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**UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION**  
Washington, D.C. 20549

**FORM 6-K**

**REPORT OF FOREIGN PRIVATE ISSUER  
PURSUANT TO RULE 13a-16 OR 15d-16  
UNDER THE SECURITIES EXCHANGE ACT OF 1934**

**For the month of April 2019**

**Commission File Number: 001-38764**

**Aptorum Group Limited**

17<sup>th</sup> Floor, Guangdong Investment Tower  
148 Connaught Road Central  
Hong Kong

**(Address of principal executive office)**

Indicate by check mark whether the registrant files or will file annual reports under cover of Form 20-F or Form 40-F:

Form 20-F       Form 40-F

Indicate by check mark if the registrant is submitting the Form 6-K in paper as permitted by Regulation S-T Rule 101(b)(1):

Indicate by check mark if the registrant is submitting the Form 6-K in paper as permitted by Regulation S-T Rule 101(b)(7):

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## ***New Appointments***

### ***Appointment of Thomas Wai-yip Lee as Head of R&D***

On March 13, 2019, the Board of Directors (the “Board”) of Aptorum Group Limited (Nasdaq: APM) (“Aptorum” or the “Company”) appointed Dr. Lee as the Head of R&D of the Company, effective April 1, 2019.

The biographical information of Dr. Lee is set forth below.

Dr. Thomas Lee, 46, served as Chief Executive Officer and Chief Scientific Officer of Aptorum Therapeutics Limited, a wholly-owned therapeutics subsidiary of Aptorum Group Limited from January 2018 to February 2019. Prior to that, Dr. Lee served as an Assistant Professor in the School of Pharmacy, Faculty of Medicine, The Chinese University of Hong Kong from August 2013 to January 2018. Dr. Lee’s key area of research involves drug delivery with specialties including: formulation development of poorly soluble compounds, oral delivery, Nanotechnology, and similar fields.

Prior to academia, Dr. Lee accumulated big-pharma experience from the decade he spent at two global pharmaceutical companies in the U.S.. From November 2008 to July 2013 Dr. Lee worked at Celgene Corporation as a Senior Scientist of the Formulations Research & Development. From June 2003 to November 2008, Dr. Lee worked at Novartis Pharmaceuticals Corporation, as a Principal Scientist.

Dr. Lee graduated with B.Pharm. (Hons) Degree from the The Chinese University of Hong Kong in December 1995, and received his Ph.D. in Pharmaceutical Sciences (Drug Delivery) from the University of Wisconsin-Madison in the U.S in May 2003.

Dr. Lee has entered into an employment agreement, effective April 1, 2019 which amended his original agreement with the Company to reflect his new position as of Head of R&D. Other than his compensation, which shall now be USD241,121 per annum, all other terms of the original agreement remain the same.

### ***Appointment of Angel Siu-yan Ng as COO***

On March 13, 2019, our Board appointed Dr. Ng as the COO of the Company, effective on April 1, 2019.

The biographical information of Dr. Ng is set forth below.

Dr. Angel Ng, 38, served as the Chief Operating Officer (“COO”) of Aptorum Therapeutics Limited, a wholly-owned therapeutics subsidiary of Aptorum Group Limited from September 2017 to February 2019. During this time, Dr. Ng led Aptorum Therapeutics Limited and its subsidiaries’ operations and business strategies. Dr. Ng has extensive experience in project management with Innovation and Technology government funds and academic institutions.

Since September 2016, Dr. Ng works as a Research Officer cum Project Manager at The University of Hong Kong (“HKU”) in project management for various research projects including government funded project of novel medical device. During this time, Dr. Ng led the research team towards cadaveric trial for a novel soft robotics medical device and coordinated all research related agreements. During December 2014 to September 2015, Dr. Ng served as Project Manager at Hong Kong Science & Technology Parks Corporation (“HKSTP”), where she worked on technology transfer and commercialization for research and development projects through partnerships between local universities and the worldwide network and expertise of the Oxford University commercial arm. Dr. Ng also worked for The Chinese University of Hong Kong (“CUHK”) as Project Manager from September 2007 to January 2009. She managed a HK\$60M government funded R & D project with a team of specialists in CUHK where she kept close liaison with industry and government authorities. Dr. Ng was in the precision chemical machining industry from 2003 to 2007, where she managed the manufacturing team and business operations in PRC.

