

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): **August 30, 2023**

**ARCH THERAPEUTICS, INC.**

(Exact name of registrant as specified in its charter)

**Nevada**  
(State or other jurisdiction  
of incorporation)

**000-54986**  
(Commission  
File Number)

**46-0524102**  
(I.R.S. Employer  
Identification No.)

**235 Walnut Street, Suite 6**  
**Framingham, Massachusetts**  
(Address of principal executive offices)

**01702**  
(Zip Code)

Registrant's telephone number, including area code: **(617) 431-2313**

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 pursuant to Section 12(b) of the Act:

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
N/A	N/A	N/A

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 1.01. Entry into a Material Definitive Agreement.**

*Note Modification Agreements*

On August 30, 2023, Arch Therapeutics, Inc. (the “Company”) entered into an amendment (“Amendment No. 10 to the First Notes”) with the holders of the Company’s outstanding Senior Secured Convertible Promissory Notes, as amended on February 14, 2023, and as subsequently amended on March 10, 2023, March 15, 2023, April 15, 2023, May 15, 2023, June 15, 2023, July 1, 2023, July 7, 2023, and July 31, 2023 (as amended, the “First Notes”), issued in connection with a private placement financing the Company completed on July 6, 2022 (the “First Closing”). On August 31, 2023, the Company also entered into an amendment (“Amendment No. 10 to the Second Notes”) with the holders of the Company’s outstanding Unsecured Convertible Promissory Notes, as amended on February 14, 2023, and as subsequently amended on March 10, 2023, March 15, 2023, April 15, 2023, May 15, 2023, June 15, 2023, July 1, 2023, July 7, 2023, and July 31, 2023 (as amended, the “Second Notes”), issued in connection with a private placement financing the Company completed on January 18, 2023 (the “Second Closing”). On August 31, 2023, the Company also entered into an amendment (“Amendment No. 5 to the Third Notes” and, together with Amendment No. 10 to the First Notes and Amendment No. 10 to the Second Notes, the “Amendments to the 2022 Notes”) with the holders of the Company’s outstanding Unsecured Convertible Promissory Notes, as amended on June 15, 2023, and as subsequently amended on July 1, 2023, July 7, 2023, and July 31, 2023 (as amended, the “Third Notes” and, together with the First Notes and Second Notes, the “2022 Notes”), issued in connection with a private placement financing the Company completed on May 15, 2023 (the “Third Closing”).

Under the Amendments to the 2022 Notes, the 2022 Notes were amended to extend the date of the completion of an uplist to any of the Nasdaq Global Market, Nasdaq Capital Market, New York Stock Exchange or NYSE American (such transaction, an “Uplist Transaction”) from August 31, 2023, to September 30, 2023.

As a result of the entry into the Amendments to the 2022 Notes, and pursuant to the terms of the Company’s outstanding Series 3B Convertible Promissory Notes (the “Series 3B Notes”), the Series 3B Notes were automatically amended to extend the date of completion of an Uplist Transaction from August 31, 2023, to September 30, 2023. Also, as a result of the entry into the Amendments to the 2022 Notes, and pursuant to the terms of the Company’s outstanding Series 1 Unsecured Convertible Promissory Notes and Series 2 Unsecured Convertible Promissory Notes, each as amended on March 10, 2023, the Series Note Amendments Termination Date set forth under Amendment No. 1 to the Series 1 Unsecured Convertible Promissory Notes and Amendment No. 1 to the Series 2 Unsecured Convertible Promissory Notes was automatically amended to extend from August 31, 2023, to September 30, 2023.

The foregoing descriptions of Amendment No. 10 to the First Notes, Amendment No. 10 to the Second Notes, and Amendment No. 5 to the Third Notes do not purport to be complete and are qualified in their entirety by the full text of the Form of Amendment No. 10 to the First Notes, the Form of Amendment No. 10 to the Second Notes, and the Form of Amendment No. 5 to the Third Notes which are attached to this Current Report on Form 8-K as Exhibits 10.1, 10.2, and 10.3, respectively, and are incorporated herein by reference.

