
**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 12, 2026

APTOSE BIOSCIENCES INC.

(Exact name of registrant as specified in its charter)

Canada
(State or Other Jurisdiction
of Incorporation)

001-32001
(Commission
File Number)

98-1136802
(I.R.S. Employer
Identification No.)

66 Wellington Street West, Suite 5300
TD Bank Tower, Box 48
Toronto, Ontario M5K 1E6
Canada
(Address of Principal Executive Offices) (Zip Code)

(647) 479-9828
(Registrant's telephone number, including area code)

(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
None	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 (§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****Item 5.02** **Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers****Amended Employment Agreement**

On March 12, 2026, Aptose Biosciences Inc. (the “Company”) and Dr. William Rice, Chairman, President and Chief Executive Officer of the Company, entered into the First Amendment to the Second Amended and Restated Employment Agreement, effective March 12, 2026 (“First Amendment”), which amends Sections 4.3 and 15 and Schedule A of the Second Amended and Restated Employment Agreement dated April 29, 2024 (“Original Agreement”). The First Amendment, (i) confirms that no deferred compensation plan was ever created, no deferred compensation was earned, and no deferred compensation benefits are owed to Dr. Rice and (ii) confirms that Dr. Rice is solely responsible for any potential individual taxes, penalties and interest on all benefits paid or payable under the Original Agreement and any prior agreements.

The First Amendment is filed as Exhibit 10.1 herewith and is incorporated herein by reference. The foregoing description of the First Amendment does not purport to be complete and is qualified in its entirety by the full text of such agreement.

Item 9.01. **Financial Statements and Exhibits**

(d) Exhibits

Exhibit Number	Description
10.1	First Amendment
104	Cover Page Interactive Data File (embedded within the Inline XBRL document)

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.

Aptose Biosciences Inc.

Date: March 23, 2026

By: /s/ William G. Rice, Ph.D.

William G. Rice, Ph.D.

Chairman, President, and Chief Executive Officer

AMENDMENT TO EXECUTIVE EMPLOYMENT AGREEMENT

This Amendment to the Second Amended and Restated Executive Employment Agreement (“Amendment”) is made and entered into as of this 12th, day of March, 2026 (the “Effective Date”) by and between Aptose Biosciences Inc. (the “Corporation”) and Dr. William G. Rice (“Executive”). As used in this Amendment, “Party” means either the Corporation or the Executive, as the case may be, and “Parties” means both of them.

WITNESSETH THAT:

WHEREAS, the Corporation and the Executive entered into that certain Second Amended and Restated Employment Agreement dated as of April 29, 2024 (the “Second Restated Agreement”) as an amendment and restatement of the Amended and Restated Executive Employment Agreement entered into by the Corporation and the Executive dated as of August 19, 2014 (the “Prior Agreement”); and

WHEREAS, the Parties now desire to amend certain terms of the Second Restated Agreement in the manner reflected herein, effective on the date hereof, to clarify certain provisions in the Second Restated Agreement and the Prior Agreement. Defined terms used herein but not otherwise defined shall have the meanings ascribed to them in the Second Restated Agreement;

NOW, THEREFORE, in consideration of the foregoing and of the respective covenants and agreements hereinafter set forth, IT IS HEREBY AGREED, as follows:

1. Section 4.3 of the Second Restated Agreement is amended, for purposes of clarity, by adding the following to the end thereof:

“Notwithstanding any provision in this Agreement or the Prior Agreement, the Corporation and the Executive agree that no Deferred Compensation Plan benefit was earned by the Executive under the Agreement or the Prior Agreement because the Corporation and the Executive did not negotiate or establish any terms with respect to vesting or payment of any Deferred Compensation Plan benefit. Accordingly, references in this Agreement and the Prior Agreement to any benefit under the Deferred Compensation Plan shall be disregarded.”

2. Section 15 of the Second Restated Agreement is amended, for purposes of clarity, by adding the following to the end thereof:

“The Executive acknowledges that, except as specifically provided in Section 5.3 of the Agreement (related to tax equalization), the Executive is solely responsible for all individual taxes, interest and penalties, and any required withholding, of any kind related to compensation and benefits described in this Agreement and the Prior Agreement (including, without limitation, any taxes, interest and penalties related to any Deferred Compensation Plan benefit described in this Agreement and the Prior Agreement). The Executive shall indemnify the Corporation for any individual taxes, interest and penalties imposed on the Corporation in connection with the Executive’s Deferred Compensation Plan benefit. Notwithstanding any provision herein to the contrary, the Corporation reserves the right to seek future indemnification by the Executive of any corporate employment taxes imposed on the Corporation in connection with the same.”

3. Schedule A of the Second Restated Agreement is amended by adding the following to the end of item six thereof:

“Notwithstanding the forgoing, the Corporation and the Executive agree that no benefit under the Deferred Compensation Plan was earned by the Executive under this Agreement or the Prior Agreement because the Corporation and the Executive did not negotiate or establish any terms with respect to vesting or payment of any Deferred Compensation Plan benefit.”

The Executive acknowledges that it has had sufficient time to review and consider this Amendment thoroughly, and acknowledges that it has read and understands the terms of this Amendment and the Executive’s obligations under this Amendment. The Executive acknowledges that it has been given the opportunity to obtain independent legal advice, or other advice as the Executive may desire, concerning the interpretation and effect of this Amendment, and by signing this Amendment the Executive has either obtained advice or voluntarily waived the Executive’s opportunity to receive same. The Executive acknowledges that it is entering into the Amendment voluntarily.

This Amendment may be signed in counterparts. Each counterpart will constitute an original document and all counterparts, taken together, will constitute one and the same instrument. Executed counterparts may be delivered by telecopier or other electronic delivery.

IN WITNESS WHEREOF, the Executive has hereunto set his hand and the Corporation has caused these presents to be executed on its behalf, all as of the day and year first above written.

Aptose Biosciences Inc.

By: _____

Name: _____

Title: _____

William G. Rice, Executive