13, 2024, which date will automatically be extended to January 31, 2025 upon the disbursement to the Borrower of the full First Installment of the TI Pre-paid Royalty Fee February 28, 2025. Such fee is not reimbursable whatever the circumstances. This fee is in addition to all other fees payable by the Borrower. A new paragraph is added at the end of Section 6.1 of the Financing Offer as follows: "The Borrower must pay to Desjardins an amendment fee of \$20,000 in connection with the fifteenth amendment to this Agreement, which amendment fee is earned on February 3, 2025 (the "Fifteenth Amendment Fee") and collectively with the Thirteenth Amendment Fee and Fourteenth Amendment Fee, the "Amendment Fee"), but shall be payable on the earlier of (i) the date on which a default occurs and is continuing pursuant to Article 5 of Appendix A to the Financing Offer, (ii) the Short-Term Outside Date and (iii) February 28, 2025. Such fee is not reimbursable whatever the circumstances. This fee is in addition to all other fees payable by the Borrower." A The definition of "Available Cash" in Section 7.1.2 of the Financing Offer is amended as follows (changes underlined and struck through): "Available Cash The Borrower must maintain Available Cash in an amount equal to or greater than as provided below for the following dates: (i)\$1,500,000 at all times from the date of the disbursement of the Tranche A of the SPAC Offering until October 31, 2023; (ii)NIL after October 31, 2023 until the earlier of December 22, 2023 and the DE-SPAC Date; (iii)\$5,000,000 at all times after the earlier of December 22, 2023 and the DE-SPAC Date until July 4, 2024; (iv)\$3,500,000 at all times from July 5, 2024 until July 6, 2024; (v)\$1,800,000 at all times from July 7, 2024 until July 26, 2024; (vi)\$1,300,000 at all times from July 27, 2024 until August 5, 2024; (vii)\$250,000 at all times from August 6, 2024 until August 19, 2024; (viii)\$1,000,000 at all times from August 20, 2024 until December 6, 2024; (ix)\$1,000,000 at all times from the earlier of (i) December 13, 2024 and (ii) the date of the full First Installment of the TI Pre-paid Royalty Fee until the earlier of (y) the Short-Term Outside Date and (z) January 31 February 28, 2025; and (x)\$5,000,000 at all times after the earlier of (i) the Short-Term Outside Date and (ii) January 31 February 28, 2025." A The definition of "Liquidity Event" in Section 1 of Appendix "A" of the Financing Offer is amended as follows (changes underlined and struck through): "Liquidity Event: means (i) a change of Control of the Borrower, (ii) a sale of all or substantially all of the assets of the Borrower or the grant of an exclusive licence (save to a Subsidiary of the Borrower in the normal course of business) of substantial all of the intellectual property of the Borrower and of its Subsidiaries, (iii) the occurrence of a Default, (iv) if the Term Loan is not repaid prior to or on the date which is 30 months after the earlier of (a) July 31, 2023 and (b) the DE-SPAC Date, (v) Tranche A of the SPAC Offering has not been funded on or prior to June 12, 2023 under the conditions of Section 7.4.9a), (vi) Tranche B1 of the SPAC Offering has not been funded on or prior to October 31, 2023, (vii) Tranche B of the SPAC Offering has not been funded on or prior to December 22, 2023, (viii) January 31 February 28, 2025, if the Follow On Offering has not closed on or prior to January 31 February 28, 2025 or (ix) December 13, 2024, if the full First Installment of the TI Pre-paid Royalty Fee has not been disbursed to the Borrower on or prior to December 13, 2024." A Effectiveness and Conditions Precedent A This Agreement will become effective on the date that the Lender notifies the Borrower that the following conditions precedent have been fulfilled: A 3.1 this Agreement has been executed by all parties; A 3.2 no Default exists; A 3.3 all fees and expenses owing by the Borrower to the Lender and its legal counsel and the Desjardins' Financial Advisor due on the date of this Agreement shall have been paid and the Lender is authorized to debit the Borrower's account and proceed to the payment of such fees and expenses. A 4. Representations and Warranties A All of the representations and warranties contained in Article 2 of the Appendix