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

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**FORM 6-K**

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

April 12, 2024

(Commission File No. 001-38475)

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**ASLAN PHARMACEUTICALS LIMITED**  
(REG. NO. 289175)  
(Translation of registrant's name into English)

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**CAYMAN ISLANDS**  
(Jurisdiction of incorporation or organisation)  
**3 Temasek Avenue**  
**Level 18 Centennial Tower**  
**Singapore 039190**  
(Address of principal executive office)

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

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## First Quarter 2024 Cash Update

ASLAN Pharmaceuticals Limited (the “Company”) estimates that its cash and cash equivalents were approximately \$18.4 million as of March 31, 2024. This amount is preliminary, has not been reviewed and is subject to change upon completion of the Company’s consolidated financial statements as of and for the three months ended March 31, 2024. The Company’s independent registered public accounting firm has not audited, reviewed or performed any procedures with respect to these preliminary results and, accordingly, does not express an opinion or any other form of assurance about them. Additional information and disclosures would be required for a more complete understanding of our liquidity, financial position and results of operations as of March 31, 2024.

## ATM Sale Agreement

As previously disclosed in the Form 6-K filed with the Securities and Exchange Commission (“SEC”) on October 9, 2020, the Company entered into an Open Market Sale Agreement<sup>SM</sup> on October 9, 2020, as subsequently amended on September 13, 2022 (the “Sale Agreement”) with Jefferies LLC to issue and sell American Depositary Shares of the Company (“ADSs”), with each ADS representing twenty-five ordinary shares of the Company, from time to time, through an at-the-market offering under which Jefferies LLC will act as sales agent and/or principal (the “Agent”).

On April 12, 2024, the Company filed a prospectus supplement relating to the sale of the ADSs (the “Prospectus Supplement”), pursuant to which the Company may offer and sell ADSs having an aggregate offering price of up to \$12,000,000 from time to time through the Agent. The Prospectus Supplement was filed under the Company’s shelf registration statement on Form F-3 (Registration No. 333-270835) (the “Registration Statement”), which was initially filed with the Securities and Exchange Commission on March 24, 2023, and which became effective on April 6, 2023.

On April 12, 2024, the Company and the Agent entered into a second amendment to the Sale Agreement (the “Second Amendment”) to, among other things, reference the Registration Statement.

A copy of the Second Amendment is attached hereto as Exhibit 99.1 and is incorporated herein by reference. The foregoing description of the Second Amendment does not purport to be complete and is qualified in its entirety by reference to such exhibit.

A copy of the opinion of Walkers (Singapore) Limited Liability Partnership relating to the validity of the securities to be issued in accordance with the Sale Agreement is filed herewith as Exhibit 5.1.

The information contained in this Form 6-K, including Exhibit 5.1, is hereby incorporated by reference into the Company’s Registration Statement on Form F-3 (File No. 333-254768), Registration Statement on Form F-3 (File No. 333-270835), Registration Statement on Form F-3 (File No. 333-270837), Registration Statement on Form F-3 (File No. 333-278217), Registration Statement on Form S-8 (File No. 333-252118), Registration Statement on Form S-8 (File No. 333-263843), Registration Statement on Form S-8 (File No. 333-270832) and Registration Statement on Form S-8 (File No. 333-278634).

## Forward Looking Statements

This Form 6-K contains forward-looking statements. These statements are based on the current beliefs and expectations of the management of the Company. These forward-looking statements may include, but are not limited to, statements regarding the Company’s preliminary estimates of cash and cash equivalents as of March 31, 2024. The Company’s estimates, projections and other forward-looking statements are based on management’s current assumptions and expectations of future events and trends, which affect or may affect the Company’s business, strategy, operations or financial performance, and inherently involve significant known and unknown risks and uncertainties. Actual results and the timing of events could differ materially from those anticipated in such forward-looking statements as a result of these risks and uncertainties. Such risks and uncertainties include, but are not limited to, the risk that actual cash and cash equivalents, based on the completion of financial closing procedures of complete first quarter 2024 results, may vary from projections. Other factors that may cause actual results to differ from those expressed or implied in such forward-looking statements are described in the Company’s SEC filings and reports (Commission File No. 001-38475), including the Company’s Form 20-F filed with the SEC on April 12, 2024. All statements other than statements of historical fact are forward-looking statements. The words “believe,” “may,” “might,” “could,” “will,” “aim,” “estimate,” “continue,” “anticipate,” “intend,” “expect,” “plan,” or the negative of those terms, and

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similar expressions that convey uncertainty of future events or outcomes are intended to identify estimates, projections and other forward-looking statements. Estimates, projections and other forward-looking statements speak only as of the date they were made, and, except to the extent required by law, the Company undertakes no obligation to update or review any estimate, projection or forward-looking statement.