Dr. Ng serves as a Director of Tecford Trading & Technology Company Limited since December 2017. Dr. Ng graduated with a B.Sc (Hons) from Department of Chemistry at HKU in December 2002, received her M.Sc in Composite Materials from Imperial College London in November 2003 and obtained her Ph.D. in Mechanical Engineering from HKU in December 2015.

Dr. Ng entered into an employment agreement effective April 1, 2019 which amended her original agreement with the Company to reflect her new position as of COO; other than her compensation, which shall now be USD103,338 per annum, all other terms of her original agreement remain the same.

On April 1, 2019, the Company issued a press release announcing the appointments discussed herein. The press release is attached hereto as exhibit 99.1.

#### ***Reassignment of Personnel***

On March 13, 2019, Dr. Keith Chan resigned from his position as our Chief Scientific Officer. Dr. Chan’s decision to resign is not the result of any dispute or disagreements with the Company on any matter relating to the Company’s operations, policies or practices, in fact, Dr. Chan accepted a position on our newly created Scientific Advisory Board.

**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.

Date: April 1, 2019

**Aptorum Group Limited**

By: /s/ Ian Huen

Ian Huen  
Chief Executive Officer and  
Executive Director

EXHIBIT INDEX

<b>Exhibit No.</b>	<b>Description</b>
10.1	<a href="#">Employment Agreement with Dr. Lee, dated September 25, 2017</a>
10.2	<a href="#">Employment Agreement with Dr. Lee, dated March 13, 2019</a>
10.3	<a href="#">Employment Agreement with Dr. Ng, dated September 8, 2017</a>
10.4	<a href="#">Employment Agreement with Dr. Ng, dated March 13, 2019</a>
99.1	<a href="#">Press Release</a>



APTUS Management Limited  
Unit B, 17/F Guangdong Investment Tower, 148 Connaught Road Central, Hong Kong  
Tel: (852) 2117 6611 • Fax: (852) 2850 7286

25 September 2017

Attn: Professor Thomas Lee

Dear Professor Lee,

### **Employment Letter**

We are pleased and welcome your acceptance to be appointed as both the Chief Executive Officer and Chief Scientific Officer for **Aptorum Therapeutics Limited** (“**ATL**” or the “**Company**”). You shall be employed full-time under the hiring entity **APTUS Management Limited** (“**AML**”), an affiliated company of ATL, and both companies being wholly owned by APTUS Holdings Limited. The Company is incorporated with limited liabilities under the laws of Cayman Islands and AML is duly incorporated with limited liabilities in Hong Kong. The Company also has subsidiary companies in the Cayman Islands, Hong Kong, and Macau, whereby collectively, shall be depicted as “Aptorum” or the “Group”.

The following letter seeks to illustrate the context of your employment under AML and appointment by ATL, and the terms and conditions as set out herewith (the “Agreement”).

#### **1. The Group**

Aptorum and its affiliates focus on the licensing of, and acquisition of early stage preclinical assets with the intention to engage in drug research, development, and commercialization purposes. Assets are acquired via open and public platforms such as the technology transfer offices of accredited universities and academic institutions. In addition, the Group seeks to be a facilitator across the financing spectrum for biotech companies, entrepreneurs, and commercializing agents, to bolster innovations adding value to health care needs in the market place; and to assist in furthering the research capabilities of institutions the Group works with.

#### **2. Position and Appointment**

- (a) You will be enlisted to act as the **Chief Executive Officer (“CEO”)** and **Chief Scientific Officer (“CSO”)** for the Company as well as **Executive Director** on the board of the Company (the “Roles” or the “Appointments”).
- (b) You shall report to Mr. Ian Huen, the Chief Executive Officer and Executive Director of the Group and also Executive Director of the Company.
- (c) The Appointments are subject to the Company’s Memorandum and Articles of Association (“Articles”) and nothing in this letter shall be taken to exclude or vary the terms of the Articles as they apply to your Appointment.

