
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 28, 2017

Alliqua BioMedical, Inc.

(Exact Name of Registrant as Specified in its Charter)

Delaware
(State or other
jurisdiction
of incorporation)

001-36278
(Commission File Number)

58-2349413
(IRS Employer
Identification No.)

1010 Stony Hill Road
Suite 200
Yardley, Pennsylvania
(Address of principal executive offices)

19067
(Zip Code)

Registrant's telephone number, including area code: (215) 702-8550

(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))

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 August 28, 2017, and August 29, 2017, Alliqua BioMedical, Inc. (the “*Company*”) entered into amendments to the employment agreements of each of Brian Posner, Bradford Barton, Nino Pionati, and David Johnson (such amendments collectively, the “*Employment Agreement Amendments*”). The Employment Agreement Amendments effect the following changes to such persons’ existing employment agreements:

Brian Posner, Bradford Barton, and Nino Pionati. On August 28, 2017, the Company and each of Mr. Posner, Mr. Barton, and Mr. Pionati (collectively, the “*Company Officers*”) entered into an amendment (collectively, the “*Company Officer Amendments*”) to their employment agreements in order to, among other things: (a) modify the term of each such Company Officer’s employment to remain in effect until August 28, 2020, subject to automatic renewals for successive one year periods thereafter, unless earlier terminated by either party; and (b) amend the definition of “good reason” applicable to each Company Officer’s employment agreement to include, in addition to the grounds of termination previously provided in each Company Officer’s employment agreement, termination on account of: (i) relocation of such Company Officer’s principal place of employment to a location that is more than 35 miles from the Company’s principal place of business in Yardley, Pennsylvania; and (ii) failure by the Company to secure in writing the agreement of any successor entity to the Company to assume such Company Officer’s employment agreement.

The Company Officer Amendments also amend certain provisions in each Company Officer’s employment agreement related to payments upon termination of such Company Officer’s employment. Pursuant to the Company Officer Amendments, if a Company Officer’s employment is terminated by the Company without cause or by such Company Officer for good reason, then the Company will pay to such Company Officer (a) within the time period required by applicable law, and in no event later than 30 days following termination of employment, (i) any accrued but unpaid base salary accrued through the date of termination, (ii) all unpaid performance bonus earned and accrued for a previously completed calendar year, (iii) all accrued and unpaid vacation or similar pay required by law, (iv) any unreimbursed expenses properly incurred prior to the termination date, plus (b) severance pay in an amount equal to such Company Officer’s base salary for 12 months, less applicable taxes and other withholdings, which payment will be payable in a lump sum payment on the Company’s first regular pay date on or after the 60th day following the relevant date of termination; provided that certain of the foregoing payments shall be subject to the timely execution and return by the relevant Company Officer of an irrevocable release of claims. If, prior to such termination, the Company Officer was employed by the Company through at least July 1st of the applicable calendar year, he will also be eligible to receive a pro rata portion of any annual performance bonus earned during such calendar year, with the amount prorated based on the number of days employed during such calendar year and determined assuming a “target” achievement level for the performance criteria for such annual performance bonus. In addition, all outstanding stock options and restricted stock awards granted to such Company Officer will immediately vest in full and the stock options will remain exercisable for two years following the termination date or, if sooner, until the end of the applicable stock option’s term. The Company will also provide continued health benefits coverage until the earlier of the expiration of the 12-month severance period and the date that such Company Officer becomes eligible for comparable employer sponsored health benefits.

David Johnson. On August 29, 2017, the Company and Mr. Johnson entered into an amendment (the “*Executive Officer Amendment*”) to Mr. Johnson’s employment agreement in order to, among other things, (a) modify the term of Mr. Johnson’s employment to remain in effect until August 29, 2020, subject to automatic renewals for successive one year periods thereafter, unless earlier terminated by either party; and (b) provide that any equity awards granted to Mr. Johnson during such amended employment term will be granted pursuant to the Alliqua, Inc. 2014 Long-Term Incentive Plan and any successor plan thereto.