## Exhibits

<b>Exhibit Number</b>	<b>Exhibit Description</b>
5.1	<a href="#">Opinion of Walkers (Singapore) Limited Liability Partnership, Cayman Islands counsel to the Company.</a>
23.1	<a href="#">Consent of Walkers (Singapore) Limited Liability Partnership (included in Exhibit 5.1).</a>
99.1	<a href="#">Amendment No. 2 to the Open Market Sale Agreement<sup>SM</sup>, dated as of April 12, 2024, by and between the Company and Jefferies LLC.</a>

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**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 hereto duly authorized.

ASLAN PHARMACEUTICALS LIMITED  
(Registrant)

By: /s/ Kiran Kumar Asarpota

Name: Kiran Kumar Asarpota  
Title: Chief Operating Officer

Date: April 12, 2024

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12 April 2024

Our Ref: JT/MK/A6231-S14962

**ASLAN Pharmaceuticals Limited**

Walkers Corporate Limited  
190 Elgin Avenue  
George Town  
Grand Cayman KY1-9008  
Cayman Islands

Dear Sirs

**ASLAN Pharmaceuticals Limited**

We have acted as Cayman Islands legal advisers to ASLAN Pharmaceuticals Limited (the "**Company**") in connection with the offering by the Company of up to \$12,000,000 of the Company's American Depositary Shares (the "**ADSs**"), each representing twenty five ordinary shares (the "**Ordinary Shares**"), through Jefferies LLC (the "**Agent**"), pursuant to the Open Market Sale Agreement<sup>SM</sup>, dated 9 October 2020, as amended on 13 September 2022 and 12 April 2024 (the "**Sale Agreement**," and such ADSs, the "**Offered ADSs**"), by and between the Company and the Agent. The Offered ADSs will be issued pursuant to the Company's registration statement on Form F-3 (File No. 333-270835) (the "**Registration Statement**") filed with the Securities and Exchange Commission (the "**Commission**") under the Securities Act of 1933, as amended (the "**Securities Act**"), the prospectus contained therein, and the prospectus supplement dated 12 April 2024, forming a part of such prospectus (the "**Prospectus Supplement**") filed with the Commission pursuant to Rule 424(b) under the Securities Act. We are furnishing this opinion as exhibit 5.1 to the Company's Report on Form 6-K filed with the Commission on 12 April 2024 (the "**Current Report**").

For the purposes of giving this opinion, we have examined and relied upon the originals, copies or translations of the documents listed in Schedule 1.

In giving this opinion we have relied upon the assumptions set out in Schedule 2, which we have not independently verified.

We are Cayman Islands Attorneys at Law and express no opinion as to any laws other than the laws of the Cayman Islands in force and as interpreted at the date of this opinion. We have not, for the purposes of this opinion, made any investigation of the laws, rules or regulations of any other jurisdiction. Except as explicitly stated herein, we express no opinion in relation to any representation or warranty contained in any of the documents cited in this opinion nor upon matters of fact or the commercial terms of the transactions the subject of this opinion.

We have also assumed that (i) prior to the issuance of any Offered ADSs under the Sale Agreement, the price, number of Offered ADSs, and certain other terms of issuance with respect to any specific issuance notice delivered under the Sale Agreement (an "**Issuance Notice**") will be authorized and approved by the Company's board of directors or a duly authorized committee thereof in accordance with the laws of the Cayman Islands (the "**Corporate Proceedings**") and (ii) upon the issuance of any Offered ADSs, the total number of Ordinary Shares issued and outstanding will not exceed the total number of Ordinary Shares that the Company is then authorized to issue under its Amended and Restated Memorandum and Articles of Association.

**Walkers (Singapore) Limited Liability Partnership**

UEN/Reg. No. T09LL0833E

3 Church Street, 16-02 Samsung Hub, Singapore 049483

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Bermuda | British Virgin Islands | Cayman Islands | Dubai | Dublin | Guernsey | Hong Kong | Jersey | London | Singapore

Based upon the examinations and assumptions stated herein and upon such searches as we have conducted and having regard to legal considerations which we consider relevant, and subject to the qualifications set out in Schedule 3, and under the laws of the Cayman Islands, we give the following opinions in relation to the matters set out below.

