

**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION**

Washington, DC 20549

FORM 8-K

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

**July 25, 2023
Date of Report (date of earliest event reported)**

CUTERA®

Cutera, Inc.

(Exact name of Registrant as specified in its charter)

Delaware
(State or other jurisdiction of
incorporation or organization)

000-50644
(Commission
File Number)

77-0492262
(I.R.S. Employer
Identification Number)

**3240 Bayshore Blvd.
Brisbane, California 94005**
(Address of principal executive offices)

(415) 657-5500
(Registrant's telephone number, including area code)

N/A
(Former name or former address, if changed since last report)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions (see General Instruction A.2. below):

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
- Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
- Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
- Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Securities registered pursuant to Section 12(b) of the Act:

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
Common Stock (\$0.001 par value)	CUTR	The NASDAQ Stock Market, LLC

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (§230.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (§240.12b-2 of this chapter).

Emerging growth company

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act.

Item 5.02 **Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers.**

On July 27, 2023, Cutera, Inc. (the “Company”) announced that Talyor C. Harris had been appointed as the Company’s President and Chief Executive Officer, effective as of his first day of employment, which is expected to be August 7, 2023. Mr. Harris has served as a member of the Board of Directors of the Company since May 2023. Mr. Harris served as the Chief Financial Officer for MyoKardia, Inc. from April 2018 until that company’s acquisition by Bristol Myers Squibb in November 2020. Prior to that, Mr. Harris served as Senior Vice President and Chief Financial Officer of Zeltiq Aesthetics, Inc., until that company’s acquisition by Allergan plc. He also served as Vice President and Chief Financial Officer at Thoratec Corporation, which was eventually acquired by St. Jude Medical, Inc and worked at JPMorgan Chase & Co. for over a decade in several capacities, including as a Vice President in the firm’s Healthcare Investment Banking and Equity Research departments. Mr. Harris currently serves on the board of PROCEPT BioRobotics (NASDAQ: PRCT), Omada Health and Endologix. He previously served on the board of HealthCor Catalio Acquisition Corp. Mr. Harris holds a B.A. from the University of North Carolina at Chapel Hill.

In connection with his appointment as President and Chief Executive Officer, the Company entered into an offer letter with Mr. Harris on July 25, 2023, which provides for, among other things, (i) a base salary of \$675,000, (ii) a one-time signing bonus of \$300,000 to be paid on March 1, 2024, (iii) annual bonus eligibility beginning with 2024 with a target bonus amount of 100% of salary, (iv) the issuance of a restricted stock award valued at \$4,000,000 using the Company’s 30 day VWAP immediately preceding the date of grant, and (v) the issuance of an option award valued at \$4,000,000 using the Company’s standard option valuation practices for accounting purposes, at a strike price equal to the closing price of the Company’s common stock on the date of grant. The foregoing summary of the offer letter and equity awards do not purport to be complete and are qualified in their entirety by reference to the full text of the offer letter that is attached hereto as Exhibit 10.1 and incorporated herein by reference.

Mr. Harris will be eligible to participate in the Company’s Executive Change in Control and Severance Policy at a Tier 1 level of severance benefits. Mr. Harris will remain subject to the Company’s standard form of indemnification agreement, which was filed as Exhibit 10.1 to the Current Report on Form 8-K filed with the SEC on February 21, 2019.

There are no arrangements or understandings between Mr. Harris and any other persons pursuant to which he was appointed as an officer of the Company. Mr. Harris has no family relationships with any of the Company’s directors or executive officers, and, other than as described above, Mr. Harris does not have any direct or indirect material interest in any transaction required to be disclosed pursuant to Item 404(a) of Regulation S-K.

In connection with Mr. Harris’ appointment, Sheila A. Hopkins agreed to resign as interim Chief Executive Officer, effective as of Mr. Harris’ first day of employment. Ms. Hopkins will remain a member of the Company’s Board of Directors.

Item 8.01. Other Events.

