Prospectus Supplement No. 1 File Pursuant to Rule 424(b)(3)
(to Prospectus dated August 7, 2015) Registration Statement No. 333-205757

TapImmune Inc.

24,640,000 Shares of Common Stock

This prospectus supplement no. 1 supplements the prospectus dated August 7, 2015, which forms a part of our registration statement Form S-1 (Registration Statement No. 333-205757) relating to the resale of up to 24,640,000 shares of our common stock by the selling stockholders named in the "Selling Stockholders" section of the prospectus. We will not receive any proceeds from the sale of our shares by the selling stockholders.

This prospectus supplement is being filed to update and supplement the information included or incorporated by reference in the prospectus with the information contained in our Quarterly Report on Form 10-Q, filed with the Securities and Exchange Commission on November 16, 2015 (the "Report"). Accordingly, we have attached the Report to this prospectus supplement.

The attached information amends and supplements certain information contained in the prospectus. This prospectus supplement is not complete without, and should not be delivered or utilized, except in conjunction with the prospectus, including any supplements and amendments thereto. You should read this prospectus supplement in conjunction with the prospectus, including any supplements and amendments thereto.

Our common stock is traded on the OTCQB marketplace under the symbol "TPIV." On November 16, 2015, the last reported closing price of our common stock was $0.64 per share.

Investing in our common stock involves risks. You should carefully consider the risk factors for our business, our industry and our securities, which begin on page 1 of the prospectus, as well as any updates to such risk factors included in any supplements and amendments thereto.

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 is November 16, 2015.

PART I – FINANCIAL INFORMATION

Item 1. Financial Statements

TAPIMMUNE INC.
CONDENSED CONSOLIDATED BALANCE SHEETS
(Unaudited)

	September 30, 2015	December 31, 2014
ASSETS		
Current Assets		
Cash	$ 6,087,016	$ 141,944
Prepaid expenses and deposits	138,286	82,504
	$ 6,225,302	$ 224,448
LIABILITIES AND STOCKHOLDERS' EQUITY (DEFICIT)		
Current Liabilities		
Accounts payable and accrued liabilities	$ 874,628	$ 693,362
Research agreement obligations	492,365	492,365
Derivative liability – warrants	7,426,684	9,415
Promissory notes	52,942	52,942
	8,846,619	1,248,084
COMMITMENTS AND CONTINGENCIES		
Stockholders' Equity (Deficit)		
Convertible preferred stock, $0.001 par value — 10,000,000 shares authorized:		
Series A, $0.001 par value, 1,250,000 shares designated, -0- shares issued and outstanding as of September 30, 2015 and December 31, 2014	-	-
Series B, $0.001 par value, 1,500,000 shares designated, -0- shares issued and outstanding as of September 30, 2015 and December 31, 2014	-	-
Common stock, $0.001 par value, 500,000,000 shares authorized		
62,890,763 shares issued and outstanding (2014 – 20,318,815)	62,891	20,319
Additional paid-in capital	100,568,900	85,265,776
Accumulated deficit	(103,253,108)	(86,309,731)
	(2,621,317)	(1,023,636)
	$ 6,225,302	$ 224,448

The accompanying notes are an integral part of these condensed consolidated financial statements.

TAPIMMUNE INC.
CONDENSED CONSOLIDATED STATEMENTS OF OPERATIONS AND COMPREHENSIVE INCOME (LOSS)
(UNAUDITED)