1. The Company is an exempted company duly incorporated with limited liability, validly existing under the laws of the Cayman Islands and is in good standing with the Registrar of Companies in the Cayman Islands.
2. The authorised share capital of the Company is currently US\$50,000,000 divided into 5,000,000,000 ordinary shares of a nominal or par value of US\$0.01 each.
3. Assuming the completion of the Corporate Proceedings in connection with the delivery of a specific Issuance Notice, the issue and allotment of the Ordinary Shares underlying the Offered ADSs to be offered and sold under the Sale Agreement has been duly authorised. When allotted, issued and fully paid for as contemplated in the Sale Agreement, and when appropriate entries have been made in the Register of Members of the Company, the Ordinary Shares to be issued by the Company will be validly issued, allotted, fully paid and non-assessable, and there will be no further obligation on the holder of any of the Ordinary Shares to make any further payment to the Company in respect of such Ordinary Shares.

We hereby consent to the use of this opinion in, and the filing hereof, as an exhibit to the Current Report and to the reference to our firm under the headings "Enforcement of Civil Liabilities", "Legal Matters" and elsewhere in the Prospectus Supplement. In giving such consent, we do not thereby admit that we come within the category of persons whose consent is required under Section 7 of the Securities Act or the rules and regulations of the Commission thereunder.

This opinion is limited to the matters referred to herein and shall not be construed as extending to any other matter or document not referred to herein.

This opinion shall be construed in accordance with the laws of the Cayman Islands.

Yours faithfully

/s/ Walkers (Singapore) Limited Liability Partnership  
**Walkers (Singapore) Limited Liability Partnership**

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## SCHEDULE 1

## LIST OF DOCUMENTS EXAMINED

4. The Certificate of Incorporation dated 23 June 2014, the Twelfth Amended and Restated Memorandum and Articles of Association as adopted on 24 January 2024 by special resolution passed on 24 January 2024 (the "**Memorandum and Articles**"), Register of Members and Register of Directors, in each case, of the Company, copies of which have been provided to us by its registered office in the Cayman Islands and/or the Company's advisers (together the "**Company Records**").
  5. A copy of a Certificate of Good Standing dated 11 April 2024 in respect of the Company issued by the Registrar (the "**Certificate of Good Standing**").
  6. Copies of executed minutes of meetings of the Board of Directors of the Company dated, respectively, 10 September 2018, 7 November 2018, 6 January 2019, 26 April 2019, 13 May 2019, 30 September 2019, 4 October 2019, 17 July 2020 and 7 September 2020 setting out the resolutions adopted at each such meeting and a copies of executed written resolutions of the ATM Committee of the Board of the Company dated 11 September 2020, 28 September 2020, 10 December 2020, 16 February 2021, 6 August 2021, 31 August 2022, 24 March 2023, 17 May 2023, 19 June 2023, 6 July 2023 and 12 April 2024.
  7. A certificate from an officer of the Company dated 12 April 2024 (the "**Officer's Certificate**").
  8. The Registration Statement.
  9. The Prospectus Supplement.
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**SCHEDULE 2****ASSUMPTIONS**

1. The originals of all documents examined in connection with this opinion are authentic. All documents purporting to be sealed have been so sealed. All copies are complete and conform to their originals.
  2. The Company Records are complete and accurate and all matters required by law and the Memorandum and Articles to be recorded therein are completely and accurately so recorded.
  3. The Officer's Certificate is true and correct as of the date hereof.
  4. The conversion of any shares in the capital of the Company will be effected via legally available means under Cayman law.
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**SCHEDULE 3****QUALIFICATIONS**

1. Our opinion as to good standing is based solely upon receipt of the Certificate of Good Standing issued by the Registrar. The Company shall be deemed to be in good standing under section 200A of the Companies Act on the date of issue of the certificate if all fees and penalties under the Companies Act have been paid and the Registrar has no knowledge that the Company is in default under the Companies Act.
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**AMENDMENT NO. 2 TO THE OPEN MARKET SALE AGREEMENT<sup>SM</sup>**

April 12, 2024

JEFFERIES LLC  
520 Madison Avenue  
New York, New York 10022

Ladies and Gentlemen:

This Amendment No. 2 to the Open Market Sale Agreement<sup>SM</sup> (this “**Amendment No. 2**”) is entered into as of the date first written above by ASLAN Pharmaceuticals Limited, an exempted company incorporated with limited liability in the Cayman Islands (the “**Company**”), and Jefferies LLC (“**Agent**”), which are parties to that certain Open Market Sale Agreement<sup>SM</sup>, dated October 9, 2020 (the “**Original Agreement**”), as amended on September 13, 2022 (the “**Amendment No. 1**” and collectively with the Original Agreement, the “**Sale Agreement**”). All capitalized terms not defined herein shall have the meanings ascribed to them in the Sale Agreement. The parties, intending to be legally bound, hereby amend the Sale Agreement as follows:

1. The term “**Settlement Date**” as defined in Section 1 to the Sale Agreement is hereby deleted in its entirety and replaced with the following:

“**Settlement Date**” means the second business day following each Trading Day (or such earlier day as is industry practice for regular-way trading) during the period set forth in the Issuance Notice on which Shares are sold pursuant to this Agreement, when the Company shall deliver to the Agent the amount of Shares sold on such Trading Day and the Agent shall deliver to the Company the Issuance Price received on such sales.”

