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**UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION**  
WASHINGTON, D.C. 20549

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**FORM 8-K**

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

Date of Report (Date of earliest event reported): **June 7, 2017**

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**ARALEZ PHARMACEUTICALS INC.**

(Exact name of registrant as specified in its charter)

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**British Columbia, Canada**  
(State or other jurisdiction of  
incorporation)

**001-37691**  
(Commission File Number)

**98-1283375**  
(IRS Employer Identification No.)

**7100 West Credit Avenue, Suite 101, Mississauga, Ontario, Canada**  
(Address of principal executive offices)

**L5N 0E4**  
(Zip Code)

Registrant's telephone number, including area code: **(905) 876-1118**

**Not Applicable**  
(Former name or former address, if changed since last report.)

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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))

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.

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

On June 6, 2017, Aralez Pharmaceuticals Inc. (the “Company”) received a written letter of resignation (the “Resignation Letter”) from Jason M. Aryeh stating that he resigned, effective June 7, 2017, from his position on the Board of Directors (the “Board”) of the Company. Mr. Aryeh did not resign from the Board as a result of any current dispute or disagreement with the Company. Mr. Aryeh was a valued member of the Board during the period he served as a director.

A copy of the Resignation Letter is filed as Exhibit 17.1 to this Current Report on Form 8-K, and is incorporated by reference herein.

In connection with Mr. Aryeh’s resignation from the Board, the Compensation Committee of the Board agreed to extend the expiration date and vesting of Mr. Aryeh’s options to purchase shares of the Company’s common stock and Restricted Stock Units of the Company, in each case, until June 7, 2018.

**Item 9.01. Financial Statements and Exhibits**

**(d) List of Exhibits**

<b>EXHIBIT NO.</b>	<b>DESCRIPTION</b>
10.1	Amendment to Nonqualified Stock Option Award Agreements, dated June 7, 2017
10.2	Amendment to Restricted Stock Unit Award Agreement, dated June 7, 2017
17.1	Resignation Letter from Jason M. Aryeh, dated June 6, 2017

**SIGNATURE**

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: June 7, 2017

**ARALEZ PHARMACEUTICALS INC.**

By: /s/ Eric L. Trachtenberg  
Eric L. Trachtenberg  
General Counsel, Chief Compliance Officer and Corporate Secretary

EXHIBIT INDEX

<b>EXHIBIT NO.</b>	<b>DESCRIPTION</b>
10.1	Amendment to Nonqualified Stock Option Award Agreements, dated June 7, 2017
10.2	Amendment to Restricted Stock Unit Award Agreement, dated June 7, 2017
17.1	Resignation Letter from Jason Aryeh, dated June 6, 2017

**ARALEZ PHARMACEUTICALS INC.  
AMENDMENT TO  
NONQUALIFIED STOCK OPTION AWARD AGREEMENTS**

This Amendment (this “**Amendment**”) to (i) the Nonqualified Stock Option Award Agreement, dated as of June 16, 2016 (the “**2016 Agreement**”) and (ii) the Nonqualified Stock Option Award Agreement, dated as of May 11, 2017 (the “**2017 Agreement**” and together with the 2016 Agreement, the “**Agreements**”), by and between Aralez Pharmaceuticals Inc. Inc. (the “**Company**”) and Jason Aryeh (the “**Participant**”), is dated as of June 7, 2017.

**WHEREAS**, the Company and the Participant are parties to the Letter Agreement and the Company’s compensation committee approved the amendments set forth herein on June 6, 2017; and

**WHEREAS**, the Company and the Participant now desire to amend the Agreements in order to amend expiration dates and vesting dates applicable to certain Options granted pursuant to the Agreements.

**NOW, THEREFORE**, in consideration of the covenants and agreements herein contained, the parties hereto hereby agree as follows:

1. **Capitalized Terms.** Capitalized terms that are not defined in this Amendment shall have the meanings ascribed thereto in the Agreements.
  2. **Amendments to the Agreements.** Each Agreement is hereby amended as follows:
    - a. The first sentence of Section 2 of each Agreement is hereby amended and restated as follows:

“The Option shall become vested and exercisable, according to the vesting schedule set forth on the Summary of Grant.”
    - b. Section 3(b)(i) of each Agreement is hereby amended to replace the reference to “ninety (90) day” with “one (1) year”.
  3. **Ratification and Confirmation.** Except as specifically amended hereby, each Agreement is hereby ratified and confirmed in all respects and remains in full force and effect, it being the intention of the parties hereto that this Amendment and together with each Agreement be read, construed and interpreted as one and the same instrument. In the event of any conflict between the terms of this Amendment and the terms of each Agreement, the terms of this Amendment shall control.
  4. **Affirmations of the Participant.** By the Participant’s signature below, the Participant represents to and agrees with the Company that the Participant hereby accepts this Amendment subject to all of the terms and provisions hereof. The Participant has reviewed this
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Amendment in its entirety, has had an opportunity to obtain the advice of counsel prior to executing this Amendment and fully understands all of the provisions of this Amendment.