On July 27, 2023, the Company issued a press release announcing the appointment of Mr. Harris as the Company’s President and Chief Executive Officer, effective upon his first day of employment. The press release is attached as Exhibit 99.1 to this Current Report on Form 8-K and incorporated into this Item 8.01 by reference.

Forward-Looking Statements

This Current Report on Form 8-K contains forward-looking statements within the meaning of Section 27A of the Securities Act and Section 21E of the Exchange Act, which are subject to the safe harbor provisions of the Private Securities Litigation Reform Act of 1995. Statements relating to the appointment of Taylor Harris are forward-looking statements that involve a number of uncertainties and risks. Actual results may differ materially from these statements and from actual future events or results due to a variety of factors, including: the Company may experience disruptions in its business due to its Chief Executive Officer transition; the anticipated timeline of the leadership transition may not occur as expected; and the other risks described in reports and documents that the Company files from time to time with the SEC, including its Annual Report on Form 10-K for the fiscal year ended December 31, 2022 and its Quarterly Report on Form 10-Q for the quarter ended March 31, 2023. Undue reliance should not be placed on the forward-looking statements in this Current Report on Form 8-K, which are based on information available to the Company on the date hereof. Except to the extent required by applicable law, the Company disclaims any obligation to update information contained in these forward-looking statements whether as a result of new information, future events or otherwise.

Item 9.01 Financial Statements and Exhibits.

Exhibit No.	Description
10.1	Offer Letter between the Registrant and Taylor C. Harris, dated July 25, 2023.
99.1	Press Release, dated July 27, 2023.
104	Cover Page Interactive Data File (embedded within the Inline XBRL Document).

SIGNATURES

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

CUTERA, INC.

By: /s/ Sheila A. Hopkins
Sheila A. Hopkins
Interim Chief Executive Officer

Date: July 31, 2023



SAN FRANCISCO HEADQUARTERS
3240 Bayshore Boulevard, Brisbane, CA 94005
Phone: 415-657-5500 | Fax 415-330-2444 | www.cutera.com

July 25, 2023

Taylor Harris
4310 Esteswood Drive
Nashville, TN 37215

Dear Taylor:

It is with great pleasure that the Board of Directors of Cutera, Inc. (the "**Board**") would like to extend you an offer to join Cutera, Inc. (the "**Company**" or "**Cutera**") as an employee on the terms and conditions set forth in this offer letter (the "**Agreement**").

1. **Position and Duties.** Your position with the Company will be Chief Executive Officer and you will report to the Board. You will also remain as a member of the Board and serve concurrently with your appointment as Chief Executive Officer. You will be responsible for providing services that are consistent with your position within the Company and as will be reasonably assigned to you by the Board. You will perform your duties faithfully and to the best of your ability and will devote substantially all of your business efforts and time to the Company. Moreover, you agree that, during the term of your employment with the Company, you will not engage in any other employment, occupation, consulting or other business activity, or otherwise accept any direct or indirect remuneration, without prior consent from the Board or its designee. You will work in a hybrid work arrangement, as the Board determines, and will travel as business needs may require. Your primary place of business will be in Nashville, TN.

2. **Commencement Date.** Your employment with the Company will commence on or before August 7, 2023 or as otherwise agreed upon by you and the Company (the "**Commencement Date**").

3. **Compensation and Benefits.**

(a) **Base Salary.** Upon your commencement of employment with the Company, you will receive an annual base salary of \$675,000 (the "**Base Salary**"), which will be paid in accordance with the Company's normal payroll procedures and subject to applicable withholdings. As a full-time, salaried, exempt employee you will be expected to work the Company's normal business hours and additional hours as required by your job duties, and you will not be eligible for overtime pay.

(b) **Signing Bonus.** In addition, in consideration of your acceptance of the attached Confidentiality Agreement, the Company is pleased to offer you a one-time lump sum sign-on bonus of \$300,000. This amount will be paid to you on March 1, 2024 (the "**Payment Date**"). The sign-on bonus is contingent on you remaining employed with the Company through the Payment Date. Please note that this sign-on bonus will be reported as income to you and payroll taxes will be withheld. Should your employment with the Company terminate prior to the Payment Date by the Company not for Cause (as defined in the Severance Policy), you will receive the full amount of the lump sum sign-on bonus within thirty (30) days of your last day of employment. Should your employment with the Company terminate prior to the Payment Date other than by the Company not for Cause, you will not be eligible to receive the sign-on bonus.

