

Arch Therapeutics, Inc.
Form 424B3
July 31, 2015

Filed Pursuant to Rule 424(b)(3)

Registration No. 333-194745

PROSPECTUS SUPPLEMENT NO. 7 DATED JULY 31, 2015

TO

PROSPECTUS DATED MAY 22, 2015

(AS SUPPLEMENTED)

ARCH THERAPEUTICS, INC.

PROSPECTUS

Up to 31,279,926 Shares of Common Stock

This Prospectus Supplement No. 7 supplements the prospectus of Arch Therapeutics, Inc. (“the **Company**”, “**we**”, “**us**”, or “**our**”) dated May 22, 2015 (as supplemented to date, the “**Prospectus**”) with the following attached document which we filed with the Securities and Exchange Commission on July 31, 2015:

- A. Our Current Report on Form 8-K filed with the Securities and Exchange Commission on July 31, 2015

This Prospectus Supplement No. 7 should be read in conjunction with the Prospectus, which is required to be delivered with this Prospectus Supplement. This prospectus supplement updates, amends and supplements the information included in the Prospectus. If there is any inconsistency between the information in the Prospectus and this prospectus supplement, you should rely on the information in this prospectus supplement.

This prospectus supplement is not complete without, and may not be delivered or utilized except in connection with, the Prospectus, including any amendments or supplements to it.

Investing in our common stock involves a high degree of risk. Before making any investment in our common stock, you should carefully consider the risk factors for our common stock, which are described in the Prospectus, as amended or supplemented.

You should rely only on the information contained in the Prospectus, as supplemented or amended by this Prospectus Supplement No. 7 and any other prospectus supplement or amendment thereto. We have not authorized anyone to provide you with different information.

Neither the Securities and Exchange Commission nor any state securities commission has approved or disapproved of these securities or determined if this prospectus is truthful or complete. Any representation to the contrary is a criminal offense.

The date of this Prospectus Supplement No. 7 is July 31, 2015

INDEX TO FILINGS

The Company's Current Report on Form 8-K filed with the Securities and Exchange Commission on July 31, 2015

Annex
A

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): **July 27, 2015**

ARCH THERAPEUTICS, INC.

(Exact name of registrant as specified in its charter)

Nevada **000-54986** **46-0524102**
(State or other jurisdiction (Commission (I.R.S. Employer
of incorporation) File Number) Identification No.)

235 Walnut Street, Suite 6
Framingham, Massachusetts **02481**
(Address of principal executive offices) (Zip Code)

Registrant's telephone number, including area code: **(617) 431-2313**

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 (see General Instruction A.2. below):

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••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))

Item 5.02 Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers.

(e) Adjustments to Annual Base Salary for the Company's Chief Financial Officer

On July 27, 2015, Arch Therapeutics, Inc. (the “**Company**”) and Richard E. Davis, the Chief Financial Officer of the Company, entered into an amendment to Mr. Davis’s Executive Employment Agreement dated July 7, 2014 (the “**Amendment**”). Pursuant to the Amendment, which was subject to and became effective upon its approval by the the Board of Directors (the “**Board**”) of the Company, Mr. Davis’ annual base salary was increased by \$50,000 to \$250,000, effective as of July 1, 2015. The Board unanimously approved the Amendment.

Item 9.01 Financial Statements and Exhibit

(d) Exhibits

Exhibit Description

10.1 First Amendment to Executive Employment Agreement, dated July 27, 2015, by and between Arch Therapeutics, Inc. and Richard E. Davis

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.

ARCH THERAPEUTICS, INC.

Dated: July 31, 2015 By: /s/ Terrence W. Norchi, M.D.
Name: Terrence W. Norchi, M.D.
Title: President, Chief Executive
Officer

Exhibit List

Exhibit Description

- 10.1 First Amendment to Executive Employment Agreement, dated July 27, 2015, by and between Arch Therapeutics, Inc. and Richard E. Davis

Exhibit 10.1

Davis First Amendment

ARCH THERAPEUTICS, INC.

FIRST AMENDMENT TO EMPLOYMENT AGREEMENT

This FIRST AMENDMENT TO THE EMPLOYMENT AGREEMENT (the “Amendment”) is made by and between Arch Therapeutics, Incorporated (the “Company”) and Richard Davis (the “Employee”), effective as of July 27, 2015 upon approval by the Company’s Board of Directors, with reference to the following facts:

WHEREAS, (i) the Company and the Employee entered into the Employment Agreement dated as of July 7, 2014 (the “Agreement”) and (ii) the parties desire to amend the Agreement as set forth herein.

NOW THEREFORE, in consideration of the foregoing recitals and the provisions contained herein, the adequacy and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Amendment.** The Agreement is hereby amended as follows:

1.1 Section 2 (a) of the Agreement is hereby deleted and replaced in its entirety with the following:

Annual Base Salary. As compensation for Executive’s performance of his duties hereunder, the Company shall pay to Executive a base annual salary of two-hundred fifty thousand dollars (\$250,000), starting on July 1, 2015, (the “Annual Base Salary”), payable in accordance with the normal payroll practices of Company, less required deductions for state and federal withholding tax, social security and all other employment taxes and payroll deductions.

2. **Counterparts.** This Amendment may be executed in separate counterparts, each of which so executed and delivered shall constitute an original but all such counterparts shall together constitute one and the same instrument and any one of which may be used to evidence this Amendment.

3. **Severability.** All provisions of this Amendment are severable and any provision which may be prohibited by law shall be ineffective to the extent of such prohibition without invalidating the remaining provisions of this Amendment and the parties hereto agree to cooperate to provide a legal substitute for any provision which is prohibited by law.

4. **Entire Agreement; Modifications and Amendments.** This Amendment, together with the Agreement, constitutes the entire agreement between the parties concerning the subject matter hereof and supersedes all prior agreements and understandings both oral and written, between the parties with respect to the subject matter hereof. No provision of this Amendment may be amended or waived unless such amendment or waiver is agreed to in writing, signed by the parties to this Amendment.

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IN WITNESS WHEREOF, the parties have duly executed this Amendment as of the date first written above.

RICHARD DAVIS

/s/ RICHARD DAVIS

Name: Richard Davis

ARCH THERAPEUTICS, INC.

By: /s/ TERRENCE W. NORCHI, MD

Name: Terrence W. Norchi, MD

Title: President and CEO

[Signature Page to Employment Agreement Amendment]

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