

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

December 2, 2024

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)

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 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 November 25, 2024, the Compensation Committee of the Board of Directors, or the Board, of Cutera, Inc., or the Company, recommended, and the Board approved, one-time special cash performance and incentive bonus awards, or Incentive Awards, for the Company's executive officers, in each case pursuant to, and subject to the terms and conditions of, a letter agreement, or Bonus Letter, the form of which is filed as Exhibit 10.1 hereto and incorporated by reference herein.

Accordingly, on November 25, 2024, the Company entered into a Bonus Letter with each of its named executive officers, providing for the following Incentive Awards:

Executive Officer	Amount
Taylor C. Harris, <i>Chief Executive Officer</i>	\$337,500
Stuart D. Drummond, <i>Interim Chief Financial Officer</i>	\$150,000
Jeffrey S. Jones, <i>Chief Operating Officer</i>	\$175,000
Stephana E. Patton, <i>Chief Legal Officer</i>	\$225,000

The Company expects to pay the Incentive Awards on December 15, 2025, in each case less applicable withholdings in accordance with the Company's normal payroll practices. The Bonus Letters provide that each Incentive Award is subject to repayment as follows: (i) 100% if the employee separates from the Company on or before March 31, 2025, except upon a Change in Control (as defined therein) during the Change of Control Period (as defined therein), if terminated without cause, or if terminated with Good Reason (as defined therein); and (ii) 50% if the employee separates from the Company between April 1, 2025 and June 29, 2025, except upon a Change in Control (as defined therein) during the Change of Control Period (as defined therein), if terminated without cause, or if terminated for Good Reason (as defined therein).

The foregoing summary is not intended to be complete and is qualified in its entirety by reference to the full text of the Bonus Letters, the form of which is filed as Exhibit 10.1 hereto and incorporated by reference herein.

Item 9.01. Financial Statements and Exhibits.

(d) Exhibits.

Exhibit No.	Description
10.1	Form of Bonus Letter
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, thereunto duly authorized.

Date: December 2, 2024

CUTERA, INC.

/s/ Stuart Drummond

Stuart Drummond

Interim Chief Financial Officer

Definitions:

“**Good Reason**” means your resignation within 90 days following the expiration of any Company cure period (discussed below) following the occurrence of one or more of the following, without your consent:

- i. A material reduction in your authority, duties, or responsibilities relative to duties, position or responsibilities in effect immediately prior to such reduction;
- ii. A material reduction in your cash compensation as in effect immediately prior to such reduction, unless such reduction is applied similarly to others at the same level;
- iii. A material change in the geographic location at which you must perform services (in other words, the relocation to a facility that is more than 50 miles from your then-current location); and

You will not resign for Good Reason without first providing the Company with written notice within 90 days of the event that you believe constitutes “Good Reason” specifically identifying the acts or omissions constituting the grounds for Good Reason and a reasonable cure period of not less than 30 days following the date of such notice and such grounds for “Good Reason” have not been cured during such cure period.

“**Change in Control**” means the occurrence of any of the following events:

- i. A change in the ownership of the Company which occurs on the date that any one person, or more than one person acting as a group (“Person”), acquires ownership of the stock of the Company that, together with the stock held by such Person, constitutes more than 50% of the total voting power of the stock of the Company, except that any change in the ownership of the stock of the Company as a result of a private financing of the Company that is approved by the Board will not be considered a Change in Control; or
- ii. A change in the effective control of the Company which occurs on the date that a majority of members of the Board is replaced during any 12 month period by directors whose appointment or election is not endorsed by a majority of the members of the Board prior to the date of the appointment or election; or
- iii. A change in the ownership of a substantial portion of the Company’s assets which occurs on the date that any person acquires (or has acquired during the 12 month period ending on the date of the most recent acquisition by such person or persons) assets from the Company that have a total gross fair market value equal to or more than 50% of the total gross fair market value of all of the assets of the Company immediately prior to such acquisition or acquisitions. For purposes of this subsection (iii), gross fair market value means the value of the assets of the Company, or the value of the assets being disposed of, determined without regard to any liabilities associated with such assets.

For these purposes, persons will be considered to be acting as a group if they are owners of a corporation that enters into a merger, consolidation, purchase or acquisition of stock, or similar business transaction with the Company.

Notwithstanding the foregoing, a transaction will not be deemed a Change in Control unless the transaction qualifies as a change in control event within the meaning of Section 409A.

“**Change in Control Period**” means the period beginning 3 months prior to a Change in Control and ending 12 months following a Change in Control.