(c) **Annual Bonus Opportunity.** You will be eligible to earn an annual target bonus of up to 100% of your Base Salary, as then in effect, based on achievement of performance objectives to be established by the Board (the "**Target Bonus**"). The Target Bonus shall be subject to review and may be adjusted based upon the Company's normal performance review practices. Your actual bonuses shall be based upon achievement of performance objectives to be determined by the Board in its sole and absolute discretion.

To be eligible for and to earn any bonus, you must be employed by the Company on the date such bonus is paid. You will not be eligible for a Target Bonus for 2023, but will be eligible for a Target Bonus starting with the 2024 plan year.

(d) **New Hire Restricted Stock Awards.** Upon acceptance of this offer, it will be recommended at the first meeting of the Compensation Committee following the Commencement Date that the Company grant you restricted stock units (the “**New Hire Inducement RSUs**”) covering a number of shares of the Company’s common stock equal to \$4,000,000 divided by the Applicable Stock Price. The actual number of shares subject to these New Hire Inducement RSUs is expected to be determined by dividing such value by the volume weighted average daily closing stock price of the Company’s common stock over the thirty (30), consecutive, calendar days immediately preceding (and exclusive of) the grant date (such average price, the “Applicable Stock Price”). Twenty-five percent (25%) of the shares subject to the New Hire Inducement RSUs will vest on the first anniversary of the Commencement Date, no shares will vest before such date, and no rights to any vesting will be earned or accrued prior to such date and will be subject to your continuing to be an employee of the Company through such date. The remaining shares subject to the restricted stock unit will vest over the next 12 quarters in equal quarterly amounts, subject to your continuing to be an employee of the Company through each vesting date. Any equity awards described above that are granted to you will be subject to the terms and conditions of the Company’s 2019 Equity Incentive Plan and applicable standard form of award agreement thereunder. No right to any equity is earned or accrued until such time that vesting occurs, nor does the grant of any equity award confer any right to you to continued vesting and/or being an employee.

(e) **New Hire Option Awards.** Upon acceptance of this offer, it will be recommended at the first meeting of the Compensation Committee following the Commencement Date that the Company grant you options to purchase shares of the Company’s common stock (the “**New Hire Options**”), with a valuation determined in accordance with the Company’s option valuation practices for accounting purposes, equal to \$4,000,000, at a price per share equal to the fair market value per share of the common stock on the grant date, as determined by the Board or Compensation Committee, as applicable. The New Hire Options will be subject to both time-based and performance-based conditions, both of which will need to be achieved for the applicable portion of the New Hire Options to vest. A quantity equal to 25% of the New Hire Options will become eligible for time-based vesting if the 30-calendar day trailing average of the Company’s closing common stock price meets or exceeds \$20.00 within four years of the Commencement Date, 25% of the New Hire Options will become eligible for time-based vesting if the 30-calendar day trailing average of the Company’s closing common stock price meets or exceeds \$25.00 within four years of the Commencement Date, 25% of the New Hire Options will become eligible for time-based vesting if the 30-calendar day trailing average of the Company’s closing common stock price meets or exceeds \$30.00 within four years of the Commencement Date, and 25% of the New Hire Options will become eligible for time-based vesting if the 30-calendar day trailing average of the Company’s closing common stock price meets or exceeds \$35.00 within four years of the Commencement Date. Any tranche of New Hire Options that have met the applicable performance-based condition, will vest as to twenty-five percent (25%) of the options subject to such tranche 12 months after the Commencement Date, no options will vest before such date, and no rights to any vesting will be earned or accrued prior to such date and will be subject to your continuing to be an employee of the Company through such date. The remaining New Hire Options in such tranche for which the performance-based condition has been met, will vest over the next 12 quarters in equal quarterly amounts, subject to your continuing to be an employee of the Company through each vesting date. By way of example, if the 30-calendar day trailing average meets or exceeds \$20.00 on the date that is 18 months after the Commencement Date and you continue to be an employee of the Company, 37.5% of the initial tranche, which consists of 25% of the New Hire Options (the “Initial Tranche”), will vest immediately and the remaining 62.5% of the Initial Tranche shall vest in equal quarterly amounts over the next ten quarters subject to your continued service as an employee. Any equity awards described above that are granted to you will be subject to the terms and conditions of the Company’s 2019 Equity Incentive Plan and applicable standard form of award agreement thereunder. No right to any equity is earned or accrued until such time that vesting occurs, nor does the grant of any equity award confer any right to you to continued vesting and/or being an employee.