The Executive Officer Amendment also amends certain provisions of Mr. Johnson’s employment agreement related to payments on termination of Mr. Johnson’s employment. Pursuant to the Executive Officer Amendment, if Mr. Johnson’s employment is terminated by the Company without cause or by Mr. Johnson for good reason, subject to compliance with the confidentiality, non-solicitation and non-disparagement requirements of the employment agreement and the execution of a release of claims, the Company will pay to Mr. Johnson: (a) within the time period required by applicable law, and in no event later than 30 days following termination of employment, (i) any accrued but unpaid base salary accrued through the date of termination, (ii) all unpaid performance bonus earned and accrued for a previously completed calendar year, (iii) any unreimbursed expenses properly incurred prior to the termination date; plus (b) severance pay in an amount equal to two years’ base salary and two years annual bonus calculated at Mr. Johnson’s target bonus level, which payment will, less applicable taxes and withholdings, be payable in 24 equal monthly installments from the date of termination (the “**Severance Period**”); provided that, with respect to such severance payment, the Company shall pay (i) the number of installments that are exempt from U.S. Internal Revenue Code Section 409A as short term deferrals under Treasury Regulation § 1.409A-1(b)(4) because they would have been paid during the short term deferral period ending on the March 15th following the end of the calendar year that includes the date of Mr. Johnson’s termination, plus (ii) the number of installments that near or equal, but do not exceed, the dollar limit set forth in Treasury Regulation § 1.409A-1(b)(9)(iii) as of the date of termination, in a single lump sum on the 60th day following the termination of Mr. Johnson’s employment, with the remainder of the installments being paid over the Severance Period on the dates and in such amounts such installments would have been paid without regard to installments that were paid in a lump sum payment. In addition, upon such termination, all outstanding stock options and other equity awards granted to Mr. Johnson will vest, to the extent not previously vested, and the stock options will remain exercisable for three months from the date of Mr. Johnson’s termination; and the Company will continue to provide healthcare coverage until the earlier of (x) the expiration of the Severance Period, (y) the date that Mr. Johnson’s “COBRA” coverage terminates or expires, or (z) the date that Mr. Johnson obtains new employment that offers substantially similar health benefits. Additionally, under the Executive Officer Amendment, upon the occurrence of certain change in control transactions, the Company may elect to terminate Mr. Johnson’s employment agreement and pay to Mr. Johnson the payments and benefits payable to Mr. Johnson upon termination by the Company without cause or by Mr. Johnson for good reason, or any remaining unpaid portions thereof, as the case may be, in a single lump sum payment as further set forth in the Executive Officer Amendment.

The foregoing summaries of the Employment Agreement Amendments are not complete, and are qualified in their entirety by reference to the full text of the Employment Agreement Amendments attached to this Current Report on Form 8-K as Exhibit 10.1, Exhibit 10.2, Exhibit 10.3, and Exhibit 10.4, respectively, and incorporated herein by reference.

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits

Exhibit Number	Description
10.1	<u>Amendment to Executive Employment Agreement, dated August 29, 2017, by and between Alliqua BioMedical, Inc. and David Johnson.</u>
10.2	<u>Amendment to Employment Agreement, dated August 28, 2017, by and between Alliqua BioMedical, Inc. and Brian Posner.</u>
10.3	<u>Amendment to Employment Agreement, dated August 28, 2017, by and between Alliqua BioMedical, Inc. and Bradford Barton.</u>
10.4	<u>Amendment to Employment Agreement, dated August 28, 2017, by and between Alliqua BioMedical, Inc. and Nino Pionati.</u>

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.

ALLIQUA BIOMEDICAL, INC.

Dated: September 1, 2017

By: /s/ Brian Posner

Name: Brian Posner

Title: Chief Financial Officer

AMENDMENT TO EXECUTIVE EMPLOYMENT AGREEMENT

This AMENDMENT TO EXECUTIVE EMPLOYMENT AGREEMENT (this "Amendment") is made and entered as of this 29th day of August, 2017, (the "Amendment Effective Date") by and between Alliqua Biomedical, Inc., a Delaware corporation (the "Company"), and David Johnson ("Executive") for purposes of amending that certain Executive Employment Agreement dated as of February 4, 2013 by and between Alliqua, Inc. and Executive (the "Agreement"). Terms used in this Amendment with initial capital letters that are not otherwise defined herein shall have the meanings ascribed to such terms in the Agreement.

WHEREAS, Section 10(k) of the Agreement provides that the parties to the Agreement may amend the Agreement in a writing signed by the parties; and

WHEREAS, the parties hereto desire to amend the Agreement in certain respects.

NOW THEREFORE, pursuant to Section 10(k) of the Agreement, and for good and valuable consideration, the sufficiency of which is hereby acknowledged, the Company and Executive agree as follows:

1. As applicable, any and all references in the Agreement to "Alliqua, Inc." shall be hereby amended by deleting each and every said reference and substituting in lieu thereof the title of "Alliqua Biomedical, Inc."

2. Section 2 of the Agreement is hereby amended by deleting said section in its entirety and substituting in lieu thereof the following new Section 2:

2 . **Term of Agreement.** The Agreement's stated term and the employment relationship created hereunder will remain in effect until August 29, 2020, unless earlier terminated in accordance with Section 8. This Agreement shall be automatically renewed for successive one (1) year terms (each one-year period, a "**Renewal Term**"), unless Executive's employment is terminated by either party not less than four (4) months before August 29, 2020 or any Renewal Term, or unless earlier terminated in accordance with Section 8. The period during which Executive is employed under this Agreement (including any Renewal Term) will be referred to as the "**Employment Period.**"

3. Section 5(c) of the Agreement is hereby amended by deleting the phrase "Alliqua, Inc. 2011 Long-Term Incentive Plan and any amendments thereto (the "**2011 Plan**")" and replacing it with the "Alliqua, Inc. 2014 Long-Term Incentive Plan, as it may be amended, and any successor plan thereto (the "**Incentive Plan**")" and deleting all references in said Section to the "2011 Plan" and replacing them with the "Incentive Plan".