2. The first sentence of Section 2(a) to the Sale Agreement is hereby deleted in its entirety and replaced with the following:

“(a) Registration Statement. The Company has prepared and filed with the Commission a shelf registration statement on Form F-3 (File No. 333-270835) that contains a base prospectus (the “**Base Prospectus**”).”

3. The Company hereby represents and warrants that the representations and warranties of the Company as set forth in Section 2 of the Sale Agreement (except as modified herein) are true and correct as of the date of this Amendment No. 2, save with respect to Section 2(f) to the Sale Agreement, the Company ceased to be an “emerging growth company” as of January 1, 2024.

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4. The Sale Agreement, as amended by this Amendment No. 2, represents the entire agreement between the Company, on the one hand, and the Agent, on the other hand, with respect to the subject matter thereof and hereof and supersede all prior and contemporaneous agreements, understandings, inducements and conditions, express or implied, oral or written, of any nature whatsoever with respect to the subject matter hereof. Except as specifically amended hereby in this Amendment No. 2, all of the terms of the Sale Agreement shall remain in full force and effect and are hereby ratified and confirmed in all respects. Neither this Amendment No. 2 nor any term hereof may be amended except pursuant to a written instrument executed by the Company and the Agent. In the event that any one or more of the provisions contained herein, or the application thereof in any circumstance, is held invalid, illegal or unenforceable as written by a court of competent jurisdiction, then such provision shall be given full force and effect to the fullest possible extent that it is valid, legal and enforceable, and the remainder of the terms and provisions herein shall be construed as if such invalid, illegal or unenforceable term or provision was not contained herein, but only to the extent that giving effect to such provision and the remainder of the terms and provisions hereof shall be in accordance with the intent of the parties as reflected in this Amendment No. 2. All references in the Sale Agreement to the "Agreement" shall mean the Original Agreement as amended by the Amendment No. 1 and this Amendment No. 2; *provided, however*, that all references to the "date of this Agreement" in the Original Agreement shall continue to refer to the date of the Original Agreement.

5. This Amendment No. 2 shall be governed by and construed in accordance with the internal laws of the State of New York applicable to agreements made and to be performed in such state. Any legal suit, action or proceeding arising out of or based upon this Amendment No. 2 or the transactions contemplated hereby may be instituted in the federal courts of the United States of America located in the Borough of Manhattan in the City of New York or the courts of the State of New York in each case located in the Borough of Manhattan in the City of New York (collectively, the "**Specified Courts**"), and each party irrevocably submits to the exclusive jurisdiction (except for proceedings instituted in regard to the enforcement of a judgment of any such court, as to which such jurisdiction is non-exclusive) of such courts in any such suit, action or proceeding. Service of any process, summons, notice or document by mail to such party's address set forth in the Sale Agreement shall be effective service of process for any suit, action or other proceeding brought in any such court. The parties irrevocably and unconditionally waive any objection to the laying of venue of any suit, action or other proceeding in the Specified Courts and irrevocably and unconditionally waive and agree not to plead or claim in any such court that any such suit, action or other proceeding brought in any such court has been brought in an inconvenient forum.

6. This Amendment No. 2 may be executed in two or more counterparts, each one of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument. Any signature to this Amendment No. 2 may be delivered by facsimile transmission, electronic mail delivery (including portable document format (PDF) file) or any electronic signature complying with the U.S. federal ESIGN Act of 2000 or the New York Electronic Signature and Records Act or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes to the fullest extent permitted by applicable law.

*[Remainder of Page Intentionally Blank]*

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If the foregoing correctly sets forth the understanding between the Company and the Agent, please so indicate in the space provided below for that purpose, whereupon this letter shall constitute a binding amendment to the Sale Agreement between the Company and the Agent.

Very truly yours,

**JEFFERIES LLC**

By: /s/ Donald Lynaugh

Name: Donald Lynaugh

Title: Managing Director

**ACCEPTED as of the date first-above written:**

**ASLAN PHARMACEUTICALS LIMITED**

By: /s/ Kiran Kumar Asarpota

Name: Kiran Kumar Asarpota

Title: Chief Operating Officer

*[Signature Page to Amendment No. 2 to the Open Market Sale Agreement<sup>SM</sup>]*

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