A to the Financing Offer are true and correct on and as of the date hereof as though made on and as of the date hereof, except that, to the extent such representations and warranties relate to a specifically identified earlier date they shall be true and correct as of such earlier date. A 5. Default A No Default has occurred and is continuing on the date hereof. A 6. Cost and Expenses A The Borrower agrees to pay on demand all reasonable costs and expenses of the Lender in connection with the preparation, execution, delivery and implementation and administration of this Agreement including the reasonable fees and expenses of counsel for the Lender. A 7. Counterparts A This Agreement may be executed in any number of counterparts, all of which taken together constitute one and the same instrument. A party may execute this Agreement by signing any counterpart. Delivery by any party or other signatory of an executed counterpart of this Agreement by facsimile or electronic mail or in PDF format, or using any electronic signature, shall be equally effective as delivery of an original executed counterpart of this Agreement. A 8. Governing Law A This Agreement is governed by and construed in accordance with laws of the Province of Quebec and the laws of Canada applicable therein. A [Signature pages follow] A 5. IN WITNESS WHEREOF the parties have caused this Agreement to be duly executed as of the date and year first above written. A A FÃ©dÃ©ration des Caisses Desjardins du QuÃ©bec, as Lender A Per: /s/ Alexandre Chapdelaine A Title: Alexandre Chapdelaine, Managing Director and Market Lead, National Accounts, North Western Quebec A Per: /s/ Jocelyn Larouche A Title: Jocelyn Larouche - Director, A National Accounts, North Western Quebec A A LeddarTech Holdings Inc., as Borrower A Per: /s/ Frantz Saintlemy A The Guarantor acknowledges receipt of this Agreement and agrees to its terms. A A Vayavision Sensing Ltd., as Guarantor A Per: /s/ Frantz Saintlemy A [Fifteenth Amendment to LeddarTech Holdings Inc.] A A EX-99.1 4 ea022957001ex99-1_leddar.htm PRESS RELEASE OF LEDDARTECH HOLDINGS INC. DATED FEBRUARY 3, 2025 Exhibit 99.1 A LeddarTech Enters into Amendments to Credit Facility and Bridge Financing Offer A QUEBEC CITY, Canada, February 3, 2025 A LeddarTech Holdings Inc. (â€œLeddarTechâ€) (Nasdaq: LDTC), an automotive software company that provides patented disruptive AI-based low-level sensor fusion and perception software technology, LeddarVisionâ„, today announced that it has entered into: A a fifteenth amending agreement (the "Fifteenth Amending Agreement") with FÃ©dÃ©ration des caisses Desjardins du QuÃ©bec (â€œDesjardinsâ€) with respect to the amended and restated financing offer dated as of April 5, 2023 (the "Desjardins Credit Facility"), pursuant to which Desjardins has agreed to, among other things, (i) temporarily postpone payment of interest for the months of July through December 2024 until the earlier of (x) the date of the final disbursement of one or several equity investments in the borrower for minimum gross proceeds amount of US\$35,000,000 in the aggregate (the "Short-Term Outside Date"), and (y) February 28, 2025; and (ii) temporarily reduce the minimum cash covenant under the Desjardins Credit Facility to C\$1,000,000 until the earlier of (x) the Short-Term Outside Date, and (y) February 28, 2025, and a minimum cash balance of C\$5,000,000 at all times after such date; A a third amending agreement (the "Third Amending Agreement") with the initial bridge lenders and certain members of management and the board of directors (collectively, the "Bridge Lenders") with respect to the bridge financing

