

**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): **February 1, 2023**

AEYE, INC.

(Exact name of registrant as specified in its charter)

Delaware

(State or other jurisdiction
of incorporation)

001-39699

(Commission File Number)

37-1827430

(IRS Employer Identification No.)

One Park Place, Suite 200, Dublin, California

(Address of principal executive offices)

94568

(Zip Code)

Registrant's telephone number, including area code: **(925) 400-4366**

(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 obligations of the registrant under any of the following provisions:

- 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, par value \$0.0001 per share	LIDR	The Nasdaq Stock Market LLC
Warrants to receive one share of Common Stock	LIDRW	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.

Appointment of Matthew Fisch

On February 1, 2023, AEye, Inc. (the “Company”) announced that Matthew Fisch, age 54, has been appointed as the Company’s Chief Executive Officer (the “CEO”) and a member of the Company’s Board of Directors (the “Board”), effective as of February 13, 2023.

Mr. Fisch was most recently Senior Vice President & Chief Technology Officer at Gentherm Incorporated, a developer of thermal management technologies for the automotive and other industries, from April 2020 until February 2023. Prior to Gentherm, Mr. Fisch was employed by North American Bancard, a payments technology company, where he served as Executive Vice President & Chief Technology Officer of Hospitality Services from October 2019 until April 2020. Prior to joining North American Bancard, Mr. Fisch worked at Verifone Systems, Inc., a global leader in payments and commerce solutions, where he served as the Executive Vice President of Global R&D from August 2018 to October 2019, and Senior Vice President of Global Engineering from May 2016 to August 2018. At Verifone, Mr. Fisch led research and development for all product lines, including hardware application and cloud software services. Prior to Verifone, he was the Vice President of R&D for Harman International Industries, Inc.’s lifestyle division from 2014 to 2016, where he led the global R&D organization that was responsible for developing Harman’s car audio business for North America, Europe, China, Japan, and Korea. Prior to joining Harman, Mr. Fisch had a 22-year career at Intel Corporation where he held positions of increasing responsibility in engineering. Mr. Fisch holds a Master of Engineering in Computer Engineering, and a Bachelor of Science in Electrical Engineering, both from Cornell University.

In connection with his appointment as CEO, Mr. Fisch accepted a written offer letter on January 20, 2023, pursuant to which Mr. Fisch will receive an annual base salary of \$500,000, an annual bonus target of 100% of his annual base salary, the achievement of which will be based on goals set by the Board, and a one-time sign-on bonus of \$500,000 to assist with relocation expenses and to partially offset the loss of certain near-term compensatory elements Mr. Fisch reasonably expected to receive from his current employer. In addition, Mr. Fisch will receive an incentive award of 5,000,000 service-based restricted stock units and 2,000,000 performance-based restricted stock units (collectively, the “RSUs”). The service-based RSUs will vest as follows: 500,000 on March 15, 2023, 1,125,000 on February 15, 2024 and then in equal quarterly installments over the next twelve (12) calendar quarters on the 15th day of the second month of each calendar quarter. The performance-based RSUs will vest quarterly over six (6) calendar quarters on the 15th day of the second month of each calendar quarter following the satisfaction of the Performance Condition (defined below). The Performance Condition will be satisfied if the closing price of the Company’s common stock, as reported by NASDAQ (or other recognized national exchange on which the Company’s common stock is then traded), meets or exceeds \$1.20 per share (adjusted for any stock splits or other corporate actions) for any ten (10) consecutive trading days prior to March 1, 2024 (the “Performance Condition”). If the Performance Condition is not satisfied, the performance-based RSUs will be forfeited. Mr. Fisch will also become party to the Company’s Change in Control Severance Agreement and Indemnification Agreement, the forms of which have been previously disclosed by the Company, as well as be eligible to participate in all other benefit programs generally offered to all other employees of the Company.

The description of Mr. Fisch’s offer letter in this Item 5.02 does not purport to be complete and is qualified in its entirety by reference to the full text of the offer letter, a copy of which is attached hereto as Exhibit 10.1 and incorporated herein by reference.