*Second Amended and Restated Registration Rights Agreement Amendment*

Additionally, on August 30, 2023, the Company entered into an amendment (“Amendment No. 1 to the Second A&R Registration Rights Agreement”) to that certain Second Amended and Restated Registration Rights Agreement, dated as of May 15, 2023, with effect as of June 17, 2023, by and among the Company and certain institutional and accredited individual investors (the “Second A&R Registration Rights Agreement”). Under Amendment No. 1 to the Second A&R Registration Rights Agreement, the Second A&R Registration Rights Agreement was amended to extend the filing deadline by which the Company is obligated to file with the Securities and Exchange Commission (the “SEC”) a registration statement under the Securities Act of 1933, as amended, registering certain securities issued in the Second Closing and Third Closing to the date that is 45 days following the Uplist Transaction.

The foregoing description of Amendment No. 1 to the Second A&R Registration Rights Agreement does not purport to be complete and is qualified in its entirety by the full text of the Form of Amendment No. 1 to the A&R Registration Rights Agreement which is attached to this Current Report on Form 8-K as Exhibit 10.4 and is incorporated herein by reference.

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### *Securities Purchase Agreement Amendment*

As previously disclosed in the Current Report on Form 8-K filed by the Company with the SEC on July 13, 2023, the Company entered into a Securities Purchase Agreement, dated July 7, 2023 (the “SPA”), with certain institutional and accredited individual investors for the issuance and sale by the Company to the investors of pre-funded warrants to purchase shares of common stock, par value \$0.001 per share (the “Common Stock”), common warrants to purchase shares of Common Stock and shares of Common Stock in a private placement offering (the “Bridge Offering”). The first closing of the Bridge Offering occurred on July 7, 2023 (the “Initial Closing Date”).

On August 30, 2023, the Company entered into an amendment (“Amendment No. 1 to the SPA”), with certain institutional and accredited individual investors that participated in the first closing of the Bridge Offering to extend the date by which additional closings under the SPA are permitted from 30 days after the Initial Closing Date to 90 days after the Initial Closing Date.

The foregoing description of Amendment No. 1 to the SPA does not purport to be complete and is qualified in its entirety by the full text of the Form of Amendment No. 1 to the SPA which is attached to this Current Report on Form 8-K as Exhibit 10.5 and is incorporated herein by reference.

### *Bridge Offering Registration Rights Agreement Amendment*

Additionally, on August 30, 2023, the Company entered into an amendment (“Amendment No. 1 to the Registration Rights Agreement”) to that certain Registration Rights Agreement, dated as of July 7, 2023, by and among the Company and certain institutional and accredited individual investors (the “Registration Rights Agreement”). Under Amendment No. 1 to the Registration Rights Agreement, the Registration Rights Agreement was amended to extend the filing deadline by which the Company is obligated to file with the SEC a registration statement under the Securities Act of 1933, as amended, registering certain securities issued in the Bridge Offering, to the earlier of (i) the date that is 30 days following the Uplist Transaction and (ii) October 31, 2023.

The foregoing description of Amendment No. 1 to the Registration Rights Agreement does not purport to be complete and is qualified in its entirety by the full text of the Form of Amendment No. 1 to the Registration Rights Agreement which is attached to this Current Report on Form 8-K as Exhibit 10.6 and is incorporated herein by reference.

### **Item 9.01. Financial Statements and Exhibits.**

(d) The following exhibits are being filed herewith:

<b><u>Exhibit</u></b>	<b><u>Description</u></b>
10.1	<a href="#"><u>Form of Amendment No. 10 to the First Notes, dated August 30, 2023.</u></a>
10.2	<a href="#"><u>Form of Amendment No. 10 to the Second Notes, dated August 30, 2023.</u></a>
10.3	<a href="#"><u>Form of Amendment No. 5 to the Third Notes, dated August 30, 2023.</u></a>
10.4	<a href="#"><u>Form of Amendment No. 1 to the Second A&amp;R Registration Rights Agreement.</u></a>
10.5	<a href="#"><u>Form of Amendment No. 1 to the SPA.</u></a>
10.6	<a href="#"><u>Form of Amendment No. 1 to the Registration Rights Agreement.</u></a>
104	Cover Page Interactive Data File (embedded within the Inline XBRL document).

