
**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**

**February 10, 2016
Date of Report**

TAPIMMUNE INC.

(Exact name of registrant as specified in its charter)

Nevada
(State or other jurisdiction
of incorporation)

000-27239
(Commission
File Number)

45-4497941
(IRS Employer
Identification No.)

**50 N. Laura Street, Suite 2500
Jacksonville, FL**
(Address of principal executive offices)

32202
(Zip Code)

(206) 504-7278
Registrant's telephone number, including area code

N/A
(Former name or former address, if changed since last report)

Check the appropriate box below if the Form 8-K 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))
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Item 1.01 Entry into a Material Definitive Agreement

On February 10, 2016, TapImmune Inc. (the Company” or “TapImmune”) entered into a Second Amendment to the Consulting Agreement (the “Second Amendment”) with Dr. John Bonfiglio, a director of the Company. The Second Amendment was approved by the Company’s Audit Committee. The Second Amendment extends the term of the Consulting Agreement from February 10, 2016 to August 10, 2016. All other terms of the Consulting Agreement remain in full force and effect.

Item 9.01 Financial Statements and Exhibits.**(d) Exhibits**

Exhibit No.	Description
10.1	Consulting Agreement between TapImmune Inc. and John Bonfiglio, dated as of February 10, 2015.*
10.2	Amendment to Consulting Agreement between TapImmune Inc. and John Bonfiglio dated as of June 12, 2015.
10.3	Second Amendment to the Consulting Agreement by and between TapImmune Inc. and John Bonfiglio dated as of February 10, 2016.

* Incorporated by reference to Form 8-K filed on July 30, 2015

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.

TAPIMMUNE INC.

Date: February 16, 2016

By: /s/ Glynn Wilson
Name: Glynn Wilson
Title: Chairman and CEO

AMENDMENT TO CONSULTING AGREEMENT

THIS AMENDMENT TO CONSULTING AGREEMENT is made and entered into this 12th day of June, 2015, by and between TapImmune Inc. (the "Company") and Dr. John Bonfiglio ("Consultant"), and amends that certain Consulting Agreement between the Company and Consultant, dated February 10, 2015 (the "Consulting Agreement").

WITNESSETH:

WHEREAS, the Company desires a greater time commitment from Consultant to assist the Company, and the Consultant is willing to devote additional time thereto;

NOW, THEREFORE, for and in consideration of the premises and the mutual covenants contained herein, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Paragraph 4 of the Consulting Agreement is hereby amended to increase the monthly cash fee from Ten Thousand Dollars (\$10,000.00) per month to Fifteen Thousand Dollars (\$15,000.00) per month for each month spent performing Consultant's duties under the Consulting Agreement.

2. EXHIBIT A attached to the Consulting Agreement is hereby amended to increase the number of hours that Consultant shall perform these services from "up to 80 hours per month" to "up to 120 hours per month."

3. Except as specifically modified by this Amendment, all other terms and conditions of the Consulting Agreement shall remain in full force and effect and the same are hereby ratified and confirmed.

4. This Amendment may be executed in one or more counterparts (including by electronic means), each counterpart is deemed an original, and all counterparts collectively constitute one and the same document.

IN WITNESS WHEREOF, the parties have executed this Agreement on day and year first above written.

CONSULTANT:

COMPANY:

TapImmune Inc.

/s/ John Bonfiglio
Dr. John Bonfiglio

By: /s/ Glynn Wilson
Dr. Glynn Wilson, Chief Executive Officer

SECOND AMENDMENT TO CONSULTING AGREEMENT

THIS SECOND AMENDMENT TO CONSULTING AGREEMENT is made and entered into this 10th day of February, 2016, by and between TapImmune Inc. (the "Company") and Dr. John Bonfiglio ("Consultant"), and amends that certain Consulting Agreement between the Company and Consultant, dated February 10, 2015, as amended by the Amendment to the Consulting Agreement dated June 12, 2015 (together the "Consulting Agreement").

WHEREAS, the Company and Consultant desire to extend the term of the Consulting Agreement which currently expires on February 10, 2016 by for an additional one hundred and eighty (180) days in order to continue to receive the services of Consultant;

NOW, THEREFORE, for and in consideration of the premises and the mutual covenants contained herein, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Paragraph 3 of the Consulting Agreement is hereby amended to delete the reference to "February 10, 2016" and replace it with "August 10, 2016".
2. Except as specifically modified by this Amendment, all other terms and conditions of the Consulting Agreement shall remain in full force and effect and the same are hereby ratified and confirmed.
3. This Amendment may be executed in one or more counterparts (including by electronic means), each counterpart is deemed an original, and all counterparts collectively constitute one and the same document.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first above written.

CONSULTANT:

/s/ John Bonfiglio
Dr. John Bonfiglio

COMPANY:

TapImmune, Inc.
By: /s/ Glynn Wilson
Dr. Glynn Wilson, Chief Executive Officer