There is no arrangement or understanding between Mr. Fisch and any other person pursuant to which Mr. Fisch was to be selected as an officer of the Company that would require disclosure under Item 401(b) of Regulation S-K. Additionally, there is no family relationship between Mr. Fisch and any other person that would require disclosure under Item 401(d) of Regulation S-K. Mr. Fisch is not a party to any transactions that would require disclosure under Item 404(a) of Regulation S-K.

Resignation of Blair LaCorte

On January 27, 2023, Blair LaCorte, the Company's current CEO, provided written notice to the Board of his intention to accelerate the effective date of his resignation as the CEO to February 13, 2023 from February 28, 2023, which was previously disclosed in the Company's Current Report on Form 8-K filed on December 13, 2022. Mr. LaCorte also provided written notice of his intention to resign as a member of the Board effective as of February 13, 2023. Neither of Mr. LaCorte's resignations were due to any disagreement with the Company on any matter relating to the Company's operations, policies, or practices. Mr. LaCorte is expected to remain as an employee of the Company to assist the Company's transition to the new CEO, in the role of Senior Advisor, through March 1, 2023, at which time Mr. LaCorte's employment relationship with the Company is expected to end. Following March 1, 2023, Mr. LaCorte is expected to join the Company's Advisory Board.

In exchange for entering into the Company's standard separation agreement, upon the effectiveness of such agreement, the Company has agreed to: (i) provide to Mr. LaCorte a one-time payment of \$50,000 and (ii) pay, on behalf of Mr. LaCorte, his COBRA premium payments through December 31, 2023. The Company has also agreed to accelerate and vest, as of March 1, 2023, 252,000 RSUs, which were scheduled to vest equally on May 15, 2023 and August 15, 2023, from the grant made to Mr. LaCorte on January 10, 2023, and 23,985 RSUs, which were scheduled to vest on March 15, 2023, from the grant made to Mr. LaCorte on October 9, 2021.

Item 7.01 Regulation FD Disclosure.

On February 1, 2023, the Company issued a press release announcing the appointment of Matthew Fisch to the role of CEO and the Board effective February 13, 2023. A copy of the press release is furnished as Exhibit 99.1 to this Current Report on Form 8-K.

The information provided in Item 7.01 of this Current Report on Form 8-K (including Exhibit 99.1) is being furnished and shall not be deemed "filed" for purposes of Section 18 of the Securities Exchange Act of 1934, as amended (the "Exchange Act"), or otherwise subject to the liabilities of that section, nor shall it be deemed incorporated by reference in any filing under the Securities Act of 1933, as amended, or the Exchange Act, except as expressly set forth by specific reference in such filing.

Item 9.01. Financial Statement and Exhibits.

(d) Exhibits.

<u>Exhibit Number</u>	<u>Description</u>
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10.1	Offer Letter by and between the Company and Matthew Fisch, dated January 20, 2023.
99.1	Press Release dated February 1, 2023.
104	Cover Page Interactive Data File (formatted as Inline XBRL and contained in Exhibit 101).

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.

AEye, Inc.

Dated: February 1, 2023

By: /s/ Andrew S. Hughes

Andrew S. Hughes

Senior Vice President, General Counsel & Corporate Secretary



January 20, 2023

Matthew Fisch

Re: Offer of Employment

Dear Matt:

On behalf of AEye, Inc. (the "**Company**"), I am pleased to offer you employment as Chief Executive Officer, reporting to our Board of Directors. This letter sets out the terms of your employment with the Company, which will start on February 13, 2023, should you accept this offer. As a salaried employee, your normal work hours will be Monday through Friday from 9:00 a.m. to 5:00 p.m., however, you will be expected to work additional hours as required by the nature of your work assignments. While we do provide a flexible schedule for being in-office, we generally expect employees to come to the office a minimum of three days per week. We believe this is particularly important for leaders in our organization to lead by example.

Board of Directors. Effective as of your start date, should you accept this offer, you will be nominated to serve as a member of the Company's Board of Directors.