5. **Confidentiality.** The Participant hereby agrees to maintain the confidentiality of the Company's confidential information and not to disparage the Company.

6. **Governing Law.** This Amendment shall be governed by and construed in accordance with the laws of the State of New Jersey, without reference to principles of conflict of laws.

7. **Headings.** Section headings are for convenience only and shall not be considered a part of this Amendment.

8. **Counterparts.** This Amendment may be executed in counterparts, each of which shall constitute an original, but all of which when taken together shall constitute a single contract.

[Signature Page Follows]

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IN WITNESS WHEREOF, the parties have executed this Amendment on June 7, 2017.

**ARALEZ PHARMACEUTICALS INC.**

By: /s/ Adrian Adams  
Name: Adrian Adams  
Title: CEO

/s/ Jason M. Aryeh  
Jason M. Aryeh

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**ARALEZ PHARMACEUTICALS INC.  
AMENDMENT TO  
RESTRICTED STOCK UNIT AWARD AGREEMENT**

This Amendment (this “**Amendment**”) to the Restricted Stock Unit Award Agreement, dated as of May 11, 2017 (the “**Agreement**”), by and between Aralez Pharmaceuticals Inc. Inc. (the “**Company**”) and Jason Aryeh (the “**Participant**”), is dated as of June 7, 2017.

**WHEREAS**, the Company and the Participant are parties to the Letter Agreement and the Company’s compensation committee approved the amendments set forth herein on June 6, 2017; and

**WHEREAS**, the Company and the Participant now desire to amend the Agreement in order to amend expiration dates and vesting dates applicable to certain Awards granted pursuant to the Agreement.

**NOW, THEREFORE**, in consideration of the covenants and agreements herein contained, the parties hereto hereby agree as follows:

1. **Capitalized Terms.** Capitalized terms that are not defined in this Amendment shall have the meanings ascribed thereto in the Agreement.
2. **Amendment to the Agreement.** Section 2(a) of each Agreement is hereby amended and restated as follows:

“The Restricted Stock Units shall vest according to the vesting schedule set forth on the Summary of Grant (each applicable vesting date, a “Vesting Date”).”

3. **Ratification and Confirmation.** Except as specifically amended hereby, the Agreement is hereby ratified and confirmed in all respects and remains in full force and effect, it being the intention of the parties hereto that this Amendment and the Agreement be read, construed and interpreted as one and the same instrument. 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.

4. **Affirmations of the Participant.** By the Participant’s signature below, the Participant represents to and agrees with the Company that the Participant hereby accepts this Amendment subject to all of the terms and provisions hereof. The Participant has reviewed this Amendment in its entirety, has had an opportunity to obtain the advice of counsel prior to executing this Amendment and fully understands all of the provisions of this Amendment.

5. **Confidentiality.** The Participant hereby agrees to maintain the confidentiality of the Company’s confidential information and not to disparage the Company.

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6. **Governing Law.** This Amendment shall be governed by and construed in accordance with the laws of the State of New Jersey, without reference to principles of conflict of laws.
7. **Headings.** Section headings are for convenience only and shall not be considered a part of this Amendment.
8. **Counterparts.** This Amendment may be executed in counterparts, each of which shall constitute an original, but all of which when taken together shall constitute a single contract.

[Signature Page Follows]

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IN WITNESS WHEREOF, the parties have executed this Amendment to the Agreement on June 7, 2017.

**ARALEZ PHARMACEUTICALS INC.**

By: /s/ Adrian Adams  
Name: Adrian Adams  
Title: CEO

/s/ Jason M. Aryeh  
Jason M. Aryeh

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June 6, 2017

Board of Directors  
Aralez Pharmaceuticals Inc.  
7100 West Credit Avenue, Suite 101  
Mississauga, Ontario, Canada

I have regrettably decided to resign from the Board of Aralez Pharmaceuticals, effective June 7, 2017. I am not resigning as a result of any current dispute or disagreement with the Company.

While I have profound respect for the executive management team and for many Aralez Directors, there have been issues on which my board colleagues and I have not seen eye to eye. However, I believe that Aralez's management team and Directors are people of integrity and are focused on doing what they sincerely believe is in the best interest of their fiduciaries.

It is critically important that companies like Aralez succeed for the benefit of the patients they honorably serve and for the shareholders who enable their critical medicines to be developed and provided to patients in need.

I wish the company and its shareholders great success.

My Regards,

/s/ Jason Aryeh

Jason Aryeh

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