(f) **Annual Equity Grants.** You will be eligible to receive compensatory equity awards such as stock options, performance stock unit awards or restricted stock unit awards from the Company on the terms and conditions determined by the Board or Compensation Committee in its sole discretion from time to time at the same time as other senior management of the Company.

(g) **Employee Benefits.** You will be eligible to participate in the Company's standard benefit plans as in effect from time to time, on the same basis as those benefit plans are generally made available to other similarly situated executives of the Company. Such benefit plans are subject to change, and may be supplemented, altered, or eliminated, in part or entirely. Any eligibility to participate in such benefits plans, as well as the terms thereof, shall be as set forth in the governing documents for such plans, or there are no such governing documents, in the Company's policies.

(h) **Expenses.** You will be entitled to receive prompt reimbursement for all reasonable expenses incurred by you in the furtherance of or in connection with the performance of your duties hereunder, including travel, lodging, meal, and other business expenses, in accordance with the applicable policy of the Company, as in effect from time to time. In the event that any expense reimbursements are taxable to you, such reimbursements will be made in the time frame specified by Treasury Regulation Section 1.409A-3(i)(1)(iv) unless another time frame that complies with or is exempt from Section 409A is specified in the Company's expense reimbursement policy.

(i) **Paid Time Off.** You will be eligible to participate in the Company's paid time off policy. You acknowledge that your use of paid time off will be subject to the terms and conditions of the vacation policies in place at the Company.

4. **Severance & Change of Control Benefits.** You will be eligible to receive certain benefits in the event of a qualifying employment termination pursuant to the terms and conditions of the Company's Executive Change in Control and Severance Policy (the "**Severance Policy**") and a participation agreement thereunder between you and the Company (the "**Severance Participation Agreement**"). A copy of the Severance Policy and Severance Participation Agreement are enclosed for your review. For the avoidance of doubt, you will be eligible to participate in the Severance Policy at the "Tier 1" (as such term is defined in the Severance Policy) tier of severance benefits. Your New Hire Inducement Options have been designated as "special" for purposes of the Severance Policy and will be only entitled to acceleration of vesting upon a CIC Qualified Termination (as defined in Severance Policy) with respect to any portion that is subject only to time-based vesting conditions (and has met all performance-based vesting conditions) at the time of a CIC Qualified Termination.

5. **At-Will Employment.** You acknowledge and agree that your employment with the Company will be "at-will" employment and may be terminated at any time with or without cause or notice. You understand and agree that neither your job performance nor commendations, bonuses, or the like from the Company give rise to or in any way serve as the basis for modification, amendment, or extension, by implication or otherwise, of your employment with the Company. You further acknowledge and agree that the Company may modify job titles, salaries and benefits from time to time as it deems necessary. However, as described in this Agreement, you may be eligible to receive severance benefits under the Severance Policy depending on the circumstances of the termination of your employment with the Company.

