

**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): December 1, 2022**

**AMYLYX PHARMACEUTICALS, INC.**

(Exact name of registrant as specified in its charter)

**Delaware**  
(State or Other Jurisdiction  
of Incorporation)

**001-41199**  
(Commission  
File Number)

**46-4600503**  
(IRS Employer  
Identification No.)

**43 Thorndike, St.,  
Cambridge, MA**  
(Address of Principal Executive Offices)

**02141**  
(Zip Code)

**Registrant's telephone number, including area code: (617) 682-0917**

**Not Applicable**

(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, \$0.0001 par value per share	AMLX	Nasdaq Global Select 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 1.01 Entry into a Material Definitive Agreement.**

Effective December 1, 2022 (the “Effective Date”), Amylyx Pharmaceuticals, Inc. (the “Company”) entered into an employment agreement amendment (the “Amendment”) with Patrick Yeramian, M.D., its Global Head of Clinical R&D and Chief Medical Officer, which has been approved by the Board of Directors of the Company.

The Amendment reflects a change in Dr. Yeramian’s base salary to \$214,000 per year and also reflects that Dr. Yeramian’s working hours shall be twenty (20) hours per week. Otherwise, all other terms and conditions in the employment agreement between the Company and Dr. Yeramian, effective January 11, 2022, remains in full force and effect.

We are fortunate to have a team with deep scientific, clinical, business, and leadership experience and who will assume greater responsibilities in connection with Dr. Yeramian’s reduced schedule. We expect Dr. Yeramian will ultimately transition out of his role into retirement, although no definitive date has been set for such transition. We have engaged in a search to identify a full-time successor as part of our management succession process. Dr. Yeramian’s shift to a part-time role is not the result of any disagreement with the Company on any matter relating to its operations, policies practices or any issues relating to the Company’s accounting principles, practices, financial statements or disclosures.

The foregoing description of the Amendment are qualified in its entirety by reference to the complete text of the Amendment, a copy of which is attached as Exhibit 10.1 to this Current Report on Form 8-K.

**Item 9.01 Financial Statements and Exhibits.**

(d) Exhibits.

Exhibit No.	Description
10.1	<a href="#">Amendment to Employment Agreement, effective as of December 1, 2022, by and between the Company and Patrick Yeramian.</a>
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 thereunto duly authorized.

**AMYLYX PHARMACEUTICALS, INC.**

Date: December 6, 2022

By: /s/ James M. Frates

James M. Frates

Chief Financial Officer

## AMENDMENT TO EMPLOYMENT AGREEMENT

This Amendment to Employment Agreement (“Amendment”) is made between Amylyx Pharmaceuticals, Inc., a Delaware corporation (the “Company”) and Patrick Yeramian, M.D. (“Executive”) and is effective as of December 1, 2022 (the “Effective Date”).

WHEREAS, the Company and Executive are parties to that certain Employment Agreement, effective January 11, 2022 (the “Employment Agreement”); and

WHEREAS, the parties wish to amend the Employment Agreement to reflect that Executive will begin working twenty (20) hours per week as of the Effective Date and will receive a reduced Base Salary; and

WHEREAS, all other terms and conditions of the Employment Agreement will remain effective, and Executive will continue to perform the core duties of the job of Chief Medical Officer.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. That Section 1(b) of the Employment Agreement is hereby replaced in its entirety with the following paragraph:

(b) Position and Duties. The Executive shall serve as the Chief Medical Officer of the Company and shall have such powers and duties as may from time to time be prescribed by the Co-Chief Executive Officers (individually and collectively, the “CEO”) or other duly authorized executive. The Executive shall devote the Executive’s full working time and efforts to the business and affairs of the Company; provided, however, that Executive’s full working time and efforts shall be twenty (20) hours per week. Notwithstanding the foregoing, the Executive may serve on other boards of directors, with the approval of the Board of Directors of the Company (the “Board”), or engage in religious, charitable or other community activities as long as such services and activities do not interfere with the Executive’s performance of the Executive’s duties to the Company.

2. That Section 2(a) of the Employment Agreement is hereby replaced in its entirety with the following paragraph:

(a) That Executive’s base salary shall be paid at a rate of \$214,000 per year. The Executive’s base salary shall be subject to periodic review by the Board or the Compensation Committee of the Board (the “Compensation Committee”). The base salary in effect at any given time is referred to herein as “Base Salary.” The Base Salary shall be payable in a manner that is consistent with the Company’s usual payroll practices for its executive officers.

3. That all other terms and conditions in the Employment Agreement shall remain in full force and effect according to their respective terms, and nothing contained herein shall be deemed a waiver of any right or abrogation of any obligations existing under the Employment Agreement except to the extent specifically provided for herein.
4. Notwithstanding the place where this Amendment may be executed by any of the parties hereto, the parties expressly agree that all of the terms and provisions hereof shall be construed in accordance with and governed by the laws of the Commonwealth of Massachusetts, without giving effect to the principles of choice or conflicts of laws thereof.
5. This Amendment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Signatures on this Amendment may be conveyed by facsimile or other electronic transmission and shall be binding upon the parties so transmitting their signatures. Counterparts with original signatures shall be provided to the other parties following the applicable facsimile or other electronic transmission; provided, that failure to provide the original counterpart shall have no effect on the validity or the binding nature of this Amendment.

IN WITNESS WHEREOF, the parties have executed this Amendment effective on the Effective

Date.

AMYLYX PHARMACEUTICALS, INC.

/s/ Joshua Cohen

By: Joshua Cohen

Date: Dec 2, 2022

EXECUTIVE

/s/ Patrick Yeramian

Patrick Yeramian, M.D.

Date: Dec 2, 2022