

UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

FORM 8-K

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

Date of Report (Date of earliest event reported): December 20, 2024

AirSculpt Technologies, Inc.
(Exact name of Registrant as specified in its charter)

Delaware
(State or other jurisdiction of
incorporation)

001-40973
(Commission File Number)

87-1471855
(IRS Employer
Identification No.)

1111 Lincoln Road, Suite 802
Miami Beach, FL 33139
(Address of principal executive offices, including zip code)

(786) 709-9690
(Registrant's telephone number, including area code)

Not Applicable
(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 or to be 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 per share	AIRS	The Nasdaq Global Market

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

Emerging growth company

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

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

Amendment to Employment Agreement of Chief Accounting Officer

On December 20, 2024, the Compensation Committee of the Company's Board of Directors (the "Board") approved an increase to the 2025 annual base salary and target short-term incentive compensation for Mr. Philip Bodie to \$325,000 and \$162,500 (50% of annual base salary), respectively, in connection with his appointment to Chief Accounting Officer. Mr. Bodie will continue to be eligible to participate in the Company's 2021 Equity Incentive Plan, and the Committee approved the grant of a 2025 annual equity award having a grant date value of 50% of Mr. Bodie's annual base salary on terms substantially similar to the Company's other executive officers, subject to the terms and conditions of the applicable grant agreement. The other terms of Mr. Bodie's compensation and employment remain unchanged. A copy of the amendment to Mr. Bodie's employment agreement setting forth these changes, is filed as Exhibit 10.1 to this Current Report on Form 8-K and is incorporated herein by reference. The foregoing description of the changes to Mr. Bodie's annual compensation is qualified in its entirety by reference to the full text of the amendment to Mr. Bodie's employment agreement.

Director Departure

On December 24, 2024, Pamela Netzky, resigned as a director and as a member of the Nominating and Corporate Governance Committee of the Board. The resignation was not due to any disagreements with the Company on any matter relating to the Company's operations, policies or practices.

Item 9.01. Financial Statements and Exhibits.

(d) Exhibits.

[10.1](#) [Amendment, dated December 26, 2024, to the Employment Agreement dated July 1, 2022 between the Company and Philip Bodie](#)
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.

AirSculpt Technologies, Inc.

Date: December 26, 2024

By: /s/ Dennis Dean

Name: Dennis Dean

Title: Interim Chief Executive Officer and Chief Financial Officer

**AMENDMENT TO
EMPLOYMENT AGREEMENT**

THIS AMENDMENT (this "Amendment"), dated as of December 26, 2024 (the "Amendment Date"), is entered into by and between AirSculpt Technologies, Inc., a Delaware corporation (the "Company") and Philip Bodie ("Executive").

WITNESSETH:

WHEREAS, the Company and Executive previously enter into an Employment Agreement, effective as of July 1, 2022 (the "Employment Agreement"); and

WHEREAS, the Company desires to continue to employ Executive and promote Executive to Chief Account Officer of the Company following the Amendment Date in accordance with the terms and conditions of the Employment Agreement, as amended by this Amendment.

NOW, THEREFORE, in consideration of the foregoing and of the mutual covenants and obligations hereinafter set forth, the parties hereto, intending to be legally bound, hereby agree as follows effective as of January 1, 2025:

1. Section 2.1 of the Employment Agreement shall be replaced in its entirety with the following:

"2.1 Title. Following the Amendment Date, the Company shall continue to employ Executive to render services to the Company as a Senior Vice President in the capacity of Chief Accounting Officer of the Company."

2. Section 2.2 and Section 2.3 of the Employment Agreement shall be amended by replacing the term "Corporate Controller" with "Chief Accounting Officer."

3. The first sentence of Section 4.1 of the Employment Agreement shall be replaced with the following:

"As compensation for Executive's performance of Executive's duties hereunder, beginning as of the Amendment Date, the Company shall pay to Executive a salary at the annualized rate of \$325,000, payable in substantially equal installments in accordance with the Company's normal payroll practices as in effect from time to time."

4. The first sentence of Section 4.2 of the Employment Agreement shall be replaced with the following:

"In addition to the Salary, Executive shall be eligible for an annual target cash performance bonus of 50% of Executive's Salary (the "Bonus") for each fiscal year during the Term, based upon achievement of individual and/or Company performance criteria, as determined annually by the Company in its sole and absolute discretion."

5. A new Section 4.3 is hereby added to the Employment Agreement as of the Amendment Date:

“4.3 Long Term Incentive. Executive will be eligible to participate in the Company’s long-term incentive program. The grant date value of the 2025 long-term incentive to be awarded to Executive shall be 50% of Executive’s Salary. Equity awards granted under this Section 4.3 for a fiscal year are referred to herein as an “Annual Equity Award” or collectively as “Annual Equity Awards”. An Annual Equity Award may be granted in any form allowed under the Company’s 2021 Equity Incentive Plan with vesting terms and conditions as set forth by the Board in its sole and absolute discretion. Each Annual Equity Award shall be subject to the terms and conditions of the applicable award agreement. All equity awards are subject to the approval of the Board or its Compensation Committee.”

6. References. All references in the Employment Agreement to “this Agreement” and any other references of similar import shall hereinafter refer to the Employment Agreement as amended by this Amendment.

7. Remaining Provisions. Except as expressly modified by this Amendment, the Employment Agreement shall remain in full force and effect. This Amendment embodies the entire agreement and understanding of the parties hereto with respect to the subject matter hereof, and supersedes all prior and contemporaneous agreements and understandings, oral or written, relative thereto.

8. Counterparts. This Amendment may be executed by either of the parties hereto in counterparts, each of which shall be deemed to be an original, but all such counterparts shall together constitute one and the same instrument.

* * *

IN WITNESS WHEREOF, the parties have executed this Amendment as of the date first written above.

AIRSCULPT TECHNOLOGIES, INC.

By: /s/ Dennis Dean

Name: Dennis Dean

Title: Interim Chief Executive Officer and Chief Financial Officer

EXECUTIVE

/s/ Philip Bodie

Philip Bodie

[Signature Page to Amendment to Philip Bodie Employment Agreement]
