

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): January 4, 2023

SHIFTPIXY, INC.

(Exact name of registrant as specified in its charter)

Wyoming

(State of incorporation or organization)

47-4211438

(I.R.S. Employer Identification No.)

**13450 W. Sunrise Blvd., Suite 650, Sunrise,
Florida**

(Address of principal executive offices)

33323

(Zip Code)

(888) 798-9100

(Registrant's telephone number, including area code)

Commission File No. 001-37954

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 under 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	PIXY	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 (17 CFR §230.405) or Rule 12b-2 of the Securities Exchange Act of 1934 (17 CFR §240.12b-2).

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 January 4, 2023, ShiftPixy, Inc. ("ShiftPixy" or the "Company") signed an offer of employment letter with Douglas Beck, appointed to serve as the Company's new CFO, beginning on January 15, 2023. Mr. Beck, age 62, previously served as CFO and Consultant for Beyond Air, Inc. (NASD.XAIR), a clinical stage medical device company, from November of 2018 to December of 2022. Prior to his service with Beyond Air, Mr. Beck served as CFO for JLM Couture, Inc., a high-end bridal wear and accessories designer and manufacturer from February 2016 to October of 2018. From December 2013 to December of 2015, Mr. Beck served as CFO for Relmada Therapeutics, Inc. (NASD.RLMD), and from January 2011 to March 2013, he served as CFO for IBio (NYSE.IBIO). Mr. Beck has a Bachelor of Science degree in accounting from Fairleigh Dickinson University, and he is a New York certified public accountant as well as a member of the New York State Society of CPAs SEC and CFO committees.

Pursuant to the terms of the offer letter, Mr. Beck will be paid \$250,000 per year.

Item 9.01. Financial Statements and Exhibits.

(d) Exhibits

Exhibit Number	Description
10.1	Offer Letter to Mr. Beck
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.

SHIFTPIXY, INC.

Date: January 6, 2023

By: /s/ Scott W. Absher
Scott W. Absher
Chief Executive Officer

13450 W. Sunrise Blvd., Suite 650, Sunrise FL 33323
 Tel (888) 798-9100
 www.shiftpixy.com



1/4/2023

Douglas Beck
 Great Neck, NY 11021

RE: Offer of Employment

Dear Douglas:

ShiftPixy Corporate Services, Inc. ("ShiftPixy Corporate") is pleased to offer you the position of Chief Financial Officer of ShiftPixy. The following provisions outline the terms of our employment offer to you, should you accept.

Your first day of hire will be **January 15th, 2023**.

As Chief Financial Officer, you will be reporting directly to our Chief Executive Officer, Scott Absher. Your home base will be in your remote home office in Great Neck, NY. Your beginning salary will be \$20,833.33 per month, paid on a semi-monthly basis (\$10,416.67 per pay period.) This is a full-time, exempt position, and you will not be entitled to overtime.

This pay plan may be changed at any time, without notice, at the sole discretion of ShiftPixy Corporate. However, no changes to the pay plan will be effective unless in writing and signed by the President of ShiftPixy Corporate. No oral representation contrary to this pay plan is contractually binding.

Pay Periods at ShiftPixy Corporate are (1) the 1st to the 15th of each month; and (2) the 16th to the last day of each month. Paychecks are provided on the 5th and 20th of each month. If a scheduled payday falls on a weekend or holiday, you will be paid on the last day worked before the weekend or holiday.

After the first 60 days of employment, you will be eligible for paid holidays and paid time off. During your first year of employment, you will accrue 2 weeks of paid time off.

In addition, you will become eligible for additional employee benefits (unless you waive such benefits) as specified in your employee handbook on the first day of the month following your date of hire. You will be eligible for the standard ShiftPixy Corporate employee benefits, which include: medical, dental, vision, prescription package, long-term disability insurance, group life insurance (collectively, "health and insurance related benefits"), and 401(k). ShiftPixy Corporate pays up to \$900.00 per month of your selected health and insurance related benefits. The cost of any health and insurance related benefits above the stated limit will be your responsibility and accordingly deducted on a per pay period basis. All plan benefits as offered are subject to the terms, conditions, and limitations of such plans.

Offer of Employment
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Subject to approval of the ShiftPixy's Board of Directors and/or its Compensation Committee, as applicable, you will be granted an option to purchase shares of the Company's common stock. The grant of such options and the options themselves will be subject to the terms, conditions and limitations of the ShiftPixy Stock Option/Stock Issuance Plan, as amended from time to time, including the constraints imposed by the Board of Directors.

As a ShiftPixy Corporate employee, you will be required to sign an acknowledgement that you have read and understand the company rules and regulations as described in the company handbook and that you intend to abide by these rules and regulations. You will also be required to sign a confidentiality agreement. You will also be required to submit satisfactory documentation regarding your identification and right to work in the United States no later than three (3) days after your newly assigned position begins.

This offer is contingent on the completion of reference checks, verification of employment information, and background checks including drug, criminal and credit investigations. In this regard, we require that the reference checks, verification of employment information, background checks including drug, criminal and credit investigations are generally positive in substance.

This is a conditional offer based on the assumption that no false information has been disclosed and approval of all background checks including drug, criminal and credit investigations are positive. This offer can be revoked at any time upon receiving information detrimental to the success of this position.

While we want to start out on a positive note, it is important to understand that our company is an "at will" employer. We believe it is also important to be aware that either of us may terminate our employment arrangement at any time. This mutual termination of employment arrangement will supersede all previous written and oral communication with you and can be modified only by written agreement signed by all parties.

If you wish to accept employment with ShiftPixy Corporate under the terms as set forth above, please sign and date this letter and return to me by close of business day Friday, January 6, 2023.

We look forward to your favorable reply and to a productive and exciting long-term working relationship.

Sincerely,

/s/ Colby Benbow
 Colby Benbow
 Director of Operations

Approved and Accepted:

/s/ Douglas Beck
 Douglas Beck

1/4/2023
 Date