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**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.

Dated: September 6, 2023

**ARCH THERAPEUTICS, INC.**

By: /s/ Terrence W. Norchi, M.D.

Name: Terrence W. Norchi, M.D.

Title: President, Chief Executive Officer

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**AMENDMENT NO. 10  
TO  
SENIOR SECURED CONVERTIBLE PROMISSORY NOTE**

This Amendment No. 10 (this "Amendment") to those certain Senior Secured Convertible Promissory Notes, as amended on February 14, 2023, and as subsequently amended on March 10, 2023, March 15, 2023, April 15, 2023, May 15, 2023, June 15, 2023, July 1, 2023, July 7, 2023, and July 31, 2023 (as amended, the "First Notes"), issued by Arch Therapeutics, Inc., a Nevada corporation (the "Company"), to each Holder pursuant to that certain Securities Purchase Agreement, dated July 6, 2022, by and among the Company and the signatories thereto (the "Holders"), as amended on January 18, 2023 and as subsequently amended on May 15, 2023 (as amended, the "Securities Purchase Agreement") is made and entered into effective August 30, 2023 by and among the Company and the Consenting Stockholders (as defined below). Capitalized terms used herein but not otherwise defined shall have the meanings ascribed to them in the Securities Purchase Agreement.

**WITNESSETH:**

**WHEREAS**, the Company and the Consenting Stockholders desire to amend the First Notes to extend the date for completion of the Uplist;

**WHEREAS**, pursuant to Section 4.3 of the First Notes and Section 7(e) of the Securities Purchase Agreement, the First Notes may be amended in a written instrument signed by the Company, the Lead Investor, and Holders which purchased at least 50% plus \$1.00 of the Notes based on the initial Principal Amounts thereunder (the Lead Investor and such Holders, collectively the "Consenting Stockholders"); and

**WHEREAS**, the undersigned Holders constitute the Consenting Stockholders.

**NOW, THEREFORE**, in exchange for good and valuable consideration including, without limitation, the mutual covenants contained herein, the sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, the parties hereby agree as follows:

**1. Amendment to the First Notes.**

**1.1** The First Notes are hereby amended by deleting the words "by August 31, 2023" in Section 3.23 of the First Notes and replacing such words with the following sentence in substitution therefor:

"by September 30, 2023"

**2. Miscellaneous**

**2.1** The "First Note Amendment Termination Date" is hereby extended to September 30, 2023.

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**2.2** Except as expressly amended by this Amendment, the terms and provisions of the First Notes shall continue in full force and effect. No reference to this Amendment need be made in any instrument or document making reference to the First Notes; any reference to the First Notes in any such instrument or document shall be deemed a reference to the First Notes as amended hereby. The First Notes as amended hereby shall be binding upon the parties thereto and their respective assigns and successors.

**2.3** This Amendment shall be governed by and construed in accordance with the laws of the State of Nevada as such laws are applied to agreements between parties in Nevada.

**2.4** This Amendment may be executed in separate counterparts, each such counterpart being deemed to be an original instrument, and all such counterparts shall together constitute the same agreement.

*[Signature Pages Follow]*

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

**ARCH THERAPEUTICS, INC.**

By: \_\_\_\_\_  
Name: Michael S. Abrams  
Title: Chief Financial Officer

*Signature Page to Amendment No. 10 to First Notes*

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

[            ]

By: \_\_\_\_\_  
Name:  
Title:

*Signature Page to Amendment No. 10 to First Notes*



**AMENDMENT NO. 10  
TO  
UNSECURED CONVERTIBLE PROMISSORY NOTE**

This Amendment No. 10 (this "Amendment") to those certain Unsecured Convertible Promissory Notes, as amended on February 14, 2023, and as subsequently amended on March 10, 2023, March 15, 2023, April 15, 2023, May 15, 2023, June 15, 2023, July 1, 2023, July 7, 2023, and July 31, 2023 (as amended, the "Second Notes"), issued by Arch Therapeutics, Inc., a Nevada corporation (the "Company"), to certain Holders pursuant to that certain Securities Purchase Agreement, dated July 6, 2022, by and among the Company and the signatories thereto (the "Holders"), as amended on January 18, 2023 and as subsequently amended on May 15, 2023 (as amended, the "Securities Purchase Agreement") is made and entered into effective August 30, 2023 by and among the Company and the Consenting Stockholders (as defined below). Capitalized terms used herein but not otherwise defined shall have the meanings ascribed to them in the Securities Purchase Agreement.