#### **3. Date of Commencement**

Your official date of appointment as the Chief Executive Officer and the Chief Scientific Officer of the Company shall commence on \_\_\_\_\_ (“Effective Date”), as mutually agreed upon between yourself and the Board of Directors of the Group.

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#### 4. Duties and Responsibilities

- (a) You shall be a key member ultimately responsible for the day-to-day management decisions and supervisory requirements of the Company and its subsidiaries, and shall report on the progress and strategic developments of the Company to the Board of the Group.
- (b) You shall be responsible for leading the development and execution of the Company's long term strategy across its business segments with a view to creating shareholder value.
- (c) As the CEO of the Company, you in conjunction with the Board of the Group, shall be responsible towards the overall strategic direction of business development activities, and the implementation of long and short term plans for the Company. Other members of the Group shall also draw upon your leadership, insight, and expertise where suitable. You shall provide guidance, steering, and access of expert networks to the Company where appropriate and required.
- (d) Additionally, as the CSO of the Company, you shall also be responsible towards overseeing scientific research and development activities engaged in by the Company and its operating subsidiaries. You shall keep the management of the Group apprised on the progress and strategic developments of the Company periodically and propose strategic direction and implementation methods to further key scientific initiatives within the Group.
- (e) You shall be expected to oversee, manage, and motivate the staff and execution teams of the Company and its operating subsidiaries to execute and achieve department milestones and targets, while collaborating with other members of the Company to further Group objectives.
- (f) You shall oversee the day-to-day operations of the business of the Company; whether realizing your duties offsite at the premises of The Hong Kong Institute of Biotechnology, the premises of the Company and its facilities, or wherever reasonably sought of or required by you to perform the duties of your Roles.
- (g) You are to work in conjunction with the CEO and Board of the Group in developing long term business strategies of the Company and its subsidiaries.
- (h) You are expected to fulfill operational and leadership duties as requested by the CEO and Board of the Group, the Company, and the shareholders of the Company, on a day-to-day basis where necessary. Your contribution shall be vital and appreciated in regards to the execution of business decisions made by the Executive Board.



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Additionally, you shall during your Appointment:

- (i) Ensure the Company is appropriately organized and staffed, and communicate the hiring and termination needs for staff with the Group management as necessary to enable it to achieve the approved strategy.
- (ii) Assess the principal risks of the Company and to ensure that these risks are being monitored and managed.
- (iii) Ensure effective internal controls and management information systems are in place.
- (iv) Ensure that the Company has appropriate systems to enable it to conduct its business activities both lawfully and ethically.
- (v) Observe and comply with the Group's adopted Code of Business Conduct and Ethics, where that any waivers given to directors or executive officers must be approved by the Board of the Group.
- (vi) Observe and comply with all statutory rules, and regulations where applicable as governed by the internal policies and guidelines of the Company, and the laws of Hong Kong Special Administrative Region;
- (vii) Confirm you are able to, and will devote sufficient time to perform your Roles.
- (viii) Keep abreast of all material undertakings and activities of the Company and all material external factors affecting the Company and to ensure that processes and systems are in place to ensure that you and management of the Company are adequately informed.
- (ix) Provide traceable contact during and after office hours, on weekdays and weekends, or during public holidays, whereby your availability may occasionally and reasonably be sought.
- (x) Declare any conflicts that are apparent at present, or become apparent, between the Group and your external activities, interests, or roles. Should any potential conflicts of interest arise, you will disclose this to the Board of the Group as soon as they become apparent.
- (xi) Obtain clearance from the Board of the Group prior to dealing in publicly traded shares, whether presently or in the future, in affiliated Group companies and adhere to the Insider Trading Policy as adopted by the Company.

