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): **September 11, 2026**

Aethlon Medical, Inc.

(Exact name of registrant as specified in its charter)

Nevada	**001-37487**	**13-3632859**
(State or other jurisdiction of incorporation)	(Commission File Number)	(IRS Employer Identification No.)

11555 Sorrento Valley Road, Suite 203 **San Diego, California**	**92121**
(Address of principal executive offices)	(Zip Code)

Registrant's telephone number, including area code: **(619) 941-0360**

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:

☐ 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 per share	**AEMD**	**The Nasdaq Capital 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.

On September 11, 2026, Aethlon Medical, Inc. (the "Company") entered into amendments to the employment agreements of James B. Frakes, the Company's Chief Executive Officer and Chief Financial Officer, and Steven P. LaRosa, M.D., the Company's Chief Medical Officer (collectively, the "Amendments"). The Amendments provide that, if a Change in Control (as defined in the applicable Amendment or employment agreement) is consummated and, concurrently with such consummation, the applicable executive's employment is terminated under circumstances entitling the executive to severance benefits under his employment agreement, the severance payments otherwise payable in installments will instead be paid in a single lump sum. The lump sum will equal the aggregate severance payments that otherwise would have been payable under the applicable employment agreement and will be paid on the first regular payroll date following the applicable release effective date, subject to the terms and conditions of the applicable employment agreement.

The Amendments also provide that, under such circumstances, the applicable health care continuation payments will be paid in a single lump sum equal to the aggregate health care continuation payments that otherwise would have been payable for the applicable COBRA continuation period. Once payable, the amount of such lump sum payment will be fixed and will not be reduced, terminated, forfeited, recouped or required to be repaid as a result of the executive subsequently becoming eligible for or obtaining group health insurance coverage through a new employer or otherwise ceasing to be eligible for COBRA continuation coverage during the applicable COBRA continuation period.

The Amendments do not alter the amount or calculation of the applicable severance payments or health care continuation payments or the circumstances under which the executives become eligible for severance benefits under their respective employment agreements.

The foregoing description of the Amendments does not purport to be complete and is qualified in its entirety by reference to the full text of the Amendments, copies of which are filed as Exhibits 10.1 and 10.2 to this Current Report on Form 8-K and are incorporated herein by reference**.**

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits

Exhibit Number	**Description**
10.1	Amendment No. 2 to Executive Employment Agreement, dated September 11, 2026, by and between the Aethlon Medical, Inc. and James A. Frakes.
10.2	Amendment No. 1 to Executive Employment Agreement, dated September 11, 2026, by and between Aethlon Medical, Inc. and Steven P. LaRosa, MD.
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.

Date: September 15, 2026

AETHLON MEDICAL, INC.

By: */s/ James B. Frakes*
James B. Frakes
Chief Executive Officer and Chief Financial Officer

Exhibit 10.1

AETHLON MEDICAL, INC.
AMENDMENT NO. 2 TO
EXECUTIVE EMPLOYMENT AGREEMENT

This Amendment No. 2 to Executive Employment Agreement (this "**Amendment**") is made and entered into as of September 11, 2026 (the "**Amendment Effective Date**"), by and between James B. Frakes ("**Employee**") and Aethlon Medical, Inc., a Nevada corporation (the "**Company**"). The Company and Employee are sometimes referred to herein individually as a "**Party**" and collectively as the "**Parties**."

RECITALS

A. The Company and Employee are parties to that certain Executive Employment Agreement dated as of December 12, 2018, as amended by Amendment No. 1 to Executive Employment Agreement effective as of November 7, 2023 (as so amended, the "**Employment Agreement**").

B. Section 13.4 of the Employment Agreement provides that the Employment Agreement may be modified or amended in a writing signed by Employee and a duly authorized member of the Board of Directors of the Company (the "**Board**").

C. The Company and Employee desire to amend the Employment Agreement solely to provide that, if a Change in Control is consummated and Employee is required to resign or Employee's employment is terminated concurrently therewith under circumstances entitling Employee to Severance Benefits under Section 8.2, the Severance Payments and health care continuation payments otherwise payable under the Employment Agreement will be paid in single lump sums, and the lump sum health care continuation payment will not thereafter be subject to reduction, cessation, forfeiture, recoupment or repayment based on Employee's subsequent health coverage or COBRA eligibility.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the Parties agree as follows:

1. Lump Sum Payment of Severance Payments in Connection with Change in Control.

The following new Section 8.2.1(a) is hereby added to the Employment Agreement immediately following Section 8.2.1:

"**(a) Lump Sum Payment in Connection with Change in Control.** Notwithstanding the foregoing provisions of this Section 8.2.1 to the contrary, if a Change in Control is consummated and, concurrently with such consummation, Employee is required to resign or Employee's employment is terminated under circumstances giving rise to Employee's entitlement to the Severance Payments under Section 8.2, then, in lieu of paying the Severance Payments in installments on the Company's regular payroll schedule, the Company shall pay the Severance Payments to Employee in a single lump sum. The amount of the lump sum payment shall equal the aggregate Severance Payments that would otherwise be payable to Employee under Section 8.2.1. Subject to Sections 9 and 10, such lump sum payment shall be made on the first regular payroll date following the Release Effective Date.