**WITNESSETH:**

**WHEREAS**, the Company and the Consenting Stockholders desire to amend the Second Notes to extend the date for completion of the Uplist;

**WHEREAS**, pursuant to Section 4.3 of the Second Notes and Section 7(e) of the Securities Purchase Agreement, the Second Notes may be amended in a written instrument signed by the Company, the Lead Investor, and Holders which purchased at least 50% plus \$1.00 of the Notes based on the initial Principal Amounts thereunder (the Lead Investor and such Holders, collectively the "Consenting Stockholders"); and

**WHEREAS**, the undersigned Holders constitute the Consenting Stockholders.

**NOW, THEREFORE**, in exchange for good and valuable consideration including, without limitation, the mutual covenants contained herein, the sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, the parties hereby agree as follows:

**1. Amendment to the Second Notes.**

**1.1** The Second Notes are hereby amended by deleting the words "by August 31, 2023" in Section 3.23 of the Second Notes and replacing such words with the following in substitution therefor:

"by September 30, 2023"

**2. Miscellaneous**

**2.1** The "Second Note Amendment Termination Date" is hereby extended to September 30, 2023.

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**2.2** Except as expressly amended by this Amendment, the terms and provisions of the Second Notes shall continue in full force and effect. No reference to this Amendment need be made in any instrument or document making reference to the Second Notes; any reference to the Second Notes in any such instrument or document shall be deemed a reference to the Second Notes as amended hereby. The Second Notes as amended hereby shall be binding upon the parties thereto and their respective assigns and successors.

**2.3** This Amendment shall be governed by and construed in accordance with the laws of the State of Nevada as such laws are applied to agreements between parties in Nevada.

**2.4** This Amendment may be executed in separate counterparts, each such counterpart being deemed to be an original instrument, and all such counterparts shall together constitute the same agreement.

*[Signature Pages Follow]*

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

**ARCH THERAPEUTICS, INC.**

By: \_\_\_\_\_  
Name: Michael S. Abrams  
Title: Chief Financial Officer

*Signature Page to Amendment No. 10 to Second Notes*

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**AMENDMENT NO. 5  
TO  
UNSECURED CONVERTIBLE PROMISSORY NOTE**

This Amendment No. 5 (this "Amendment") to those certain Unsecured Convertible Promissory Notes, as amended on June 15, 2023, and as subsequently amended on July 1, 2023, July 7, 2023, and July 31, 2023 (as amended, the "Third Notes"), issued by Arch Therapeutics, Inc., a Nevada corporation (the "Company"), to each Holder pursuant to that certain Securities Purchase Agreement, dated July 6, 2022, by and among the Company and the signatories thereto (the "Holders"), as amended on January 18, 2023 and as subsequently amended on May 15, 2023 (as amended, the "Securities Purchase Agreement") is made and entered into effective August 30, 2023 by and among the Company and the Consenting Stockholders (as defined below). Capitalized terms used herein but not otherwise defined shall have the meanings ascribed to them in the Securities Purchase Agreement.

**WITNESSETH:**

**WHEREAS**, the Company and the Consenting Stockholders desire to amend the Third Notes to extend the date for completion of the Uplist;

**WHEREAS**, pursuant to Section 4.3 of the Third Notes and Section 7(e) of the Securities Purchase Agreement, the Third Notes may be amended in a written instrument signed by the Company, the Lead Investor, and Holders which purchased at least 50% plus \$1.00 of the Notes based on the initial Principal Amounts thereunder (the Lead Investor and such Holders, collectively the "Consenting Stockholders"); and

**WHEREAS**, the undersigned Holders constitute the Consenting Stockholders.

**NOW, THEREFORE**, in exchange for good and valuable consideration including, without limitation, the mutual covenants contained herein, the sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, the parties hereby agree as follows:

**1. Amendment to the Third Notes.**

**1.1** The Third Notes are hereby amended by deleting the words "by August 31, 2023" in Section 3.23 of the Third Notes and replacing such words with the following sentence in substitution therefor:

"by September 30, 2023"

**2. Miscellaneous**

**2.1** The "Third Note Amendment Termination Date" is hereby extended to September 30, 2023.

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**2.2** Except as expressly amended by this Amendment, the terms and provisions of the Third Notes shall continue in full force and effect. No reference to this Amendment need be made in any instrument or document making reference to the Third Notes; any reference to the Third Notes in any such instrument or document shall be deemed a reference to the Third Notes as amended hereby. The Third Notes as amended hereby shall be binding upon the parties thereto and their respective assigns and successors.

**2.3** This Amendment shall be governed by and construed in accordance with the laws of the State of Nevada as such laws are applied to agreements between parties in Nevada.

**2.4** This Amendment may be executed in separate counterparts, each such counterpart being deemed to be an original instrument, and all such counterparts shall together constitute the same agreement.

*[Signature Pages Follow]*

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

**ARCH THERAPEUTICS, INC.**

By: \_\_\_\_\_  
Name: Michael S. Abrams  
Title: Chief Financial Officer

*Signature Page to Amendment No. 5 to Third Notes*

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

[            ]

By: \_\_\_\_\_  
Name:  
Title:

*Signature Page to Amendment No. 5 to Third Notes*



**AMENDMENT NO. 1  
TO  
SECOND AMENDED AND RESTATED REGISTRATION RIGHTS AGREEMENT**

This Amendment No. 1 to the Second Amended and Restated Registration Rights Agreement (this “**Amendment**”) is made and entered into effective June 17, 2023 (the “**Amendment Effective Date**”) between Arch Therapeutics, Inc., a Nevada corporation (the “**Company**”), and certain holders of the Company’s securities identified on the signature pages hereto (collectively, the “**Consenting Holders**”). Capitalized terms not defined herein shall have the same meaning as set forth in the Second Amended and Restated Registration Rights Agreement.

**RECITALS:**

**WHEREAS**, the Company and the Consenting Holders identified on the signature pages thereto entered into the Second Amended and Restated Registration Rights Agreement dated as of May 15, 2023 (the “**Second A&R Registration Rights Agreement**”);

**WHEREAS**, Section 7(c) of the Second A&R Registration Rights Agreement provides that any provision of the Second A&R Registration Rights Agreement may be amended with the written consent of the Company and the Holders of 51% or more of the then outstanding Registrable Securities;

**WHEREAS**, the Company and the Consenting Holders wish to amend the Second A&R Registration Rights Agreement in order to extend the date of the Filing Deadline; and

**WHEREAS**, the Consenting Holders collectively constitute 51% or more of the outstanding Registerable Securities.

**NOW, THEREFORE**, for due and adequate consideration, the receipt and adequacy of which are hereby acknowledged, the parties agree as follows:

1. The definition of Filing Deadline in Section 1 of the Second A&R Registration Rights Agreement shall be amended and restated as follows:

“**Filing Deadline**” means: (i) with respect to the Initial Registration Statement, the date that is 45 days following the First Closing; (ii) with respect to the Second Closing Registration Statement, the date that is 45 days following the Uplist Transaction; and; (iii) with respect to the Third Closing Registration Statement, the date that is 45 days following the Uplist Transaction; and (iv) with respect to any additional Registration Statements which may be required pursuant to Section 2(c), the earliest practical date on which the Company is permitted by SEC Guidance to file such additional Registration Statement related to the Registrable Securities.”

2. Except as modified by this Amendment, all other terms and conditions in the Second A&R Registration Rights Agreement shall remain in full force and effect and this Amendment shall be governed by all provisions thereof, including Section 7(h) regarding governing law. No reference to this Amendment need be made in any instrument or document making reference to the Second A&R Registration Rights Agreement; any reference to the Second A&R Registration Rights Agreement in any such instrument or document shall be deemed a reference to the Second A&R Registration Rights Agreement as amended hereby. The Second A&R Registration Rights Agreement as amended hereby shall be binding upon the parties thereto and their respective assigns and successors.