## 5. Salary and Bonus

- (a) Your starting salary will be **HKD 140,000** (Hong Kong Dollars One Hundred Forty Thousand) per month, paid out in an equivalent amount of thirteen (13) months per calendar year.
- (b) Annual increment of your salary will be assessed on the basis of professional merit and the Group's performance, and is awarded at the discretion of the Board of Directors of the Group and approved by the compensation committee.
- (c) With completion of one full year's service (or a pro-rata portion thereof if service is less than one year), you may be entitled to a bonus as determined at the full discretion of the Board of Directors of the Group and approval of the compensation committee. Any bonus will only be payable only if you are still in the employment of the Company on the bonus payment date which shall be payable in December or subsequent January of each calendar year.





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#### **6. Share Bonus:**

You shall be entitled to receive share bonuses with the amount, cap, timing of payouts, vesting rate and schedule, subject to the full discretion of the Company and approval of the Board of the Group and the Compensation Committee. All terms and conditions of share bonuses shall be assessed based on the overall financial position and performance of the Group, as well as your contribution and performance upon rendering services by yourself during your Appointment under this Agreement. Any particulars associated to your eligibility to share bonuses shall be definitively defined at a future date as mutually agreed upon between yourself and the Board of Directors of the Group, and as approved by the Compensation Committee.

#### **7. Share Option**

You shall be entitled to participate in the share option plans of the Company subject to the ongoing effect of your Appointments.

#### **8. Expense Reimbursements**

The Company will reimburse reasonable travelling, hotel and other expenses incurred by you in connection with the Company's business on production of appropriate receipts. This shall include full reimbursement of up to 4 trips per year that relate to you attending international conferences in order to update and maintain relevant knowledge and skillset on your part in order for you to effectively carry out the accountabilities of your Role with the Company.

#### **9. Onboarding Reimbursements**

- (a) The Company shall reimburse you for your loss of contract-end gratitude as offered by your previous contract employment for a completed 3 year term from 19 August 2016 to 18 August 2019. The foregone gratitude is calculated as 15% of your entitled salary over the same 3 year term; That is HKD [3,105,835.20] x 15% = HKD 465,875.30.
- (b) Should your previous employer penalize you due to an early termination of your employment contract, or for providing an insufficient notice period by you upon your resignation, the Company shall reimburse your cost outlay in relation to your financial penalty incurred and due to your previous employer up to a value equivalent to 1 month of your monthly salary earned from your previous employment at the time of your resignation.



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#### **10. Mandatory Provident Fund**

You will be entitled to become a member of AML's standard Mandatory Provident Fund scheme in accordance with the Company's policy and the statutory requirements.

#### **11. Medical Insurance**

You will be admitted to the Group's Medical scheme, which provides reimbursement of hospitalization, major medical, outpatient, and dental expenses ("Medical Coverage") in accordance with the terms of the scheme, as well as a standard life insurance coverage. Your role shall entitle you and your immediate family to the highest Medical Coverage bracket available to the Group's management personnel, while life insurance coverage is offered to you as an employee of the Company. The service provider and scheme for the above said coverage may be subject to review or alteration in alignment to Group business needs and conditions.

The Company shall further grant you and your dependent spouse "retirement" Medical Coverage, as pursuant to the service provider and scheme enlisted by the Company at the time, up until the age of 70 years old, under the condition that you are employed as a full-time employee of the Company until the age of 60 or more.

#### **12. Right to Publish**

The Company encourages and grants you the right to publish findings derived from research conducted by you during the term of your employment with the Company subject to such publications being made only after provisional patent filing is completed on relevant intellectual property ("IP") for jurisdictions as required by the Company and as related to the IP generated from your research. You are expected to consult the Board of the Group prior to any such said publication.

#### **13. Restriction on Other Activities**

- (a) During your employment, you shall diligently and faithfully serve the Company and not act in any way which is in conflict with the interest of the Group.
- (b) You shall not during your employment be engaged or interested directly or indirectly in any capacity in any other trade, business, occupation, or assignment outside the Company, unless otherwise approved and consented by the Board of the Group in writing.
- (c) Consult with the Chairman of the Board of the Group prior to accepting any other (or further) directorships of companies or any major external appointments and promptly inform the Board of acceptance of any such appointment.