offer dated as of August 16, 2024 (the "Bridge Financing Offer") pursuant to which the Bridge Lenders have agreed to, among other things, extend the maturity of the bridge loan to the earlier of (x) February 28, 2025 and (y) the business day following the Short-Term Outside Date. The Fifteenth Amending Agreement to the Desjardins Credit Facility also provides for a monthly payment by LeddarTech to Desjardins of C\$125,000, which monthly fee is earned and payable on the first day of each month, until the Short-Term Outside Date, which must occur on or prior to February 28, 2025. The payment of the monthly fees applicable for the month of August 2024 and for the months up until (and including) January 2025 is postponed to the earlier of (x) the Short-Term Outside Date, and (y) February 28, 2025. The foregoing descriptions of the Fifteenth Amending Agreement to the Desjardins Credit Facility and the Third Amending Agreement to the Bridge Financing Offer do not purport to be complete and are qualified in their entirety by reference to such amendments, copies of which will be filed under LeddarTech's SEDAR+ and EDGAR profiles at www.sedarplus.ca and www.sec.gov, respectively. About LeddarTech A global software company founded in 2007 and headquartered in Quebec City with additional R&D centers in Montreal and Tel Aviv, Israel, LeddarTech develops and provides comprehensive AI-based low-level sensor fusion and perception software solutions that enable the deployment of ADAS, autonomous driving (AD) and parking applications. LeddarTech's automotive-grade software applies advanced AI and computer vision algorithms to generate accurate 3D models of the environment to achieve better decision making and safer navigation. This high-performance, scalable, cost-effective technology is available to OEMs and Tier 1-2 suppliers to efficiently implement automotive and off-road vehicle ADAS solutions. A LeddarTech is responsible for several remote-sensing innovations, with over 170 patent applications (87 granted) that enhance ADAS, AD and parking capabilities. Better awareness around the vehicle is critical in making global mobility safer, more efficient, sustainable and affordable: this is what drives LeddarTech to seek to become the most widely adopted sensor fusion and perception software solution. Additional information about LeddarTech is accessible at www.ledgartech.com and on LinkedIn, Twitter (X), Facebook and YouTube. Forward-Looking Statements Certain statements contained in this Press Release may be considered forward-looking statements within the meaning of the U.S. Private Securities Litigation Reform Act of 1995, Section 27A of the Securities Act of 1933, as amended, and Section 21E of the Securities Exchange Act of 1934, as amended (which forward-looking statements also include forward-looking statements and forward-looking information within the meaning of applicable Canadian securities laws), including, but not limited to, statements relating to LeddarTech's anticipated strategy, future operations, prospects, objectives and financial projections and other financial metrics. Forward-looking statements generally include statements that are predictive in nature and depend upon or refer to future events or conditions, and include words such as "may," "will," "should," "would," "expect," "anticipate," "plan," "likely," "believe," "estimate," "project," "intend" and other similar expressions among others. Statements that are not historical facts are forward-looking statements. Forward-looking statements are based on current beliefs and assumptions that are subject to risks and uncertainties and are not guarantees of future performance. Actual results could differ materially from those contained in any forward-looking statement as a result of various factors, including, without limitation: (i) our ability to timely access sufficient capital and financing on favorable terms or at all; (ii) our ability to maintain compliance with our debt covenants, including our ability to enter into any forbearance agreements, waivers or amendments with, or obtain other relief from, our lenders as needed; (iii) our ability to execute on our business model, achieve design wins and generate meaningful revenue; (iv) our ability to successfully commercialize our product offering at scale, whether through the collaboration agreement with Texas Instruments, a collaboration with a Tier 2 supplier or otherwise; (v) changes in our strategy, future operations, financial position, estimated revenues and losses, projected costs, projects, prospects and plans; (vi) changes in general economic and/or industry-specific conditions; (vii) our ability to retain, attract and hire key personnel; (viii) potential adverse changes to relationships with our customers, employees, suppliers or other parties; (ix) legislative, regulatory and economic developments; (x) the outcome of any known and unknown litigation and