Compensation. If you decide to join us, your salary will be \$500,000 per year, paid twice per month at the rate of \$20,833.34 per pay period, on 7th and 22nd of each month, in accordance with the Company's normal payroll practices, less any required taxes, other withholdings, and deductions authorized by you. Future adjustments in compensation, if any, will be made by the Company in its sole and absolute discretion. This position is an exempt position, which means you are paid for the job and not by the hour, and therefore, you will not receive overtime pay if you work more than eight hours in a workday or more than 40 hours in a work week.

Annual Bonus. The Company has established a discretionary annual bonus program and you are eligible to participate. Your target payout under the program will be 100% of your base salary, however, the actual amount paid to you under the bonus program is subject to a number of parameters, including your performance and the performance of the Company. A payment under the annual bonus program is not guaranteed.

Sign-on Bonus. You will receive a one-time \$500,000 sign-on bonus, subject to any required taxes and other withholdings, which will be paid to you in the paycheck following your first ninety (90) days of employment. If you voluntarily resign from AEye or are terminated for cause within 24 months of your start date, a prorated amount of the sign-on bonus paid to you will be due and payable to the Company as of your last date of employment with AEye. Your signature below constitutes a promise to repay to the Company, with interest accruing from your last day of employment at the lesser of 10% per annum or the maximum rate allowed by law, any amounts due to the Company pursuant to this paragraph.

Benefits. You will be eligible to participate in various benefit plans offered by the Company to full-time employees, including the following offered by the Company beginning the first day of the month following your start date – health insurance, a 401(k) plan, with a Company match of up to 5%, and life insurance coverage, all in accordance with the Company's then-current benefit plans. The Company will pay 100% of the health insurance premiums for you and your dependents. The Company may change its benefit plans from time-to-time in accordance with business needs and applicable laws.



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Cell Phone Allowance. The Company will pay to you a \$65.00 per month cell phone allowance.

Paid Time Off. The Company does not limit the amount of paid time off ("PTO") you can take; however, any PTO taken should be reasonable and aligned with business needs. As you will not accrue time off, the Company will not compensate you for any unused leave.

Equity. Effective as of your start date, you will be granted an award of 7,000,000 restricted stock units ("**RSUs**") of AEye, Inc. Each RSU will entitle you to be issued, following vesting, one share of AEye common stock generally in accordance with AEye's 2021 Equity Incentive Plan and the related RSU award documents (collectively, the "**Grant Documents**"). Your RSU award will be subject to the terms and conditions set forth in the Grant Documents, and not this letter. Vesting of each RSU will require satisfaction of a service condition. The service condition for your RSUs will be satisfied in installments by your continued employment with the Company or its successor, with the service conditions being satisfied as follows: (i) provided you commence employment on or before February 13, 2023, 500,000 RSUs shall vest on March 15, 2023; (ii) 4,500,000 RSUs shall vest as to 25% on the 15th day of the second month of the calendar quarter (e.g., the next February 15, May 15, August 15, or November 15) following the one-year anniversary of your start date and thereafter 1/16th of these RSUs on the 15th day of the second month of each calendar quarter thereafter, and (iii) 2,000,000 RSUs which shall be contingent on the closing stock price of the Company's stock, as reported by NASDAQ (or other recognized national exchange on which the Company's stock is traded), meeting or exceeding \$1.20 per share (adjusted for any stock splits or other corporate actions) for ten (10) consecutive trading days prior to March 1, 2024 – following the satisfaction of the contingency, the 2,000,000 RSUs shall vest quarterly (commencing on the next 15th day of the second month of the calendar quarter after the contingency is satisfied), equally over six (6) quarters (if the contingency is not met prior to March 1, 2024, the 2,000,000 RSU grant shall lapse); vesting of the grant shall continue until the earlier of your resignation, termination, or the date on which you have satisfied the service condition, and in the case of the 2,000,000 RSUs, the contingency, in full.

Other Agreements. As of your Start Date, should you commence employment with us, you will be offered the Company's Change of Control Severance Agreement, which, in the event of a defined change of control and your separation from service, provides you with acceleration of all equity grants and 150% of your base salary and target bonus, among other things. You will also be offered the Company's Indemnification Agreement.