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#### **14. Privacy of Information**

- (a) You shall not except as authorized by the Company or required by your responsibilities reveal to any person or company any of the trade secrets or any information concerning the organization, business, finances, transactions or affairs of the Group which may come to your knowledge during your contract with the Group and shall keep with complete secrecy confidential information entrusted to you and shall not use or attempt to use any such information in any manner which may injure or cause loss either directly or indirectly to the Group or may be likely to do so. This restriction shall continue to apply if and when after the termination of your appointment without limit in time.
- (b) You shall not either during the period of your appointment or afterwards use or permit to be used any books, documents, moneys, assets, records or other property belonging to or relating to any dealings, affair or business of the Group other than for the benefit of the Group. You shall immediately deliver and return to the Group all such books, documents, monies, securities, records or other property which you then have or should have in your possession upon termination of your appointment hereunder.
- (c) The Company however, agrees to provide you with any information concerning areas of interest and relevance of the Group as required by you in order to enable you to fulfill your Roles with the Company.

#### **15. Annual Holiday**

You shall be entitled to an annual leave of thirty (30) working days (exclusive of statutory holidays) during each twelve-month period to be taken at such time as the Group shall consider most convenient having regard to the requirements of the business of the Companies. The said holiday shall not be accumulated beyond each twelve-month period and if not taken in full in any particular period you shall not be entitled to salary or remuneration in lieu of taking such holiday.

You shall be entitled to leave due to unforeseen sickness of two (2) days per month up to one hundred twenty days (120) per year in accordance with the relevant employment regulations in Hong Kong.

#### **16. Termination**

Your appointment as the Executive Director, Chief Executive Officer and the Chief Scientific Officer of the Company may be terminated:

- (a) By you after giving the Company not less than three (3) months' notice in writing;
- (b) By the Company after giving you three (3) months' notice in writing; or
- (c) By the Company without notice or compensation in the event of your dishonesty, fraud, gross negligence, willful default or refusal to carry out any lawful order or instructions, or the repeated breach of any rules or regulations of the Company, or those as governed by the laws of Hong Kong Special Administrative Region.



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Please signify your acceptance of the above terms and conditions by signing and returning to us the enclosed duplicate copy of this letter.

Yours faithfully,

For and on behalf of

**APTUS MANAGEMENT LIMITED**

Agreed and accepted by:

\_\_\_\_\_  
Name: Huen Chung Yuen Ian  
Position: Director & CEO

\_\_\_\_\_  
Name: Thomas Lee

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

13 March 2019

Dr. Lee Wai Yip (Thomas)  
Present

Dear Thomas,

**Re: New Appointment as Head of Research & Development**

We refer to the employment contract entered into between the Company and you dated 25 September 2017 and hereby inform you in writing, effective 1 April 2019, you will be appointed as **Head of Research & Development** of Aptorum Group Limited (“the Group”) whereas all other current employment terms and conditions remain unchanged.

Thank you for your utmost efforts and contributions to the Group throughout the past year and wish you success in your new assignment.

Kindly signify your understanding and acceptance of the new appointment by signing and returning the duplicate of this letter to the Company.

Yours truly,

**APTUS MANAGEMENT LIMITED**  
*(A member of Aptorum Group)*

Huen Chung Yuen Ian  
Director

I understand and accept the aforesaid new appointment and hereby acknowledge receipt of the copy of this letter.

Lee Wai Yip (Thomas)  
HKID  
Date:



APTUS Management Limited  
Unit B, 17/F Guangdong Investment Tower, 148 Connaught Road Central, Hong Kong  
Tel: (852) 2117 6611 • Fax: (852) 2850 7286

8<sup>th</sup> September 2017

Attn: Ng Siu Yan

Dear Ms. Ng,

**Employment Letter**

We are pleased and welcome your acceptance to be appointed as the Chief Operating Officer for **APTUS Therapeutics Limited** (“ATL” or the “**Company**”). You shall be employed full-time under the hiring entity **APTUS Management Limited** (“AML”), an affiliated company of ATL, and both companies being wholly owned by APTUS Holdings Limited. The Company is incorporated with limited liabilities under the laws of Cayman Islands and AML is duly incorporated with limited liabilities in Hong Kong. The Company also has subsidiary companies in the Cayman Islands, Hong Kong, and Macau, whereby collectively, shall be depicted as “APTUS” or the “Group”.