4. Section 8 of the Agreement is hereby amended by deleting the lead-in paragraph of said section and substituting in lieu thereof the following lead-in language:

8 . **Termination of Agreement.** The employment relationship between Executive and the Company created under this Agreement shall terminate upon the occurrence of any one of the following events:

5. Section 9 of the Agreement is hereby amended by deleting said section in its entirety and substituting in lieu thereof the following new Section 9:

9. **Compensation Upon Termination for Any Reason.** Upon the termination of Executive's employment under this Agreement, Executive shall be entitled to the following:

(a) **Termination by the Company for Cause or as a Result of the Resignation of Executive Without Good Reason.** In the event that Executive's employment is terminated either by the Company for Cause, or as a result of Executive's resignation without Good Reason, the Company shall, in addition to any benefits provided under any employee benefit plan or program of the Company, pay the following amounts to Executive (or his estate or other legal representative, as the case may be) within the time period required by applicable law (and in all events within thirty (30) days of such termination):

(i) any accrued but unpaid Base Salary (as determined pursuant to Section 5(a) hereof) for services rendered to the date of termination;

(ii) any accrued but unpaid expenses required to be reimbursed pursuant to Section 5(e) hereof; and

(iii) any earned, but unpaid, bonus under Section 5(b) for services rendered during the year preceding the date of termination.

The amounts described in Sections 9(a)(i)-(iii) above, together with benefits provided under any employee benefit plan or program of the Company, shall be referred to herein as the "**Accrued Obligations.**"

(b) **Termination by Reason of Death or Disability of Executive.** In the event that Executive's employment is terminated by reason of Executive's death or Disability, the Company shall pay the following amounts to Executive (or his estate or other legal representative, as the case may be) within the time period required by applicable law (and in all events within thirty (30) days of such termination):

(i) the Accrued Obligations; and

(ii) notwithstanding anything to the contrary in this Agreement with respect to the requirement of being employed as of December 31st, a pro-rata portion (based on a fraction, the numerator of which is the number of days in the calendar year on which Executive performed services prior to termination and the denominator of which is the number of days in such calendar year) of Executive's annual bonus that he would have earned had he been employed as of December 31st of the year in which his employment ends, but calculated at the Target Bonus level (the "**Pro-Rata Target Bonus**").

(c) **Termination by the Company Without Cause, or by Executive for Good Reason.** In the event that Executive's employment is terminated at any time during the Employment Period and such termination is initiated by the Company without Cause or by Executive for Good Reason, the Company shall pay and/or provide the following to Executive:

(i) the Accrued Obligations within the time period required by applicable law (and in all events within thirty (30) days of such termination); and

(ii) subject to compliance with the restrictive covenants in Sections 6 and 7 and the execution and timely return by Executive of a release of claims in substantially the form of Exhibit A hereto (the “*Release*”) which the Company shall deliver to Executive within five (5) business days following the termination of Executive’s employment, and subject to the provisions of Section 11 below:

(1) The Company shall pay Executive an amount equal to the sum of (x) two (2) years Base Salary and (y) two (2) years of Executive’s annual bonus calculated at the Target Bonus level, less applicable taxes and other withholdings, payable in twenty-four (24) equal monthly installments from the date of the termination of employment (the “*Severance Period*”); *provided, however*, the Company shall pay (A) the number of installments that are exempt from Code section 409A as short term deferrals under Treas. Reg. § 1.409A-1(b)(4) because they would have been paid during the short term deferral period ending on the March 15th following the end of the calendar year that includes the date of Executive’s termination of employment, plus (B) the number of installments that near or equal, but do not exceed, the dollar limit set forth in Treas. Reg. § 1.409A-1(b)(9)(iii) (*i.e.*, two (2) times the limit under Section 401(a)(17) of the Code) as of the date of Executive’s termination of employment, in a single lump sum on the sixtieth (60th) day following the termination of Executive’s employment, with the remainder of the installments being paid over the Severance Period on the dates and in such amounts such installments would have been paid without regard to installments that were paid in a lump sum payment;