3. This Amendment may be executed in separate counterparts, each such counterpart being deemed to be an original instrument, and all such counterparts shall together constitute the same agreement.

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**IN WITNESS WHEREOF**, the parties hereto have caused this Amendment to be duly executed by their respective authorized signatories as of the date first indicated above.

**ARCH THERAPEUTICS, INC.**

By: \_\_\_\_\_  
Name: Michael S. Abrams  
Title: Chief Financial Officer

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SIGNATURE PAGE FOR CONSENTING HOLDERS FOLLOWS]

[CONSENTING HOLDERS SIGNATURE PAGES TO AMENDMENT]

IN WITNESS WHEREOF, the undersigned have caused this Amendment to be duly executed by their respective authorized signatories as of the date first indicated above.

Name of Buyer: \_\_\_\_\_

*Signature of Authorized Signatory of Buyer:* \_\_\_\_\_

Name of Authorized Signatory: \_\_\_\_\_

Title of Authorized Signatory: \_\_\_\_\_

**AMENDMENT NO. 1  
TO  
SECURITIES PURCHASE AGREEMENT**

This Amendment No. 1 to the Securities Purchase Agreement (this “**Amendment**”) is made and entered into effective August 30, 2023 (the “**Amendment Effective Date**”) between Arch Therapeutics, Inc., a Nevada corporation (the “**Company**”), and the Consenting Stockholders (as defined below). Capitalized terms not defined herein shall have the same meaning as set forth in the Securities Purchase Agreement (as defined below).

**RECITALS:**

**WHEREAS**, the Company and each buyer identified on the signature pages thereto (each, including its successors and assigns, a “**Buyer**” and collectively, the “**Buyers**”) entered into the Securities Purchase Agreement dated as of July 7, 2023 (the “**Securities Purchase Agreement**”), pursuant to which, upon the terms and subject to the conditions contained therein, the Company agreed to issue and sell, and each Buyer, severally and not jointly, agreed to purchase from the Company shares of Common Stock and the Warrants;

**WHEREAS**, pursuant to Section 7(e), the Securities Purchase Agreement may be amended in a written instrument signed by the Company, the Lead Investor, and Buyers which purchased at least 50% plus \$1.00 of the Securities based on the Purchase Price paid thereunder (the Lead Investor and such Buyers, collectively the “**Consenting Stockholders**”); and

**WHEREAS**, the Company and the Consenting Stockholders desire to extend the date through which additional closings under the Securities Purchase Agreement are permitted from 30 days after the initial Closing Date to 60 days after the initial Closing Date.

**NOW, THEREFORE**, for due and adequate consideration, the receipt and adequacy of which are hereby acknowledged, the parties agree as follows:

1. Section 1(d) of the Securities Purchase Agreement shall be amended and restated as follows:

“**Additional Closings**. Until the date that is 90 days after the initial Closing Date, additional parties (“**Additional Buyers**”) may sign a signature page to this Agreement and thereby agree, severally and not jointly, to purchase Shares, Pre-Funded Warrants and/or Common Warrants as set forth on such Additional Buyers’ respective signature pages, and the Company may sell and issue such Securities to such Additional Buyers, all upon the same terms and conditions as the other Buyers hereunder, including the provisions set forth in Sections 1(a)-(c); such Additional Buyers shall be considered “**Buyers**” hereunder for all purposes beginning at the time each such Additional Buyer completes the purchase of Shares, Pre-Funded Warrants and/or Common Warrants (each such time, an “**Additional Closing**”); and the conditions set forth in Sections 2(b), 3, 5 and 6 shall apply to each Additional Closing as if the references to “**Closing**” or “**Closing Date**” in such sections refer to such Additional Closing, as applicable.”

2. Except as modified by this Amendment, all other terms and conditions in the Securities Purchase Agreement shall remain in full force and effect and this Amendment shall be governed by all provisions thereof, including Section 7(a) regarding governing law. This Amendment may be executed in separate counterparts, all of which taken together shall constitute a single instrument.