The following letter seeks to illustrate the context of your employment under AML and appointment by ATL, and the terms and conditions as set out herewith (the “Agreement”).

**1. The Group**

APTUS and its affiliates focus on the licensing of, and acquisition of early stage preclinical assets with the intention to engage in drug research, development, and commercialization purposes. Assets are acquired via open and public platforms such as the technology transfer offices of accredited universities and academic institutions. In addition, the Group seeks to be a facilitator across the financing spectrum for biotech companies, entrepreneurs, and commercializing agents, to bolster innovations adding value to health care needs in the market place; and to assist in furthering the research capabilities of institutions the Group works with.

**2. Position and Responsibilities**

- (a) You will be enlisted to act as the **Chief Operating Officer** for the Company (the “Role”).
  - (b) You shall report to Mr. Ian Huen, the Chief Executive Officer and Executive Director of the Group.
  - (c) As the Chief Operating Officer of the Company, you shall be responsible towards overseeing the ongoing operations, administration, and procedures of the Company, including but not limited to the development of operational strategies, metrics tied to such strategies, and the ongoing development and monitoring of control systems designed to enhance corporate procedures and results.
  - (d) You shall be expected to oversee, manage, and motivate the staff of operations and execution teams to execute and achieve department milestones and targets, while collaborating with other members of the Company to further Group objectives.
-



APTUS Management Limited  
Unit B, 17/F Guangdong Investment Tower, 148 Connaught Road Central, Hong Kong  
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- (e) Your principal accountabilities include:
  - (i) Overseeing the day-to-day operations of the business of the Company; whether realizing your duties offsite at the premises of The University of Hong Kong, the premises of the Company and its facilities, or wherever reasonably sought of or required by you to perform the duties of your Role.
  - (ii) Assist the CEO in developing long term business strategies of the Company and its subsidiaries;
  - (iii) Assist the CEO in interfacing and coordinating third party counterparties, in particular Government departments, public servants, academic community and institutions, during multifaceted negotiations between relevant parties when engaging in matters including, but not limited to, intellectual property licensing, sponsored and contract research, Government grants and funding schemes.
  - (iv) Participate in key decisions and oversee the transaction processing systems, implement operational best practices across the Company and its subsidiaries.
  - (v) Maintain relationships with academic, public, and private sectors and institutions; represent the Company and the Group when engaging academics and public servants where relevant.
- (f) You are expected to fulfill operational and leadership duties as requested by the Chief Executive Officer, the Company, the shareholders of the Company, and members of the Executive and Non-Executive Board, on a day-to-day basis during official office hours where necessary. Your contribution shall be vital and appreciated in regards to the execution of business decisions made by the Executive Board.
- (g) You shall:
  - (i) Observe and comply with all statutory rules, and regulations where applicable as governed by the internal policies and guidelines of the Company, and the laws of Hong Kong Special Administrative Region;
  - (ii) Provide traceable contact during and after office hours, on weekdays and weekends, or during public holidays, whereby your availability may occasionally and reasonably be sought.

### 3. Date of Commencement

Your official date of appointment as the Chief Operating Officer of the Company shall commence on **18<sup>th</sup> September 2017** ("Effective Date"), as mutually agreed upon between yourself and the Executive Board of Directors of the Company.



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#### 4. Salary and Bonus

- (a) Your starting salary will be **HKD 60,000** (Hong Kong Dollars Sixty Thousand) per month, paid out in an equivalent amount of thirteen months per calendar year.
- (b) Annual increment of your salary will be assessed on the basis of professional merit and the Group's performance, and is awarded at the discretion of the Board of Directors of the Company and approved by the remuneration committee.
- (c) With completion of one full year's service (or a pro-rata portion thereof if service is less than one year), you may be entitled to a bonus as determined at the full discretion of the Board of Directors of the Company and approval of the remuneration committee. Any bonus will only be payable only if you are still in the employment of the Company on the bonus payment date which shall be payable in December or subsequent January of each calendar year.