(2) The Company shall provide Executive and his dependents with continued healthcare coverage under the Company’s group health and dental plans at the same cost, if any, imposed on active employees of the Company, until the earlier of (x) the expiration of the Severance Period; (y) the date that Executive’s “COBRA” coverage terminates or expires; or (z) the date that Executive obtains new employment that offers substantially similar health and dental coverage. Such continuing health and dental coverage provided by the Company shall be provided pursuant to COBRA. To the extent any such benefits are otherwise taxable to Executive, such benefits shall, for purposes of Section 409A of the Code, be provided as separate in-kind payments of those benefits, and the provision of in-kind benefits during one calendar year shall not affect the in-kind benefits to be provided in any other calendar year; and

(3) notwithstanding anything to the contrary contained in the Incentive Plan or in any predecessor or successor plan, award agreement, or similar equity incentive scheme, any stock options and other equity-based awards granted to Executive that have not vested as of the date of termination shall immediately become 100% vested and all restrictions shall lapse. All stock options vested prior to the date of termination or which vest as a result of this Section 9(c)(ii)(3) shall remain exercisable for three (3) months following the expiration of the Employment Period (unless the originally prescribed term of any such vested stock options expires sooner), in each case as if Executive remained actively employed by the Company during such period.

In the event Executive fails to comply with the restrictive covenants in Section 7 or does not timely execute and return (or otherwise revokes) a release of claims in the form and substance reasonably requested by the Company, no amount shall be payable to Executive pursuant to this Section 9(c)(ii).

6. Section 10 of the Agreement is hereby amended to add the following new Section 10(o) to the Agreement:

(o) **Change in Control.** Notwithstanding anything to the contrary contained herein, in the event of a Change in Control (as defined in the Incentive Plan, without giving effect to clause (v)(z) in such definition), provided that such Change in Control also constitutes a change of control for purposes of Section 409A of the Code, the Company may, in its sole discretion and in accordance with Section 409A of the Code and Treas. Reg. § 1.409A-3(j)(4)(ix)(B), (i) terminate this Agreement and all agreements, methods, programs, and other arrangements sponsored by the Company immediately after the Change in Control with respect to which deferrals of compensation are treated as having been deferred under a single plan with the Agreement under Treas. Reg. § 1.409A-1(c)(2), effective as of the date of the Change of Control, and (ii) subject to compliance with the restrictive covenants in Sections 6 and 7 and the execution and timely return by Executive of a Release which the Company shall deliver to Executive within five (5) business days of the Change in Control, pay, in a single lump sum payment (A) on the date of the Change in Control the remaining unpaid portion of any payments and benefits due under Section 9(c) if payments under Section 9(c) commenced prior to the Change in Control; or (B) within sixty (60) days of the Change in Control the full amount of the payments and benefits due under Section 9(c) if payments under Section 9(c) have not yet commenced as of the date of the Change in Control .

7. Except as expressly amended by this Amendment, the Agreement shall continue in full force and effect in accordance with the provisions thereof.

8. In the event of a conflict between the Agreement and this Amendment, this Amendment shall govern.

* * * * *

*[Remainder of Page Intentionally Left Blank
Signature Page Follows.]*

IN WITNESS WHEREOF, the parties have executed this Amendment to Executive Employment Agreement as of the Amendment Effective Date.

THE COMPANY:

ALLIQUA BIOMEDICAL, INC.

By: /s/ Jerome B. Zeldis

Name: Jerome B. Zeldis

Title: Chairman of the Board

EXECUTIVE:

/s/ David Johnson

David Johnson

AMENDMENT TO EMPLOYMENT AGREEMENT

This AMENDMENT TO EMPLOYMENT AGREEMENT (this "Amendment") is made and entered as of this 28th day of August, 2017, (the "Amendment Effective Date") by and between Alliqua Biomedical, Inc., a Delaware corporation (the "Company"), and Brian Posner (the "Executive") for purposes of amending that certain Employment Agreement dated as of June 5, 2015 by and between the Company and the Executive (the "Agreement"). Terms used in this Amendment with initial capital letters that are not otherwise defined herein shall have the meanings ascribed to such terms in the Agreement.

WHEREAS, Article V, Section G of the Agreement provides that the parties to the Agreement may amend the Agreement in a writing signed by the parties; and

WHEREAS, the parties hereto desire to amend the Agreement in certain respects.

NOW THEREFORE, pursuant to Article V, Section G of the Agreement, and for good and valuable consideration, the sufficiency of which is hereby acknowledged, the Company and the Executive agree as follows:

1. Article III of the Agreement is hereby amended by deleting said article in its entirety and substituting in lieu thereof the following new Article III:

ARTICLE III.
TERM; TERMINATION

A. **Term of Agreement/Employment.** The Agreement's stated term and the employment relationship created hereunder will remain in effect until August 28, 2020, unless earlier terminated in accordance with this Article III. This Agreement shall be automatically renewed for successive one (1) year terms (each one-year period, a "***Renewal Term***"), unless the Executive's employment is terminated by either party upon written notice provided not less than four (4) months before August 28, 2020 or any Renewal Term, or unless earlier terminated in accordance with this Article III.