6. **Confidentiality.** As a condition of your employment with the Company, you are also required to sign and comply with the Company's Employee Proprietary Information Agreement (the "**Confidentiality Agreement**"), which requires, among other provisions, the assignment of patent rights to any invention made during your employment at the Company, and non-disclosure of Company proprietary information. In the event of any dispute or claim relating to or arising out of our employment relationship, you and the Company agree that (i) any and all disputes between you and the Company shall be fully and finally resolved by binding arbitration, (ii) you are waiving any and all rights to a jury trial but all court remedies will be available in arbitration, (iii) all disputes shall be resolved by a neutral arbitrator who shall issue a written opinion, (iv) the arbitration shall provide for adequate discovery, and (v) the Company shall pay all the arbitration fees, except an amount equal to the filing fees you would have paid had you filed a complaint in a court of law. A copy of the Confidentiality Agreement is enclosed for your review and signature. Please note that we must receive your signed Confidentiality Agreement before your first day of employment.

7. **Conflicting Obligations.** As a Company employee, you will be expected to abide by the Company's rules and standards. We also ask that, if you have not already done so, you disclose to the Company any and all agreements relating to your prior employment that may affect your eligibility to be employed by the Company or limit the manner in which you may be employed. It is the Company's understanding that any such agreements will not prevent you from performing the duties of your position and you represent that such is the case. You agree not to bring any third-party confidential information to the Company, including that of your former employer, and that in performing your duties for the Company you will not in any way utilize any such information.

8. **Restrictive Covenants.**

(a) **Non-Competition.** For the twelve (12) month period following termination of your employment for any reason (the "**Noncompete Period**"), you shall not, directly or indirectly, manage, control, participate in, consult with, render services for, or in any manner engage in a Competitive Enterprise. For purposes of this Agreement, "**Competitive Enterprise**" means (i) any business competing with the businesses of the Company as of the date of termination, or (ii) any business that the Company has specific written plans to be engaged in or any service that the Company has specific written plans to provide, provided that you may hold up to a 1% passive equity interest in a public company that may be a Competitive Enterprise. For purposes of this Section 8(a), references to the Company shall include references to any subsidiary of the Company.

(b) **Non-Solicitation.** During the Noncompete Period, you shall not, directly or indirectly, through another entity (i) solicit or attempt to solicit any employee of the Company to leave the employ of the Company, or (ii) solicit or attempt to solicit any customer, supplier, licensee or other business relation of the Company to transact business with a Competitive Enterprise or to cease doing business with the Company or in any way interfere with the relationship between any such customer, supplier, licensee or business relation and the Company. For purposes of this Section 8(b), references to the Company shall include references to any subsidiary of the Company.

(c) **Enforcement.** If a court holds that the restrictions stated in this Section 8 are unreasonable under circumstances then existing, the parties hereto agree that the maximum duration, scope or geographical area reasonable under such circumstances shall be substituted for the stated period, scope or area and that the court shall be allowed to revise the restrictions contained herein to cover the maximum duration, scope and area permitted by law. Because your services are unique and because you have access to confidential information, the parties hereto agree that money damages would be an inadequate remedy for any breach of this Section 8. Therefore, in the event a breach or threatened breach of this Section 8, the Company may, in addition to other rights and remedies existing in its favor, apply to any court of competent jurisdiction for specific performance and/or injunctive or other relief in order to enforce, or prevent any violations of, the provisions hereof (without posting a bond or other security).

(d) **Additional Acknowledgments.** You acknowledge that the provisions of this Section 8 are in consideration of: (i) employment with the Company, and (ii) additional good and valuable consideration as set forth in this Agreement. In addition, you agree and acknowledge that the restrictions contained in this Section 8 do not preclude you from earning a livelihood, nor do they unreasonably impose limitations on your ability to earn a living. In addition, you acknowledge (i) that the business of the Company will be international in scope and without geographical limitation, and (ii) notwithstanding the state of incorporation or principal office of the Company, any of its affiliates or any of their respective executives or employees (including you), it is expected that the Company, will have business activities and have valuable business relationships within its industry throughout the world. You acknowledge and agree that each and every restraint imposed by this Section 8 is reasonable with respect to subject matter, time period and geographical area.

9. **Tax Matters.**

(a) **Withholding.** All payments made under this Agreement shall be subject to reduction to reflect taxes or other charges required to be withheld by law, and you will be solely responsible for any and all taxes arising in connection with this Agreement and compensation paid or payable to you, including but not limited to any taxes, penalties and interest, if any, arising under Section 409A.