#### 5. Mandatory Provident Fund

You will be entitled to become a member of AML's standard Mandatory Provident Fund scheme in accordance with the Company's policy and the statutory requirements.

#### 6. Medical Insurance

You will be admitted to the Group's Medical scheme, which provides reimbursement of consultation and hospitalization expenses in accordance with the terms of the scheme. Your role shall entitle you and your immediate family to the highest coverage bracket available to the Group's management personnel, where the service provider and scheme may be subject to review or alteration in alignment to Group business needs and conditions.

#### 7. Privacy of Information

- (a) You shall not except as authorized by the Company or required by your responsibilities reveal to any person or company any of the trade secrets or any information concerning the organization, business, finances, transactions or affairs of the Group which may come to your knowledge during your contract with the Group and shall keep with complete secrecy confidential information entrusted to you and shall not use or attempt to use any such information in any manner which may injure or cause loss either directly or indirectly to the Group or may be likely to do so. This restriction shall continue to apply if and when after the termination of your appointment without limit in time.
- (b) You shall not either during the period of your appointment or afterwards use or permit to be used any books, documents, moneys, assets, records or other property belonging to or relating to any dealings, affair or business of the Group other than for the benefit of the Group. You shall immediately deliver and return to the Group all such books, documents, monies, securities, records or other property which you then have or should have in your possession upon termination of your appointment hereunder.
- (c) The Company however, agrees to provide you with any information concerning areas of interest and relevance of the Group as required by you in order to enable you to fulfill your role as the Chief Operating Officer of the Company.





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## 8. Annual Holiday

You shall be entitled to an annual leave of 25 working days (exclusive of statutory holidays) during each twelve-month period to be taken at such time as the Group shall consider most convenient having regard to the requirements of the business of the Companies. The said holiday shall not be accumulated beyond each twelve-month period and if not taken in full in any particular period you shall not be entitled to salary or remuneration in lieu of taking such holiday.

## 9. Termination

Your appointment as the Chief Operating Officer of the Company may be terminated:

- (a) By you after giving the Company not less than three (3) months' notice in writing;
- (b) By the Company after giving you three (3) months' notice in writing; or
- (c) By the Company without notice or compensation in the event of your dishonesty, fraud, gross negligence, willful default or refusal to carry out any lawful order or instructions, or the repeated breach of any rules or regulations of the Company, or those as governed by the laws of Hong Kong Special Administrative Region.

Please signify your acceptance of the above terms and conditions by signing and returning to us the enclosed duplicate copy of this letter.

Yours faithfully,

For and on behalf of

**APTUS MANAGEMENT LIMITED**

Agreed and accepted by:

\_\_\_\_\_  
Name: Huen Chung Yuen Ian  
Position: Director & CEO

\_\_\_\_\_  
Name: Ng Siu Yan

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

13 March 2019

Dr. Ng Siu Yan (Angel)  
Present

Dear Angel,

**Re: New Appointment as Chief Operating Officer**

We refer to the employment contract entered into between the Company and you dated 8 September 2017 and hereby inform you in writing, effective 1 April 2019, you will be appointed as **Chief Operating Officer** of Aptorum Group Limited (“the Group”) whereas all other current employment terms and conditions remain unchanged.

Thank you for your utmost efforts and contributions to the Group throughout the past year and wish you success in your new assignment.

Kindly signify your understanding and acceptance of the new appointment by signing and returning the duplicate of this letter to the Company.

Yours truly,

**APTUS MANAGEMENT LIMITED**  
*(A member of Aptorum Group)*

Huen Chung Yuen Ian  
Director

I understand and accept the aforesaid new appointment and hereby acknowledge receipt of the copy of this letter.

Ng Siu Yan (Angel)  
HKID  
Date:



Aptorum Group Limited  
17/F Guangdong Investment Tower, 148 Connaught Road Central, Hong Kong  
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## **Aptorum Group Limited Announces Appointment of Head of R&D and Chief Operating Officer**

Hong Kong, April 1, 2019

Aptorum Group Limited (Nasdaq: APM) (“Aptorum”) announced today, the appointment of Dr. Thomas Wai-yip Lee as Head of Research and Development (“Head of R&D”) and Dr. Angel Siu-yan Ng as Chief Operating Officer (“COO”) of Aptorum, effective on April 1, 2019.