This is not an employment contract. Your employment with the Company is at-will, which means that you may resign at any time for any reason. Similarly, the Company may terminate the employment relationship at any time for any reason, with or without prior notice. In addition, the Company reserves the right to modify your compensation, position, duties, or reporting relationship to meet business needs. Notwithstanding any contrary statement or agreement, this at-will employment relationship can only be changed in writing that expressly refers to changing your at-will employment relationship and is signed by an authorized representative of the Company and by you.



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This offer is contingent upon you: (1) signing the Company's Employee Proprietary Information and Inventions Agreement (a copy of which is enclosed); (2) timely providing the Company with appropriate documents establishing your identity and right to work in the United States; and (3) consenting to a background check that produces results satisfactory to the Company. 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 business days following the start date of your employment, or our employment relationship with you may be terminated.

This letter, the Employee Proprietary Information and Inventions Agreement, the other written agreements, should you opt to participate, and the Grant Documents constitute the entire agreement between you and the Company regarding the terms and conditions of your employment, and supersede all negotiations, representations, or agreements, whether prior or contemporaneous, written or oral, between you and the Company on this subject.

* * * * *

We look forward to working with you at the Company. Please sign and date this letter to acknowledge your acceptance of the Company's offer on the terms set forth. If this offer is not accepted by you, in writing (including e-mail), before 11:59 p.m. on January 21, 2023, this offer will be deemed to have expired and shall no longer be valid.

Sincerely,

AEye, Inc.

By: /s/ Carol DiBattiste
Carol DiBattiste
Chair, Board of Directors

I agree to and accept employment with AEye, Inc. on the terms and conditions set forth in this letter. I understand and agree that my employment with the Company is at-will as described above.

Dated: 1/20/2023

/s/ Matthew Fisch
Matthew Fisch

AEye Names Tech Leader Matt Fisch as CEO

Former Intel, HARMAN International, and Verifone Exec to Lead Company as it Prepares to Deliver Commercial Products at Scale Across Markets

Dublin, CA – February 1, 2023 – [AEye, Inc.](#) (NASDAQ: LIDR), a global leader in adaptive, high-performance lidar solutions, today announced it has named Matt Fisch as the company's new CEO and as a member of its board of directors effective February 13, 2023. Fisch is a deeply technical C-level leader with 30 years of experience delivering breakout products across industries, and scaling software organizations at multi-billion-dollar global companies including HARMAN International, Intel, and Verifone. He takes the reins at AEye as the company transitions into commercialization of its award-winning product line across multiple markets.

"Matt is the right leader at the right time for AEye," said Carol DiBattiste, chair of the AEye board of directors. "His technical leadership and vast experience leading teams to successfully deliver groundbreaking software-driven products, including for the automotive market, will be instrumental as AEye continues its path toward commercialization. Matt brings the ideal mix of business acumen and software, systems, and product development expertise to AEye as the company doubles-down on its mission to save lives and propel the future of transportation and mobility."

"AEye's software-defined lidar is foundational to the next generation of mobility applications, and as we prepare to scale the company, the productization experience Matt brings to AEye will be key in taking the company to the next level," said Luis Dussan, founder and CTO of AEye. "Matt's deep automotive and semiconductor experience will help propel us to the next level as a premier automotive technology supplier as we continue to enhance, productize, and monetize our platform and product portfolio," added AEye co-founder and general manager of Automotive, Jordan Greene. "His expertise perfectly complements and strengthens our management team, and we are delighted to welcome him on board as our CEO."

Fisch has deep and broad technical expertise across the automotive market, having served as the VP of R&D at HARMAN International Industries, where he led the global R&D organization that was responsible for developing HARMAN's car audio business for North America, Europe, China, Japan, and Korea. Most recently, he held SVP and CTO positions at Gentherm (NASDAQ: THRM), a \$1.1B developer of thermal management technologies which has been named a Supplier of the Year by General Motors two years in row. There, he led the company's transformation to align with the electrification of the automotive industry and the shifting value proposition to software and systems. The results of this effort include the highly regarded ClimateSense® technology recently introduced by General Motors in the Cadillac CELESTIQ.

