
**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): March 23, 2023

Aclaris Therapeutics, Inc.

(Exact name of registrant as specified in its charter)

Delaware
(State or other jurisdiction of
incorporation)

001-37581
(Commission File Number)

46-0571712
(IRS Employer
Identification No.)

**640 Lee Road, Suite 200
Wayne, PA 19087**
(Address of principal executive offices, including zip code)

(484) 324-7933
(Registrant's telephone number, including area code)

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, \$0.00001 par value	ACRS	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.

(e) *Amendment to Consulting Services Agreement with Frank Ruffo*

On March 23, 2023, Aclaris Therapeutics, Inc. (the “*Company*”) and former Chief Financial Officer Frank Ruffo entered into an amendment (the “*Amended Consulting Agreement*”) to the consulting services agreement, effective as of January 1, 2023, between Mr. Ruffo and the Company (the “*Consulting Agreement*”). The Amended Consulting Agreement extends the term of the Consulting Agreement from March 3, 2023 through June 30, 2023. The Amended Consulting Agreement also provides for a monthly consulting fee of \$12,500 to be paid to Mr. Ruffo for services rendered and provides that his last day of vesting for any outstanding equity awards granted by the Company to Mr. Ruffo was March 2, 2023, and no outstanding equity awards will vest thereafter.

The foregoing summary of the Amended Consulting Agreement is not complete and is qualified in its entirety by reference to the full text of the Amended Consulting Agreement, a copy of which is filed herewith as Exhibit 10.1 and is incorporated herein by reference.

9.01 - Financial Statements and Exhibits

(d) Exhibits

Exhibit Number	Exhibit Description
10.1	Amendment No. 1 to Consulting Services Agreement, dated as of March 23, 2023, by and between the Company and Frank Ruffo.
104	The cover page from Aclaris Therapeutics, Inc.’s Form 8-K filed on March 27, 2023, formatted in Inline XBRL.

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.

ACLARIS THERAPEUTICS, INC.

Date: March 27, 2023

By: /s/ Douglas Manion

Douglas Manion

Chief Executive Officer and President

**AMENDMENT NO. 1
TO
CONSULTING SERVICES AGREEMENT**

This Amendment No. 1 (this "Amendment"), is made and entered into as of March 23, 2023, by and between Aclaris Therapeutics, Inc., a Delaware corporation (the "Company") and Frank Ruffo ("Consultant").

WHEREAS, the Company and Consultant entered into that certain Consulting Services Agreement, dated as of January 1, 2023 (the "Agreement"), and desire to extend the term of the Agreement and modify Consultant's compensation.

NOW THEREFORE, in consideration of the mutual promises set forth herein, and intending to be legally bound hereby, the parties hereby agree as follows:

1. Defined Terms. Capitalized terms used but not defined herein shall have the meanings set forth in the Agreement.

2. Compensation. Sections 1.2.1 and 1.2.2 shall be deleted in their entirety and replaced with the following effective as of March 3, 2023:

"1.2.1. In consideration of Consultant's performance of the Services, the Company shall pay Consultant \$12,500 per month ("Consulting Fee") during the term of this Agreement."

"1.2.2. Consultant agrees that his last day of Continuous Service (as defined in the Company's 2015 Equity Incentive Plan) was March 2, 2023, and no outstanding equity awards will vest thereafter."

3. Term. Section 5.1 of the Agreement is hereby deleted in its entirety and replaced with the following effective as of March 3, 2023:

"**Term**. Unless terminated earlier pursuant to Section 5.2 or 5.3, the term of this Agreement shall be from March 3, 2023 through June 30, 2023."

4. Miscellaneous. The parties agree that the Agreement is hereby revived, ratified, and confirmed as amended herein. This Amendment and the Agreement constitute the entire understanding of the parties with respect to the subject matter hereof and supersede any prior understanding, oral or written, that may exist between the parties with respect to the subject matter hereof. Except as specifically amended hereby, no other changes are made to the Agreement and all other terms and conditions of the Agreement shall remain in full force and effect. In the event of any conflict between the Agreement and this Amendment, the Amendment shall prevail.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties have caused this Amendment No. 1 to be duly executed as of the date first above written.

ACLARIS THERAPEUTICS, INC.

CONSULTANT

By: /s/ Douglas Manion

Name: Doug Manion

Title: President & CEO

By: /s/ Frank Ruffo

Name: Frank Ruffo