Dr. Thomas Lee joined Aptorum in January 2018 as the Chief Executive Officer and Chief Scientific Officer of Aptorum Therapeutics Limited, a wholly-owned subsidiary of Aptorum. Before joining Aptorum, Dr. Lee was an Assistant Professor at the School of Pharmacy at The Chinese University of Hong Kong. His key area of research involves drug delivery with specialties on formulation development of poorly soluble compounds, oral delivery, nanotechnology, and similar fields. Prior to academia, Dr. Lee accumulated big-pharma experience from spending a decade at two global pharmaceutical companies in the U.S.

Dr. Angel Ng joined Aptorum in September 2017 as Chief Operating Officer of Aptorum Therapeutics Limited. Dr. Ng leads Aptorum and its subsidiary companies’ operations and business strategies. Dr. Ng has extensive experience in project management with Innovation and Technology government funds and academic institutions. She also worked on technology transfer and commercialization for research and development projects.

At the same time, Dr. Keith Kwei-hang Chan, Chief Scientific Officer (“CSO”) of Aptorum, will transition to serve as a key member of our newly formed Scientific Advisory Board, effective on April 1, 2019.

“I am pleased to announce the expansion of our management team. Dr. Lee has gained solid research and development experience from academia and big pharma, and Dr. Ng has extensive experience in operations and project management. Their expertise and experience will be most invaluable in advancing Aptorum’s pipeline.” said Mr. Ian Huen, the Founder, Executive Director and Chief Executive Officer of Aptorum. “We also thank Dr. Chan for his significant contributions to Aptorum during his term as CSO, and for his continuous support to Aptorum’s development by serving on the Scientific Advisory Board.”

### **About Aptorum Group Limited**

We are a Hong Kong based pharmaceutical company currently in the preclinical stage, dedicated to developing and commercializing a broad range of therapeutic and diagnostic technologies to tackle unmet medical needs. We are pursuing therapeutic and diagnostic projects in neurology, infectious diseases, gastroenterology, oncology and other disease areas. We also have projects focused on non-therapeutic area such as surgical robotics as well as the operations of our medical clinic in Hong Kong, Talem Medical, with the initial focus on treatment of chronic diseases resulting from modern sedentary lifestyles and aging population.

For more information about the Company, please visit [www.aptorumgroup.com](http://www.aptorumgroup.com).

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## Forward-Looking Statements

This press release includes statements concerning Aptorum Group Limited and its future expectations, plans and prospects that constitute “forward-looking statements” within the meaning of the Private Securities Litigation Reform Act of 1995. For this purpose, any statements contained herein that are not statements of historical fact may be deemed to be forward-looking statements. In some cases, you can identify forward-looking statements by terms such as “may,” “should,” “expects,” “plans,” “anticipates,” “could,” “intends,” “target,” “projects,” “contemplates,” “believes,” “estimates,” “predicts,” “potential,” or “continue,” or the negative of these terms or other similar expressions. Aptorum has based these forward-looking statements largely on its current expectations and projections about future events and trends that it believes may affect its business, financial condition and results of operations. These forward-looking statements speak only as of the date of this press release and are subject to a number of risks, uncertainties and assumptions including, without limitation, risks related to its announced management and organizational changes, the continued service and availability of key personnel, its ability to expand its product assortments by offering additional products for additional consumer segments, the company’s anticipated growth strategies, anticipated trends and challenges in its business, and its expectations regarding, and the stability of, its supply chain, and the risks more fully described in Aptorum’s Prospectus (File No. 333-227198) filed with the U.S. Securities and Exchange Commission (the “SEC”) on December 4, 2018 and other filings that Aptorum may make with the SEC in the future. Aptorum assumes no obligation to update any forward-looking statements contained in this press release as a result of new information, future events or otherwise.

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