Beyond automotive, Fisch has led global product development across industries ranging from payments to consumer electronics. He served as EVP of Global Engineering at Verifone, where he was responsible for all product development globally, leading a team of over 2,000 software engineers across 50 locations and responsible for a \$200M Opex budget. He also spent 22 years at Intel, where as GM of Android and Windows software engineering, he led software product development and deep technical partnerships with Apple, Google, and Microsoft across mobile computing, cell phone, tablet, and consumer product lines. Fisch holds a Master of Engineering in Computer Engineering, and a Bachelor of Science in Electrical Engineering, both from Cornell University.

“I am thrilled to join AEye as CEO,” said Fisch. “AEye is a company based on discipline, innovation, and integrity. With these values at its core, the company has built a uniquely powerful sensing platform, established a highly scalable business model, and created one of the most impressive teams in the space. With these essential components in place, I look forward to leading AEye as we continue to build the business.”

“Now that we have launched our intelligent 4Sight platform and have begun to scale the business, it is the perfect time to pass the baton to Matt. He is a highly respected technology executive and organizational leader who will spearhead the production ramp of AEye's lidar systems for penetration across markets,” said Blair LaCorte, AEye's outgoing CEO. “We have the right technology, product, team, and partners in place to claim more than our fair share of an enormous market opportunity, and Matt – with his deep experience developing and deploying market-leading products globally – is the right leader to take us to the next level.”

AEye launched a search for a successor to fill the role of departing CEO Blair LaCorte in December 2022. The search was led by board chair, Carol DiBattiste, and board member Timothy J. Dunn, the chair of the company's audit and compensation committees, and assisted by members of management, including founder, CTO, and board member Luis Dussan and co-founder and GM of Automotive Jordan Greene. LaCorte will continue with AEye as a member of the AEye Advisory Board.

About AEye

AEye's unique software-defined lidar solution enables advanced driver-assistance, vehicle autonomy, smart infrastructure, logistics, and off-highway applications that save lives and propel the future of transportation and mobility. AEye's 4Sight™ Intelligent Sensing Platform, with its adaptive sensor-based operating system, focuses on what matters most: delivering faster, more accurate, and reliable information. AEye's 4Sight™ products, built on this platform, are ideal for dynamic applications which require precise measurement imaging to ensure safety and performance. AEye has a global presence through its offices in Germany, Japan, Korea, and the United States.

Forward-Looking Statements

Certain statements included in this press release that are not historical facts are forward-looking statements within the meaning of the federal securities laws, including the safe harbor provisions under the United States Private Securities Litigation Reform Act of 1995. Forward-looking statements are sometimes accompanied by words such as “believe,” “continue,” “project,” “expect,” “anticipate,” “estimate,” “intend,” “strategy,” “future,” “opportunity,” “predict,” “plan,” “may,” “should,” “will,” “would,” “potential,” “seem,” “seek,” “outlook,” and similar expressions that predict or indicate future events or trends, or that are not statements of historical matters. Forward-looking statements are predictions, projections, and other statements about future events that are based on current expectations and assumptions and, as a result, are subject to risks and uncertainties. Forward looking statements included in this press release include statements about the experience of Mr. Fisch and its applicability to AEye, AEye’s products, and AEye’s progress in product commercialization, among others. These statements are based on various assumptions, whether or not identified in this press release. These forward-looking statements are provided for illustrative purposes only and are not intended to serve as and must not be relied on by an investor as a guarantee, an assurance, a prediction, or a definitive statement of fact or probability. Actual events and circumstances are very difficult or impossible to predict and will differ from the assumptions. Many actual events and circumstances are beyond the control of AEye. Many factors could cause actual future events to differ from the forward-looking statements in this press release, including but not limited to: (i) the risks that AEye may be unable to successfully transition to delivering commercial products at scale across markets in the time frame anticipated, or at all; (ii) the risks that Mr. Fisch may be unable to commence employment with AEye on February 13, 2023 as CEO, and as a member of its board of directors, or at any time thereafter; (iii) the risks that Mr. Fisch’s technical leadership and experience may not be as instrumental in AEye’s commercialization of its products as anticipated, or at all; (iv) the risks that AEye’s software-defined lidar is not foundational to the next generation of mobility applications to the extent anticipated, or at all; (v) the risks that Mr. Fisch’s productization experience may not translate to AEye nor be key in taking AEye to the next level, to the extent anticipated, or at all; (vi) the risks that Mr. Fisch’s experience may not help propel AEye to the next level, whether as a premier automotive technology supplier, or otherwise, to the extent anticipated, or at all; (vii) the risks that AEye, with or without Mr. Fisch as CEO, will be able to continue to enhance, productize, or monetize AEye’s platform or product portfolio to the extent anticipated, or at all;