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**IN WITNESS WHEREOF**, the parties hereto have caused this Amendment to be duly executed by their respective authorized signatories as of the date first indicated above.

**ARCH THERAPEUTICS, INC.**

By: \_\_\_\_\_  
Name:  
Title:

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SIGNATURE PAGE FOR BUYER FOLLOWS]

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[BUYER SIGNATURE PAGES TO AMENDMENT]

IN WITNESS WHEREOF, the undersigned have caused this Amendment to be duly executed by their respective authorized signatories as of the date first indicated above.

Name of Buyer: \_\_\_\_\_

*Signature of Authorized Signatory of Buyer:* \_\_\_\_\_

Name of Authorized Signatory: \_\_\_\_\_

Title of Authorized Signatory: \_\_\_\_\_

**AMENDMENT NO. 1  
TO  
REGISTRATION RIGHTS AGREEMENT**

This Amendment No. 1 to the Registration Rights Agreement (this “**Amendment**”) is made and entered into effective August 30, 2023 (the “**Amendment Effective Date**”) between Arch Therapeutics, Inc., a Nevada corporation (the “**Company**”), and certain holders of the Company’s securities identified on the signature pages hereto (collectively, the “**Consenting Holders**”). Capitalized terms not defined herein shall have the same meaning as set forth in the Registration Rights Agreement.

**RECITALS:**

**WHEREAS**, the Company and the Consenting Holders identified on the signature pages thereto entered into the Registration Rights Agreement dated as of July 7, 2023 (the “**Registration Rights Agreement**”);

**WHEREAS**, Section 7(c) of the Registration Rights Agreement provides that any provision of the Registration Rights Agreement may be amended with the written consent of the Company and the Holders of 51% or more of the then outstanding Registrable Securities;

**WHEREAS**, the Company and the Consenting Holders wish to amend the Registration Rights Agreement in order to extend the date of the Filing Deadline; and

**WHEREAS**, the Consenting Holders collectively constitute 51% or more of the outstanding Registrable Securities.

**NOW, THEREFORE**, for due and adequate consideration, the receipt and adequacy of which are hereby acknowledged, the parties agree as follows:

1. The definition of Filing Deadline in Section 1 of the Registration Rights Agreement shall be amended and restated as follows:

“**Filing Deadline**” means: (i) with respect to the Initial Registration Statement, the earlier of (A) the date that is 30 days following the closing date of the Uplist, and (B) October 31, 2023, and (ii) with respect to any additional Registration Statements which may be required pursuant to Section 2(c), the earliest practical date on which the Company is permitted by SEC Guidance to file such additional Registration Statement related to the Registrable Securities.”

2. Except as modified by this Amendment, all other terms and conditions in the Registration Rights Agreement shall remain in full force and effect and this Amendment shall be governed by all provisions thereof, including Section 7(h) regarding governing law. No reference to this Amendment need be made in any instrument or document making reference to the Registration Rights Agreement; any reference to the Registration Rights Agreement in any such instrument or document shall be deemed a reference to the Registration Rights Agreement as amended hereby. The Registration Rights Agreement as amended hereby shall be binding upon the parties thereto and their respective assigns and successors.

3. This Amendment may be executed in separate counterparts, each such counterpart being deemed to be an original instrument, and all such counterparts shall together constitute the same agreement.

*[Remainder of Page Intentionally Left Blank]*

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**IN WITNESS WHEREOF**, the parties hereto have caused this Amendment to be duly executed by their respective authorized signatories as of the date first indicated above.

**ARCH THERAPEUTICS, INC.**

By: \_\_\_\_\_  
Name: Michael S. Abrams  
Title: Chief Financial Officer

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SIGNATURE PAGE FOR CONSENTING HOLDERS FOLLOWS]

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[CONSENTING HOLDERS SIGNATURE PAGES TO AMENDMENT]

IN WITNESS WHEREOF, the undersigned have caused this Amendment to be duly executed by their respective authorized signatories as of the date first indicated above.

Name of Buyer: \_\_\_\_\_

*Signature of Authorized Signatory of Buyer:* \_\_\_\_\_

Name of Authorized Signatory: \_\_\_\_\_

Title of Authorized Signatory: \_\_\_\_\_