B. **Termination.** Either party may terminate the Executive's employment at any time upon written notice. The date of the Executive's termination shall be the date stated in the notice of termination. Upon termination of the Executive's employment, the Company shall pay the Executive (i) any unpaid Base Salary accrued through the date of termination, (ii) any unpaid Performance Bonus earned and accrued for a previously completed calendar year, (iii) any accrued and unpaid vacation or similar pay to which the Executive is entitled as a matter of law or Company policy, and (iv) any unreimbursed expenses properly incurred prior to the date of termination (the "***Accrued Obligations***"). The Executive's termination under this Agreement shall also constitute the Executive's resignation as an officer or director of any affiliate or subsidiary of the Company, as applicable.

(i) **Termination for Cause or Voluntary Resignation.** In the event the Company terminates the Executive's employment for Cause (defined below) or the Executive voluntarily resigns without Good Reason (defined below), the Company shall have no further liability or obligation to the Executive under this Agreement or in connection with the Executive's employment hereunder, except for the Accrued Obligations. The Accrued Obligations shall be payable in a lump sum within the time period required by applicable law, and in no event later than thirty (30) days following termination of employment. For purposes of this Agreement, "**Cause**" means termination because of: (a) an act or acts of theft, embezzlement, fraud, or willful or material misrepresentation by the Executive; (b) the Executive's indictment or conviction of, or pleading nolo contendere or guilty to, a felony, or a crime involving moral turpitude; (c) the Executive's refusal to perform, or intentional disregard of, in any material respect, the Executive's duties and responsibilities hereunder; and (d) a material breach by the Executive of this Agreement or any other agreement to which the Executive and the Company are parties. In each such event listed above, if the circumstances are curable, the Company shall give the Executive written notice thereof which shall specify in reasonable detail the circumstances constituting Cause, and there shall be no Cause with respect to any such circumstances if cured by the Executive within thirty (30) days after such notice.

(i i) **Termination Without Cause or for Good Reason.** In the event the Executive's employment is terminated by the Company without Cause or by the Executive for Good Reason, the Executive shall receive the following, subject to the execution and timely return by the Executive of a release of claims in the form to be delivered by the Company, which release shall, by its terms, be irrevocable no later than the sixtieth (60th) day following the termination of employment: (a) the Accrued Obligations, payable in a lump sum within the time period required by applicable law, and in no event later than thirty (30) days following termination of employment; (b) if the Executive was employed by the Company through at least July 1st of the applicable calendar year, a pro-rata portion of any Performance Bonus earned during such calendar year, with the amount (1) prorated based on the number of days employed during such calendar year, (2) determined assuming a "target" achievement level for the performance criteria for such Performance Bonus, and (3) payable in a lump sum payment on the Company's first regular pay date on or after the sixtieth (60th) day following the termination of employment; (c) severance pay in an amount equal to the Executive's Base Salary for twelve (12) months, less applicable taxes and other withholdings, payable in a lump sum payment on the Company's first regular pay date on or after the sixtieth (60th) day following the termination of employment; (d) for a period of twelve (12) months or until the Executive becomes eligible for comparable employer sponsored health plan benefits, whichever is sooner, all health plan benefits to which the Executive is entitled prior to the termination date under any such benefit plans or arrangements maintained by the Company in which the Executive participated, which benefits shall be determined and paid in accordance with this Agreement and plans or arrangements and shall be provided pursuant to COBRA with the relative costs therefor being paid by the Company and the Executive in the same proportion as existed while the Executive was an active employee of the Company; and (e) the Stock Options and Restricted Stock granted to the Executive shall be fully and immediately vested, and the Stock Options shall remain exercisable for two (2) years following the termination date or, if sooner, until the end of the applicable Stock Option's term. For purposes of this Agreement, "**Good Reason**" means termination because of: (a) a material diminution without the Executive's consent in the Executive's duties and responsibilities; (b) a material breach by the Company of this Agreement or any other agreement to which the Executive and the Company are parties; (c) relocation of the Executive's principal place of employment to a place that is more than thirty-five (35) miles from the Company's principal place of business in Yardley, Pennsylvania; and (d) failure by the Company to secure in writing the agreement of any successor entity to the Company to assume the Agreement, including a successor to all or substantially all of the assets of the Company. In each such event listed above, the Executive shall give the Company written notice thereof within ninety (90) days after Executive first learns of the existence of the circumstances giving rise to Good Reason, which notice shall specify in reasonable detail the circumstances constituting Good Reason, and there shall be no Good Reason with respect to any such circumstances if cured by the Company within thirty (30) days after such notice.

C . **Survival.** The Executive's post-termination obligations in Article IV shall continue as provided in this Agreement.

2. Except as expressly amended by this Amendment, the Agreement shall continue in full force and effect in accordance with the provisions thereof.