(viii) the risks that the production ramp of AEye's products, across one or more markets, may not occur in the time frame anticipated, or at all; (ix) the risks that AEye's technology, product, team, and partners may not enable AEye to claim more than a fair share of the market opportunity, or any share of the market, nor may the market opportunity itself be as enormous as anticipated; (x) the risks that the leadership transition will cause disruption among AEye, its employees, its customers, its vendors, or its other stakeholders; (xi) the risks that AEye may not be able to successfully navigate either or both of the supply chain disruptions it faces or the inflationary challenges that currently exist and which may continue for a time period that is longer than anticipated, or is more severe than contemplated; (xii) the risks that the traction gained by AEye to date will translate into future growth, revenue, or profitability to the extent anticipated or in the time frame contemplated, or at all; (xiii) the risks that AEye will be unable to strengthen its competitive position or deliver on its key objectives due to supply chain disruptions, economic uncertainties, or otherwise; (xiv) the risks that AEye's products will not meet the diverse range of performance and functional requirements of AEye's target markets and customers; (xv) the risks that the size of the total available market for the use of lidar will be smaller than predicted or take longer to come to fruition than predicted; (xvi) the risk that laws and regulations are adopted impacting the use of lidar that AEye is unable to comply with, in whole or in part; (xvii) changes in competitive and regulated industries in which AEye operates, variations in operating performance across competitors, and changes in laws and regulations affecting AEye's business; (xviii) the risks that AEye may not continue to execute against its business plan to the extent anticipated, or at all; (xix) the risks that lidar adoption occurs slower than anticipated or fails to occur at all; (xx) the risks that AEye's products will not function as anticipated by AEye, or by target markets and customers; (xxi) the risks that AEye may not be in a position to adequately or timely address either the near or long-term opportunities that may or may not exist in the evolving autonomous transportation industry; (xxii) the risks associated with changes in competitive and regulated industries in which AEye operates, variations in operating performance across competitors, and changes in laws and regulations affecting AEye's business; (xxiii) the risks that AEye is unable to adequately implement business plans, forecasts, and other expectations, and identify and realize additional opportunities; and (xxiv) the risks of downturns and a changing regulatory landscape in the highly competitive and evolving industry in which AEye operates. These risks and uncertainties may be amplified by the COVID-19 pandemic, including the Delta and Omicron variants, as well as future variants and subvariants, which has caused significant economic uncertainty, which economic uncertainty may linger for many years. The foregoing list of factors is not exhaustive. You should carefully consider the foregoing factors and the other risks and uncertainties described in the "Risk Factors" section of the Quarterly Report on Form 10-Q that AEye has most recently filed with the U.S. Securities and Exchange Commission, or the SEC, and other documents filed by us or that will be filed by us from time to time with the SEC.

These filings identify and address other important risks and uncertainties that could cause actual events and results to differ materially from those contained in the forward-looking statements. Forward-looking statements speak only as of the date they are made.

Readers are cautioned not to put undue reliance on forward-looking statements; AEye assumes no obligation and does not intend to update or revise these forward-looking statements, whether as a result of new information, future events, or otherwise. AEye gives no assurance that AEye will achieve any of its expectations.

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