For purposes of this Section 8.2.1(a), a '**Change in Control**' means: (i) the consummation of a merger, consolidation, reorganization or other business combination involving the Company following which the stockholders of the Company immediately prior to such transaction do not own, directly or indirectly, more than fifty percent (50%) of the outstanding voting power of the surviving or resulting entity (or its ultimate parent entity) immediately following such transaction; or (ii) the consummation of a sale, lease, transfer or other disposition of all or substantially all of the assets of the Company."

2. Lump Sum Payment of Health Care Continuation Coverage Payments in Connection with Change in Control.

The following new Section 8.2.2(a) is hereby added to the Employment Agreement immediately following Section 8.2.2:

> "(a) Lump Sum Payment in Connection with Change in Control. Notwithstanding the foregoing provisions of this Section 8.2.2 to the contrary, if a Change in Control (as defined in Section 8.2.1(a)) is consummated and, concurrently with such consummation, Employee is required to resign or Employee's employment is terminated under circumstances giving rise to Employee's entitlement to the health care continuation payments under this Section 8.2.2, then, in lieu of paying the COBRA Premiums directly to the applicable carrier over the COBRA Premium Period, or paying any Special Cash Payment in installments, as applicable, the Company shall pay Employee a single lump sum cash payment equal to the aggregate COBRA Premiums (or Special Cash Payment amount, as applicable) that would otherwise be payable for the entire COBRA Premium Period. Subject to Sections 9 and 10, such lump sum payment shall be made on the first regular payroll date following the Release Effective Date, concurrently with the lump sum payment of the Severance Payments under Section 8.2.1(a). Once payable, the amount of such lump sum payment shall be fixed and shall not be reduced, terminated, forfeited, recouped or required to be repaid as a result of Employee subsequently becoming eligible for or obtaining group health insurance coverage through a new employer or otherwise ceasing to be eligible for COBRA continuation coverage during the COBRA Premium Period."

3. No Other Changes.

Except as expressly amended by this Amendment, the Employment Agreement remains unmodified and in full force and effect. Without limiting the foregoing, this Amendment does not alter the amount or calculation of the Severance Payments or the health care continuation payments, or the circumstances under which Employee becomes eligible for the Severance Benefits under Section 8.2 or the Release Requirement under Section 9 or any other benefit payable under the Employment Agreement..

4. Section 409A.

This Amendment is intended to comply with, or be exempt from, Section 409A of the Internal Revenue Code of 1986, as amended ("**Section 409A**"), and shall be interpreted and administered consistently with that intent. Section 10 of the Employment Agreement remains in full force and effect and applies to all payments made pursuant to this Amendment.

5. Conflicts.

In the event of any conflict between the terms of this Amendment and the terms of the Employment Agreement, the terms of this Amendment shall control with respect to the subject matter addressed herein.

6. Governing Law; Counterparts.

This Amendment shall be governed by the laws of the State of California, consistent with the Employment Agreement, and may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. Facsimile and electronic signatures shall have the same force and effect as original signatures.

IN WITNESS WHEREOF, the Parties have executed this Amendment as of the Amendment Effective Date.

AETHLON MEDICAL, INC.

By: _/s/Steven La Rosa________________________________
Name: Steven LaRosa
Title: Chief Medical Officer

EMPLOYEE

/s/James B. Frakes_____________________________________
James B. Frakes

Exhibit 10.2

AETHLON MEDICAL, INC.
AMENDMENT NO. 1 TO
EXECUTIVE EMPLOYMENT AGREEMENT

This Amendment No. 1 to Executive Employment Agreement (this "**Amendment**") is made and entered into as of September 11, 2026 (the "**Amendment Effective Date**"), by and between Steven P. LaRosa, MD ("**Employee**") and Aethlon Medical, Inc. (the "**Company**"). The Company and Employee are sometimes referred to herein individually as a "**Party**" and collectively as the "**Parties**."

