

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 05, 2024

ACASTI PHARMA INC.

(Exact name of Registrant as Specified in Its Charter)

Quebec
(State or Other Jurisdiction
of Incorporation)

001-35776
(Commission File Number)

98-1359336
(IRS Employer
Identification No.)

103 Carnegie Center
Suite 300
Princeton, New Jersey
(Address of Principal Executive Offices)

08540
(Zip Code)

Registrant's Telephone Number, Including Area Code: 609 649-9272

(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 Shares, no par value per share	ACST	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 (§ 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 January 5, 2024, the Board of Directors (the “Board”) of Acasti Pharma Inc. (the “Company”) approved the appointment of Robert J. DelAversano, the Company's Vice President, Finance, to the roles of principal financial officer and principal accounting officer of the Company, effective immediately. Concurrently with such appointment, the Board removed Brian Ford from the position of interim-Chief Financial Officer. Mr. Ford will continue serving the Company as a financial consultant on an as-needed basis.

Robert J. DelAversano, 52, is a certified public accountant and has over twenty-five years of experience in accounting including thirteen years in public accounting. Mr. DelAversano joined the Company in November 2023 as Vice President, Finance. From 2018 to July 2023, Mr. DelAversano worked in roles of increasing seniority at OncoSec Medical Incorporated (“OncoSec”), a clinical-stage immuno-oncology company, which positions included Vice President of Finance, Principal Accounting Officer and Controller, and Executive Director of Finance, where he had global responsibility for accounting, external financial reporting, and financial controls covering all aspects of OncoSec’s business. Prior to joining OncoSec, Mr. DelAversano was the Director of Financial Reporting and Taxation at Brio Financial Group (“Brio”), where he served as the firm’s Director of Financial Reporting and Taxation, consulting with various public companies in financial reporting, internal control development and evaluation, budgeting and forecasting. Prior to joining Brio, Mr. DelAversano was a manager at Bartolomei Pucciarelli, LLC and oversaw its accounting and tax practice with industry focuses in manufacturing, wholesalers and medical devices services. Mr. DelAversano received a B.S. in Accounting from Rider University.

In his position of Vice President, Finance, Mr. DelAversano is entitled to an annual base salary of \$290,000 and has a target bonus opportunity of up to 30% of his base salary, payable upon the achievement of operational and financial targets established by the Board. In connection with his appointment to the position of Vice President, Finance, Mr. DelAversano was awarded stock options to purchase 42,000 common shares of the Company at an exercise price of \$2.125 per share, which options vest in equal quarterly installments over a period of 36 months. Mr. DelAversano is eligible to participate in and receive additional equity awards under the Company's Stock Option Plan and Equity Incentive Plan. The foregoing description of Mr. DelAversano’s compensation does not purport to be complete and is qualified in its entirety by reference to the full text of Mr. DelAversano’s offer letter, which is attached to this Current Report on Form 8-K as Exhibit 10.1 and incorporated herein by reference.

There were no changes to Mr. DelAversano’s compensation arrangements with the Company in connection with his appointment to the roles of principal financial officer and principal accounting officer of the Company.

There are no family relationships between Mr. DelAversano and any director or executive officer of the Company. There are no transactions between Mr. DelAversano and the Company that would require disclosure under Item 404(a) of Regulation S-K.

Item 9.01 Exhibits.**(d) Exhibits**

Exhibit	Description
<u>10.1</u>	<u>Offer Letter by and between Robert J. DelAversano and the Company, dated November 21, 2023.</u>
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.

ACASTI PHARMA INC.

Date: January 8, 2024

By: /s/ Prashant Kohli
Prashant Kohli
Chief Executive Officer



November 20, 2023

**PRIVATE AND CONFIDENTIAL
DELIVERED BY EMAIL**

Robert DelAversano

Dear Robert:

We are pleased to extend the following offer of employment with Acasti Pharma Inc. ("Acasti"):

Title: Vice President, Finance

Reporting to: Prashant Kohli, Chief Executive Officer

Salary: Annualized base salary of \$290,000, less applicable deductions and withholdings.

Annual Bonus: You will be eligible to earn an annual discretionary bonus of up to 30 % of your base salary as determined by Acasti in its sole discretion. The bonus, if any, for the given year will be paid following the completion of such year. You must remain employed with Acasti throughout the year for which the bonus is paid, and up to and including the bonus payment date.

Option: Subject to approval by the board of directors of the Company, you will be granted pursuant to Acasti's equity incentive plan (the "Plan"), an option to purchase common shares in the capital of Acasti (the "Option"), with a price per share equal to the fair market value of a common share, as determined by the board of directors at the time of grant. The grant of the Option to you shall be conditional upon: (a) your continued employment with Acasti at the time of grant; (b) you entering into an option agreement with Acasti (the "Option Agreement"); and (c) any other terms and conditions set forth in the Plan, your Option Agreement and as may be determined by the board of directors in its sole discretion at the time of grant.

Subject to the terms and conditions of the applicable benefit plans and policies, you will be eligible to participate in such group benefit plans as Acasti may make available in its sole discretion.

Vacation entitlement, including treatment of unused vacation time, will be in accordance with Acasti's vacation policy as in effect from time to time.

November 27, 2023

As a condition of employment with Acasti Pharma, you will be required to read, sign and return a copy of the enclosed *Confidentiality of Information and Ownership of Proprietary Property Agreement*. On your first day of employment, you will be required to provide original documents from the enclosed List of Acceptable Documents (I-9) which prove your identity and right to work in the United States.

The Company is hiring you as an at-will employee, which means that you have the right to terminate your employment with Acasti at any time, for any reason, with or without notice. Similarly, Acasti has the right to terminate the employment relationship at any time, for any reason, with or without notice. Any contrary representations, which may have been made to you, are superseded by this offer. Any modifications to this "at-will" term of your employment must be in writing and signed by you and Acasti's CEO.

This offer expires five business days from the date of this letter. Please indicate your acceptance of our offer by signing and returning a copy of this letter to me as soon as possible.

On behalf of Acasti, we look forward to having you join us as we work together to advance science in support of better patient outcomes and to create value for the employees and shareholders of Acasti.

Sincerely,

/s/ Prashant Kohli

Prashant Kohli
Chief Executive Officer

I have read, understand and accept these terms and conditions of employment. I further understand that while my salary, benefits, job title and job duties may change from time to time without a written modification of this agreement, the at-will term of my employment is a term of employment which cannot be altered or modified except in writing, signed by me and Acasti's CEO. By accepting this offer, I confirm that I am able to accept this job and carry out the work involved without breaching any legal restrictions on my activities, such as restrictions imposed by a current or former employer.

/s/ Robert J. DeAversano

11/21/2023

Signature Date