regulatory proceedings; (xi) unpredictability and severity of catastrophic events, including, but not limited to, acts of terrorism, outbreak of war or hostilities and any epidemic, pandemic or disease outbreak, as well as management's response to any of the aforementioned factors; and (xii) other risk factors as detailed from time to time in LeddarTech's reports filed with the U.S. Securities and Exchange Commission (the "SEC"), including the risk factors contained in LeddarTech's Form 20-F filed with the SEC. The foregoing list of important factors is not exhaustive. Except as required by applicable law, LeddarTech does not undertake any obligation to revise or update any forward-looking statement, or to make any other forward-looking statements, whether as a result of new information, future events or otherwise. Contact: Maram Fityani, Media and Public Relations, LeddarTech Holdings Inc. Tel.: + 1-418-653-9000 ext. 623, maram.fityani@ledgartech.com Investor relations website: investors.ledgartech.com Investor relations contact: Mike Bishop, mike@bishopir.com Leddar, LeddarTech, LeddarVision, LeddarSP, VAYADrive, VayaVision and related logos are trademarks or registered trademarks of LeddarTech Holdings Inc. and its subsidiaries. All other brands, product names and marks are or may be trademarks or registered trademarks used to identify products or services of their respective owners. LeddarTech Holdings Inc. is a public company listed on the Nasdaq under the ticker symbol "LDTC." EX-99.2 5 ea022957001ex99-2 leddar.htm PRESS RELEASE OF LEDDARTECH HOLDINGS INC. DATED FEBRUARY 3, 2025 Exhibit 99.2 A Press Release LeddarTech Announces First OEM Design Win for LeddarVision ADAS Solution LeddarVision selected by a leading global commercial vehicle manufacturer for model year 2028 vehicles with immediate project start QUEBEC CITY, Canada, February 3, 2025 LeddarTech Holdings Inc. (LeddarTech) (Nasdaq: LDTC), an automotive software company that provides patented disruptive AI-based low-level sensor fusion and perception software technology, LeddarVision, today announced a major milestone: one of the world's leading commercial vehicle OEMs (original equipment manufacturers) has selected LeddarTech as the fusion and perception software supplier for their advanced driver assistance system (ADAS) program for 2028 model year vehicles. LeddarVision was selected for this mainstream commercial vehicle platform after a comprehensive evaluation by the customer of the leading solutions available in the market today. LeddarVision stood out for its superior performance and efficiency in a multi-modal sensor system with both cameras and radars, and the ability to scale to various models and sensor configurations. LeddarTech revenue from this design win is expected to begin in 2025 for engineering services, with per-vehicle royalty revenue anticipated in late 2027. While project work is to commence immediately, the arrangement remains subject to the parties entering into definitive agreements. This award comes on the heels of the recently announced Texas Instruments collaboration and license agreement with close to US\$10 million in pre-paid royalties. These developments evidence the industry's pivot towards low-level fusion—an approach pioneered by LeddarTech that enables cost-effective deployment of L2/L2+ ADAS for commercial and passenger vehicles and our leadership position in multi-modal, low-

level fusion and perception software,â€ said Frantz Saintelemy, president and CEO of LeddarTech. â€œThese wins also reflect the momentum that is building with our business.â€ LeddarTechâ€™s LeddarVision platform delivers an environmental model that enhances driver safety and enables greater autonomy. By leveraging cutting-edge AI and sensor fusion technology, LeddarTech enables automotive OEMs to meet increasingly challenging industry safety standards while addressing consumer demands for more advanced ADAS features. About LeddarTech A global software company founded in 2007 and headquartered in Quebec City with additional R&D centers in Montreal and Tel Aviv, Israel, LeddarTech develops and provides comprehensive AI-based low-level sensor fusion and perception software solutions that enable the deployment of ADAS, autonomous driving (AD) and parking applications.