RECITALS

A. The Company and Employee are parties to that certain Executive Employment Agreement dated as of January 4, 2021 (the "**Agreement**").

B. Section 13.4 of the Agreement provides that the Agreement may be modified or amended in a writing signed by a duly authorized member of the Board of Directors of the Company (the "**Board**").

C. The Company and Employee desire to amend the Agreement to provide that, if a Change in Control is consummated and Employee's resignation is required or employment is terminated concurrently therewith under circumstances entitling Employee to Severance Benefits under Section 8.2, the Severance Payments and health care continuation payments otherwise payable under the Agreement will be paid in single lump sums, and the lump sum health care continuation payment will not thereafter be subject to reduction, cessation, forfeiture, recoupment or repayment based on Employee's subsequent health coverage or COBRA eligibility.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the Parties agree as follows:

1. Lump Sum Payment of Severance Payments upon Change in Control.

The following new Section 8.2.1(a) is hereby added to the Agreement, immediately following Section 8.2.1 (Severance Payments):

> "**(a) Lump Sum Payment upon Change in Control.** Notwithstanding the foregoing provisions of this Section 8.2.1 to the contrary, if a Change in Control (as defined under the Plan and referenced in Section 5) is consummated and, concurrently with such consummation, Employee is required to resign or Employee's employment is terminated under circumstances giving rise to Employee's entitlement to the Severance Payments under Section 8.2, then, in lieu of paying the Severance Payments in installments on the Company's regular payroll schedule, the Company shall pay the Severance Payments to Employee in a single lump sum. The amount of the lump sum payment shall equal the aggregate Severance Payments that would otherwise be payable to Employee under Section 8.2.1. Subject to Section 10, such lump sum payment shall be made on the Company's first regular payroll date following the Release Effective Date.""

2. Lump Sum Payment of Health Care Continuation Coverage Payments upon Change in Control.

The following new Section 8.2.2(a) is hereby added to the Agreement, immediately following Section 8.2.2 (Health Care Continuation Coverage Payments):

> "(a) Lump Sum Payment upon Change in Control. Notwithstanding the foregoing provisions of this Section 8.2.2 to the contrary, if a Change in Control (as defined under the Plan and referenced in Section 5) is consummated and, concurrently with such consummation, Employee's employment is terminated under circumstances giving rise to Employee's entitlement to the health care continuation payments under this Section 8.2.2, then, in lieu of paying the COBRA Premiums directly to the applicable carrier over the COBRA Premium Period, or paying any Special Cash Payment in installments, as applicable, the Company shall pay Employee a single lump sum cash payment equal to the aggregate COBRA Premiums (or Special Cash Payment amount, as applicable) that would otherwise be payable for the entire COBRA Premium Period. Subject to Section 10, such lump sum payment shall be made on the Company's first regular payroll date following the Release Effective Date, concurrently with the lump sum payment of the Severance Payments under Section 8.2.1(a). Once payable, the amount of such lump sum payment shall be fixed and shall not be reduced, terminated, forfeited, recouped or required to be repaid as a result of Employee subsequently becoming eligible for or obtaining group health insurance coverage through a new employer or otherwise ceasing to be eligible for COBRA continuation coverage during the COBRA Premium Period."

3. No Other Changes.

Except as expressly amended by this Amendment, the Agreement remains unmodified and in full force and effect. Without limiting the foregoing, this Amendment does not alter the amount or calculation of the Severance Payments or the health care continuation payments, the eligibility conditions for the Severance Benefits under Section 8.2, the Release Requirement under Section 9, or the equity acceleration provisions of Section 5.

4. Section 409A.

This Amendment is intended to comply with, or be exempt from, Section 409A of the Internal Revenue Code of 1986, as amended ("**Section 409A**"), and shall be interpreted and administered consistently with that intent, including the provisions of Section 10 of the Agreement, which remain in full force and effect and apply equally to payments made under this Amendment.

5. Conflicts.

In the event of any conflict between the terms of this Amendment and the terms of the Agreement, the terms of this Amendment shall control with respect to the subject matter addressed herein.

6. Governing Law; Counterparts.

This Amendment shall be governed by the laws of the State of California, consistent with Section 13.9 of the Agreement, and may be executed in counterparts, consistent with Section 13.5 of the Agreement.

IN WITNESS WHEREOF, the Parties have executed this Amendment as of the Amendment Effective Date.

AETHLON MEDICAL, INC.

By: /s/ James B. Frakes________________________________
Name: James B. Frakes
Title: Chief Executive Officer and Chief Financial Officer

EMPLOYEE

/s/ Steven La Rosa____________________________________
Steven P. LaRosa, MD