3. In the event of a conflict between the Agreement and this Amendment, this Amendment shall govern.

* * * * *

*[Remainder of Page Intentionally Left Blank
Signature Page Follows.]*

IN WITNESS WHEREOF, the parties have executed this Amendment to Employment Agreement as of the Amendment Effective Date.

THE COMPANY:

ALLIQUA BIOMEDICAL, INC.

By: /s/ David Johnson

Name: David Johnson

Title: Chief Executive Officer

EXECUTIVE:

/s/ Brian Posner

Brian Posner

AMENDMENT TO EMPLOYMENT AGREEMENT

This AMENDMENT TO EMPLOYMENT AGREEMENT (this "Amendment") is made and entered as of this 28th day of August, 2017, (the "Amendment Effective Date") by and between Alliqua Biomedical, Inc., a Delaware corporation (the "Company"), and Bradford Barton (the "Executive") for purposes of amending that certain Employment Agreement dated as of June 5, 2015 by and between the Company and the Executive (the "Agreement"). Terms used in this Amendment with initial capital letters that are not otherwise defined herein shall have the meanings ascribed to such terms in the Agreement.

WHEREAS, Article V, Section G of the Agreement provides that the parties to the Agreement may amend the Agreement in a writing signed by the parties; and

WHEREAS, the parties hereto desire to amend the Agreement in certain respects.

NOW THEREFORE, pursuant to Article V, Section G of the Agreement, and for good and valuable consideration, the sufficiency of which is hereby acknowledged, the Company and the Executive agree as follows:

1. Article III of the Agreement is hereby amended by deleting said article in its entirety and substituting in lieu thereof the following new Article III:

ARTICLE III.
TERM; TERMINATION

A . **Term of Agreement/Employment.** The Agreement's stated term and the employment relationship created hereunder will remain in effect until August 28, 2020, unless earlier terminated in accordance with this Article III. This Agreement shall be automatically renewed for successive one (1) year terms (each one-year period, a "***Renewal Term***"), unless the Executive's employment is terminated by either party upon written notice provided not less than four (4) months before August 28, 2020 or any Renewal Term, or unless earlier terminated in accordance with this Article III.

B . **Termination.** Either party may terminate the Executive's employment at any time upon written notice. The date of the Executive's termination shall be the date stated in the notice of termination. Upon termination of the Executive's employment, the Company shall pay the Executive (i) any unpaid Base Salary accrued through the date of termination, (ii) any unpaid Performance Bonus earned and accrued for a previously completed calendar year, (iii) any accrued and unpaid vacation or similar pay to which the Executive is entitled as a matter of law or Company policy, and (iv) any unreimbursed expenses properly incurred prior to the date of termination (the "***Accrued Obligations***"). The Executive's termination under this Agreement shall also constitute the Executive's resignation as an officer or director of any affiliate or subsidiary of the Company, as applicable.

(i) **Termination for Cause or Voluntary Resignation.** In the event the Company terminates the Executive's employment for Cause (defined below) or the Executive voluntarily resigns without Good Reason (defined below), the Company shall have no further liability or obligation to the Executive under this Agreement or in connection with the Executive's employment hereunder, except for the Accrued Obligations. The Accrued Obligations shall be payable in a lump sum within the time period required by applicable law, and in no event later than thirty (30) days following termination of employment. For purposes of this Agreement, "**Cause**" means termination because of: (a) an act or acts of theft, embezzlement, fraud, or willful or material misrepresentation by the Executive; (b) the Executive's indictment or conviction of, or pleading nolo contendere or guilty to, a felony, or a crime involving moral turpitude; (c) the Executive's refusal to perform, or intentional disregard of, in any material respect, the Executive's duties and responsibilities hereunder; and (d) a material breach by the Executive of this Agreement or any other agreement to which the Executive and the Company are parties. In each such event listed above, if the circumstances are curable, the Company shall give the Executive written notice thereof which shall specify in reasonable detail the circumstances constituting Cause, and there shall be no Cause with respect to any such circumstances if cured by the Executive within thirty (30) days after such notice.