LeddarTechâ€™s automotive-grade software applies advanced AI and computer vision algorithms to generate accurate 3D models of the environment to achieve better decision making and safer navigation. This high-performance, scalable, cost-effective technology is available to OEMs and Tier 1-2 suppliers to efficiently implement automotive and off-road vehicle ADAS solutions. LeddarTech is responsible for several remote-sensing innovations, with over 170 patent applications (87 granted) that enhance ADAS, AD and parking capabilities. Better awareness around the vehicle is critical in making global mobility safer, more efficient, sustainable and affordable: this is what drives LeddarTech to seek to become the most widely adopted sensor fusion and perception software solution. A Additional information about LeddarTech is accessible at www.leddartechn.com and on LinkedIn, Twitter (X), Facebook and YouTube. A A A A Press Release A Forward-Looking Statements A Certain statements contained in this Press Release may be considered forward-looking statements within the meaning of the U.S. Private Securities Litigation Reform Act of 1995, Section 27A of the Securities Act of 1933, as amended, and Section 21E of the Securities Exchange Act of 1934, as amended (which forward-looking statements also include forward-looking statements and forward-looking information within the meaning of applicable Canadian securities laws), including, but not limited to, statements relating to LeddarTechâ€™s selection by the OEM referred to above, anticipated strategy, future operations, prospects, objectives and financial projections and other financial metrics. Forward-looking statements generally include statements that are predictive in nature and depend upon or refer to future events or conditions, and include words such as â€œmay,â€ â€œwill,â€ â€œshould,â€ â€œwould,â€ â€œexpect,â€ â€œanticipate,â€ â€œplan,â€ â€œlikely,â€ â€œbelieve,â€ â€œestimate,â€ â€œproject,â€ â€œintendâ€ and other similar expressions among others. Statements that are not historical facts are forward-looking statements. Forward-looking statements are based on current beliefs and assumptions that are subject to risks and uncertainties and are not guarantees of future performance. Actual results could differ materially from those contained in any forward-looking statement as a result of various factors, including, without limitation: (i) the risk that LeddarTech and the OEM referred to above are unable to agree to final terms in definitive agreements; (ii) the volume of future orders (if any) from this OEM, actual revenue derived from expected orders, and timing of revenue, if any; (iii) the possibility that anticipated benefits of LeddarTechâ€™s recent business combination will not be realized; (iv) the risk that shareholder litigation in connection with the business combination or other settlements or investigations may result in significant costs of defense, indemnification and liability; (v) changes in general economic and/or industry-specific conditions; (vi) possible disruptions from the business combination that could harm LeddarTechâ€™s business; (vii) the ability of LeddarTech to retain, attract and hire key personnel; (viii) potential adverse reactions or changes to relationships with customers, employees, suppliers or other parties; (ix) potential business uncertainty, including changes to existing business relationships following the business combination that could affect LeddarTechâ€™s financial performance; (x) legislative, regulatory and economic developments; (xi) A unpredictability and severity of catastrophic events, including, but not limited to, acts of terrorism, outbreak or escalation of war or hostilities and any epidemic, pandemic or disease outbreak (including COVID-19), as well as managementâ€™s response to any of the aforementioned factors; (xii) access to capital and financing and LeddarTechâ€™s ability to maintain compliance with debt covenants; (xiii) LeddarTechâ€™s ability to execute its business model, achieve design wins and generate meaningful revenue; and (xiv) other risk factors as detailed from time to time in LeddarTechâ€™s reports filed with the U.S. Securities and Exchange Commission (the â€œSECâ€), including the risk factors contained in LeddarTechâ€™s Annual Report on Form 20-F for the fiscal year ended September 30, 2024. The foregoing list of important factors is not exhaustive. Except as required by applicable law, LeddarTech does not undertake any obligation to revise or update any forward-looking statement, or to make any other forward-looking statements, whether as a result of new information, future events or otherwise. A Contact: A Chris Stewart, Chief Financial Officer, LeddarTech Holdings Inc. Tel.: + 1-514-427-0858, chris.stewart@leddartechn.com A A A A GRAPHIC 6 ex10-2_001.jpg GRAPHIC begin 644 ex10-2_001.jpg M]C_X 02D9)1@ ! 0\$ 8 !@ # _VP!# @&!@<&!0@'P<)0@*#!0-# L+ M#!D2\$P\4'1H?AT:'!P@)"XG" (L(QP<*#7J#A(6&AXB)BI*3E)66EYB9FJ*CI*6FIZBIJK*SM+6VM[BYNL+#Q,7& MQ\|C)RM+3U-76U]C9VN'BX^3EYN? HZ>KQ\|O/T]?;W^/GZ_0 'P\$ P\$! 0\$! 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