(b) **Section 409A.** The Company intends that all payments and benefits provided under this Agreement or otherwise are exempt from, or comply with, the requirements of Section 409A of the Internal Revenue Code of 1986, as amended, and any final regulations and guidance thereunder and any applicable state law equivalent, as each may be amended or promulgated from time to time ("**Section 409A**") so that none of the payments or benefits will be subject to the additional tax imposed under Section 409A, and any ambiguities will be interpreted to so be exempt or comply. Each payment and benefit payable under this Agreement is intended to constitute a separate payment for purposes of Section 1.409A-2(b)(2) of the Treasury Regulations.

(c) **Tax Advice.** You are encouraged to obtain your own tax advice regarding your compensation from the Company. You agree that the Company does not have a duty to design its compensation policies in a manner that minimizes your tax liabilities.

10. **Entire Agreement, Amendment and Enforcement.** This Agreement, the Severance Policy and Severance Participation Agreement, and the Confidentiality Agreement set forth the terms of your employment with the Company and supersede any prior representations or agreements including, but not limited to, any representations made during your recruitment, interviews or pre-employment negotiations, whether written or oral. This Agreement may not be amended or modified, except by an express written agreement signed by both you and a duly authorized officer of the Company.

11. **Miscellaneous.**

(a) **Background Check.** The Company reserves the right to conduct background investigations and/or reference checks on all of its potential employees. Your job offer, therefore, is contingent upon a clearance of such a background investigation and/or reference check, if any.

(b) **Form I-9 Requirements.** For purposes of federal immigration law, you will be required to provide to the Company documentary evidence of your identity and eligibility for employment in the United States. Such documentation must be provided to us within three (3) business days of the Commencement Date, or our employment relationship with you may be terminated.

(c) **Governing Law.** This Agreement shall be governed and construed by the laws of the State of Tennessee without regard to the principles of conflict of laws thereof.

(d) **Severability.** If a court or other body of competent jurisdiction finds, or the parties to this Agreement mutually believe, any provision of this Agreement, or portion thereof, to be invalid or unenforceable, such provision will be enforced to the maximum extent permissible so as to effect the intent of the parties, and the remainder of this Agreement will continue in full force and effect.

(e) **Counterparts.** This Agreement may be executed in several counterparts, each of which shall be deemed to be an original but all of which together will constitute one and the same instrument.

(f) **Attorney Fees.** The Company agrees to reimburse you for reasonable attorney fees in connection with the negotiation, drafting and review of this Agreement and other employment-related agreements.

(g) **Acknowledgment.** You acknowledge that you have had the opportunity to discuss this Agreement with and you have obtained advice from your private attorney, have had sufficient time to, and have carefully read and fully understand all the provisions of this Agreement, and are knowingly and voluntarily entering into this Agreement.

This offer will remain open until July 26, 2023. Please indicate your acceptance of this Agreement, and confirmation that it contains our complete agreement regarding the terms and conditions of your employment, by signing the bottom portion of this Agreement and returning a copy to me.

We are looking forward to you joining the Cutera team!

Very truly yours,

CUTERA, INC.

By: /s/ Kevin Cameron
Kevin Cameron
Independent Chairperson

Enclosures

- CIC & Severance Policy
- PIIA Agreement

Offer Accepted By:

/s/ Taylor Harris
Taylor Harris

Dated: July 25, 2023



Cutera, Inc. Appoints Taylor Harris as Chief Executive Officer

July 27, 2023 at 9:00 AM EDT

Follows Comprehensive Search Process; Brings Over 20 Years of Healthcare Industry Experience and Operational Expertise

BRISBANE, Calif.—(BUSINESS WIRE)—Jul. 27, 2023— CUTERA, INC. (“Cutera” or the “Company”) (Nasdaq: CUTR), a leading provider of aesthetic and dermatology solutions, today announced that Taylor Harris has been appointed Chief Executive Officer, effective August 7, 2023.