(i i) **Termination Without Cause or for Good Reason.** In the event the Executive's employment is terminated by the Company without Cause or by the Executive for Good Reason, the Executive shall receive the following, subject to the execution and timely return by the Executive of a release of claims in the form to be delivered by the Company, which release shall, by its terms, be irrevocable no later than the sixtieth (60th) day following the termination of employment: (a) the Accrued Obligations, payable in a lump sum within the time period required by applicable law, and in no event later than thirty (30) days following termination of employment; (b) if the Executive was employed by the Company through at least July 1st of the applicable calendar year, a pro-rata portion of any Performance Bonus earned during such calendar year, with the amount (1) prorated based on the number of days employed during such calendar year, (2) determined assuming a "target" achievement level for the performance criteria for such Performance Bonus, and (3) payable in a lump sum payment on the Company's first regular pay date on or after the sixtieth (60th) day following the termination of employment; (c) severance pay in an amount equal to the Executive's Base Salary for twelve (12) months, less applicable taxes and other withholdings, payable in a lump sum payment on the Company's first regular pay date on or after the sixtieth (60th) day following the termination of employment; (d) for a period of twelve (12) months or until the Executive becomes eligible for comparable employer sponsored health plan benefits, whichever is sooner, all health plan benefits to which the Executive is entitled prior to the termination date under any such benefit plans or arrangements maintained by the Company in which the Executive participated, which benefits shall be determined and paid in accordance with this Agreement and plans or arrangements and shall be provided pursuant to COBRA with the relative costs therefor being paid by the Company and the Executive in the same proportion as existed while the Executive was an active employee of the Company; and (e) the Stock Options and Restricted Stock granted to the Executive shall be fully and immediately vested, and the Stock Options shall remain exercisable for two (2) years following the termination date or, if sooner, until the end of the applicable Stock Option's term. For purposes of this Agreement, "**Good Reason**" means termination because of: (a) a material diminution without the Executive's consent in the Executive's duties and responsibilities; (b) a material breach by the Company of this Agreement or any other agreement to which the Executive and the Company are parties; (c) relocation of the Executive's principal place of employment to a place that is more than thirty-five (35) miles from the Company's principal place of business in Yardley, Pennsylvania; and (d) failure by the Company to secure in writing the agreement of any successor entity to the Company to assume the Agreement, including a successor to all or substantially all of the assets of the Company. In each such event listed above, the Executive shall give the Company written notice thereof within ninety (90) days after Executive first learns of the existence of the circumstances giving rise to Good Reason, which notice shall specify in reasonable detail the circumstances constituting Good Reason, and there shall be no Good Reason with respect to any such circumstances if cured by the Company within thirty (30) days after such notice.

C . **Survival.** The Executive's post-termination obligations in Article IV shall continue as provided in this Agreement.

2. Except as expressly amended by this Amendment, the Agreement shall continue in full force and effect in accordance with the provisions thereof.

3. In the event of a conflict between the Agreement and this Amendment, this Amendment shall govern.

* * * * *

*[Remainder of Page Intentionally Left Blank
Signature Page Follows.]*

IN WITNESS WHEREOF, the parties have executed this Amendment to Employment Agreement as of the Amendment Effective Date.

THE COMPANY:

ALLIQUA BIOMEDICAL, INC.

By: /s/ David Johnson

Name: David Johnson

Title: Chief Executive Officer

EXECUTIVE:

/s/ Bradford Barton

Bradford Barton

AMENDMENT TO EMPLOYMENT AGREEMENT

This AMENDMENT TO EMPLOYMENT AGREEMENT (this "Amendment") is made and entered as of this 28th day of August, 2017, (the "Amendment Effective Date") by and between Alliqua Biomedical, Inc., a Delaware corporation (the "Company"), and Nino Pionati (the "Executive") for purposes of amending that certain Employment Agreement dated as of June 3, 2015 by and between the Company and the Executive (the "Agreement"). Terms used in this Amendment with initial capital letters that are not otherwise defined herein shall have the meanings ascribed to such terms in the Agreement.

WHEREAS, Article V, Section G of the Agreement provides that the parties to the Agreement may amend the Agreement in a writing signed by the parties; and

WHEREAS, the parties hereto desire to amend the Agreement in certain respects.

NOW THEREFORE, pursuant to Article V, Section G of the Agreement, and for good and valuable consideration, the sufficiency of which is hereby acknowledged, the Company and the Executive agree as follows:

1. Article III of the Agreement is hereby amended by deleting said article in its entirety and substituting in lieu thereof the following new Article III:

ARTICLE III.
TERM; TERMINATION

A . **Term of Agreement/Employment.** The Agreement's stated term and the employment relationship created hereunder will remain in effect until August 28, 2020, unless earlier terminated in accordance with this Article III. This Agreement shall be automatically renewed for successive one (1) year terms (each one-year period, a "***Renewal Term***"), unless the Executive's employment is terminated by either party upon written notice provided not less than four (4) months before August 28, 2020 or any Renewal Term, or unless earlier terminated in accordance with this Article III.

B . **Termination.** Either party may terminate the Executive's employment at any time upon written notice. The date of the Executive's termination shall be the date stated in the notice of termination. Upon termination of the Executive's employment, the Company shall pay the Executive (i) any unpaid Base Salary accrued through the date of termination, (ii) any unpaid Performance Bonus earned and accrued for a previously completed calendar year, (iii) any accrued and unpaid vacation or similar pay to which the Executive is entitled as a matter of law or Company policy, and (iv) any unreimbursed expenses properly incurred prior to the date of termination (the "***Accrued Obligations***"). The Executive's termination under this Agreement shall also constitute the Executive's resignation as an officer or director of any affiliate or subsidiary of the Company, as applicable.

(i) **Termination for Cause or Voluntary Resignation.** In the event the Company terminates the Executive's employment for Cause (defined below) or the Executive voluntarily resigns without Good Reason (defined below), the Company shall have no further liability or obligation to the Executive under this Agreement or in connection with the Executive's employment hereunder, except for the Accrued Obligations. The Accrued Obligations shall be payable in a lump sum within the time period required by applicable law, and in no event later than thirty (30) days following termination of employment. For purposes of this Agreement, "**Cause**" means termination because of: (a) an act or acts of theft, embezzlement, fraud, or willful or material misrepresentation by the Executive; (b) the Executive's indictment or conviction of, or pleading nolo contendere or guilty to, a felony, or a crime involving moral turpitude; (c) the Executive's refusal to perform, or intentional disregard of, in any material respect, the Executive's duties and responsibilities hereunder; and (d) a material breach by the Executive of this Agreement or any other agreement to which the Executive and the Company are parties. In each such event listed above, if the circumstances are curable, the Company shall give the Executive written notice thereof which shall specify in reasonable detail the circumstances constituting Cause, and there shall be no Cause with respect to any such circumstances if cured by the Executive within thirty (30) days after such notice.

(i i) **Termination Without Cause or for Good Reason.** In the event the Executive's employment is terminated by the Company without Cause or by the Executive for Good Reason, the Executive shall receive the following, subject to the execution and timely return by the Executive of a release of claims in the form to be delivered by the Company, which release shall, by its terms, be irrevocable no later than the sixtieth (60th) day following the termination of employment: (a) the Accrued Obligations, payable in a lump sum within the time period required by applicable law, and in no event later than thirty (30) days following termination of employment; (b) if the Executive was employed by the Company through at least July 1st of the applicable calendar year, a pro-rata portion of any Performance Bonus earned during such calendar year, with the amount (1) prorated based on the number of days employed during such calendar year, (2) determined assuming a "target" achievement level for the performance criteria for such Performance Bonus, and (3) payable in a lump sum payment on the Company's first regular pay date on or after the sixtieth (60th) day following the termination of employment; (c) severance pay in an amount equal to the Executive's Base Salary for twelve (12) months, less applicable taxes and other withholdings, payable in a lump sum payment on the Company's first regular pay date on or after the sixtieth (60th) day following the termination of employment; (d) for a period of twelve (12) months or until the Executive becomes eligible for comparable employer sponsored health plan benefits, whichever is sooner, all health plan benefits to which the Executive is entitled prior to the termination date under any such benefit plans or arrangements maintained by the Company in which the Executive participated, which benefits shall be determined and paid in accordance with this Agreement and plans or arrangements and shall be provided pursuant to COBRA with the relative costs therefor being paid by the Company and the Executive in the same proportion as existed while the Executive was an active employee of the Company; and (e) the Stock Options and Restricted Stock granted to the Executive shall be fully and immediately vested, and the Stock Options shall remain exercisable for two (2) years following the termination date or, if sooner, until the end of the applicable Stock Option's term. For purposes of this Agreement, "**Good Reason**" means termination because of: (a) a material diminution without the Executive's consent in the Executive's duties and responsibilities; (b) a material breach by the Company of this Agreement or any other agreement to which the Executive and the Company are parties; (c) relocation of the Executive's principal place of employment to a place that is more than thirty-five (35) miles from the Company's principal place of business in Yardley, Pennsylvania; and (d) failure by the Company to secure in writing the agreement of any successor entity to the Company to assume the Agreement, including a successor to all or substantially all of the assets of the Company. In each such event listed above, the Executive shall give the Company written notice thereof within ninety (90) days after Executive first learns of the existence of the circumstances giving rise to Good Reason, which notice shall specify in reasonable detail the circumstances constituting Good Reason, and there shall be no Good Reason with respect to any such circumstances if cured by the Company within thirty (30) days after such notice.

C . **Survival.** The Executive's post-termination obligations in Article IV shall continue as provided in this Agreement.

2. Except as expressly amended by this Amendment, the Agreement shall continue in full force and effect in accordance with the provisions thereof.

3. In the event of a conflict between the Agreement and this Amendment, this Amendment shall govern.

*[Remainder of Page Intentionally Left Blank
Signature Page Follows.]*

IN WITNESS WHEREOF, the parties have executed this Amendment to Employment Agreement as of the Amendment Effective Date.

THE COMPANY:

ALLIQUA BIOMEDICAL, INC.

By: /s/ David Johnson

Name: David Johnson

Title: Chief Executive Officer

EXECUTIVE:

/s/ Nino Pionati

Nino Pionati