Mr. Harris will succeed Sheila Hopkins, who has been serving as Interim Chief Executive Officer since April 2023. Mr. Harris and Ms. Hopkins will both continue serving as members of Cutera’s Board of Directors.

Mr. Harris joined Cutera’s Board in June 2023. He is a proven executive and brings over 20 years of operational expertise as well as healthcare and life science industry experience to the Company. He most recently served as Senior Vice President and Chief Financial Officer of MyoKardia, a clinical-stage biopharmaceutical company, until the company’s sale to Bristol Myers Squibb in 2020. Previously, Mr. Harris served as Senior Vice President and Chief Financial Officer of ZELTIQ Aesthetics, where he was responsible for overseeing global finance, accounting, tax, treasury, investor relations, and information technology functions, as well as the company’s commercial operations, including customer service, product support, and inside sales. Mr. Harris also served as Chief Financial Officer at Thoratec Corporation, and prior to that he worked at JP Morgan Chase & Co. for over a decade with a focus on the medical device industry.

Kevin Cameron, Chair of the Cutera Board of Directors, said, “Taylor’s appointment follows a comprehensive search process to identify the right leader to execute on Cutera’s strategy and capitalize on additional growth opportunities across the Company’s global footprint. Taylor has a longstanding track record of successfully leading and growing companies in the healthcare industry, and we are confident he is the right leader to help Cutera accelerate our momentum, sharpen our execution and create value for our stockholders.”

Mr. Harris said, “I am honored to take on the role of Chief Executive Officer during such an important time for the Company. For a number of years, I’ve been impressed with Cutera’s commitment to customers, quality, and innovation. Over the past month serving on Cutera’s Board of Directors, I have seen firsthand the tremendous work the team is doing, and I believe that Cutera’s core business, the exciting AviClear opportunity, and the company’s new product engine provide a strong foundation for long-term success. I look forward to working alongside the talented and committed team at Cutera to drive growth and profitability, expand our innovative portfolio, and deliver amazing results for our customers and their patients.”

Mr. Cameron continued, “On behalf of the Board, I’d like to thank Sheila for her leadership and steady hand during a critical period in the Company’s history. Over the last few months, she has worked hard to keep the organization focused on delivering for our customers and advancing key strategic priorities. We would also like to thank all Cutera employees for their patience while the Board conducted its CEO search process.”

Ms. Hopkins, Interim CEO, said, “It has been a privilege to serve as Cutera’s Interim CEO. In the time I’ve been in this role, I’ve gained even deeper insight into Cutera’s business, people and strategy. I’m more confident than ever that Cutera is well-positioned for growth under Taylor’s leadership, and I look forward to applying my learnings as Interim CEO upon returning to my position as an independent director on the Board.”

About Taylor Harris

Mr. Harris served as the Chief Financial Officer for MyoKardia, from 2018 until that company’s acquisition by Bristol Myers Squibb in 2020. Prior to that, Mr. Harris served as Senior Vice President and Chief Financial Officer of ZELTIQ Aesthetics, until that company’s acquisition by Allergan plc. He also served as Vice President and Chief Financial Officer at Thoratec Corporation, which was eventually acquired by St. Jude Medical, Inc and worked at JPMorgan Chase & Co. for over a decade in several capacities, including as a Vice President in the firm’s Healthcare Investment Banking and Equity Research departments. Mr. Harris holds a B.A. from the University of North Carolina at Chapel Hill, where he studied as a Morehead-Cain scholar.

About Cutera, Inc.

Brisbane, California-based Cutera is a leading provider of aesthetic and dermatology solutions for practitioners worldwide. Since 1998, Cutera has been developing innovative, easy-to-use products that harness the power of science and nature to enable medical practitioners to offer safe and effective treatments to their patients. For more information, call +1-415-657-5500 or 1-888-4CUTERA or visit www.cutera.com.

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Greg Barker
VP, Corporate FP&A
415-657-5500
IR@cutera.com

Eric Briemann / Rachel Goldman
Joele Frank, Wilkinson Brimmer Katcher
212-355-4449

Source: Cutera, Inc.