	Three Months Ended September 30,		Nine Months Ended September 30,	
	2015	2014	2015	2014
Operating expenses:				
General and administrative	$ 968,759	$ 1,351,209	$ 2,324,432	$ 2,899,181
Research and development	769,219	32,500	1,579,754	77,500
	1,737,978	1,383,709	3,904,186	2,976,681
Loss from Operations	(1,737,978)	(1,383,709)	(3,904,186)	(2,976,681)
Other Income (Expense)				
Foreign exchange gain	-	-	775	-
Changes in fair value of derivative liabilities	4,246,663	(74,062)	(4,759,269)	243,475
Accretion of interest on convertible debt	-	-	-	(492,296)
Inducement expense	-	-	(8,256,000)	-
Interest and finance charges	-	(15,425)	-	(83,247)
Shares issued in settlement agreement	(24,697)	-	(24,697)	-
Loss on settlement of debt	-	(94,640)	-	(26,837,837)
Net Income (Loss) for the Period	$ 2,483,988	$ (1,567,836)	$ (16,943,377)	$ (30,146,586)
Other comprehensive income (loss)				
Foreign exchange translation adjustment	-	2,972	-	2,765
TOTAL COMPREHENSIVE INCOME (LOSS)	$ 2,483,988	$ (1,564,864)	$ (16,943,377)	$ (30,143,821)
Basic Net Income (Loss) per Share	$ 0.05	$ (0.09)	$ (0.46)	$ (2.27)
Diluted Net Income (Loss) per Share	$ 0.03	$ (0.09)	$ (0.46)	$ (2.27)
Weighted Average Number of Common Shares Outstanding, Basic	48,585,003	17,310,708	36,651,565	13,292,886
Weighted Average Number of Common Shares Outstanding, Diluted	80,944,993	17,310,708	36,651,565	13,292,886

The accompanying notes are an integral part of these condensed consolidated financial statements.

TAPIMMUNE INC.
CONDENSED CONSOLIDATED STATEMENT OF STOCKHOLDERS' EQUITY (DEFICIT)
(UNAUDITED)

	Common Stock		Additional		
	Number of shares	Amount	Paid In Capital	Accumulated Deficit	Total
Balance, January 1, 2015	20,318,816	$ 20,319	$ 85,265,776	$ (86,309,731)	$ (1,023,636)
Accounts payable settled in shares	118,450	118	21,795	-	21,913
Private placement (net of finders' fee of $454,000)	12,363,447	12,362	1,997,144	-	2,009,506
Fair value of warrants recognized as derivative liabilities	-	-	(2,090,000)	-	(2,090,000)
Exercise of warrants	29,639,990	29,640	7,398,358	-	7,427,998
Inducement expense on incremental value associated with modified warrants	-	-	7,688,000	-	7,688,000
Shares issued in settlement agreement	49,950	50	26,424	-	26,474
Share-based compensation	400,110	402	261,404	-	261,806
Net loss	-	-	-	(16,943,377)	(16,943,3770)
Balance, September 30, 2015	62,890,763	$ 62,891	$ 100,568,901	$ (103,253,108)	$ (2,621,316)

The accompanying notes are an integral part of these condensed consolidated financial statements.

TAPIMMUNE INC.
CONDENSED CONSOLIDATED STATEMENTS OF CASH FLOWS
(UNAUDITED)

	Nine Months Ended September 30, 2015	Nine Months Ended September 30, 2014
Net loss	$ (16,943,377)	$ (30,146,586)
Adjustments to reconcile net loss to net cash from operating activities:		
Changes in fair value of derivative liabilities	4,759,269	(243,475)
Inducement expense	8,256,000	-
Loss on settlement of debt	-	26,837,837
Loss on settlement agreement	24,697	-
Accretion of interest on convertible debt	-	492,296
Share-based compensation	261,805	1,265,625
Changes in operating assets and liabilities:		
Prepaid expenses and deposits	(55,782)	(15,000)
Accounts payable and accrued liabilities	204,956	291,359
NET CASH USED IN OPERATING ACTIVITIES	(3,492,432)	(1,517,944)
Private placement, net of finders' fee	2,009,506	2,097,500
Proceeds from exercise of warrants	7,427,998	-
Proceeds from loans payable	-	500
Repayment of promissory notes	-	(15,000)
NET CASH PROVIDED BY FINANCING ACTIVITIES	9,437,504	2,083,000
INCREASE IN CASH	5,945,072	565,056
CASH, BEGINNING OF PERIOD	141,944	48,589
CASH, END OF PERIOD	$ 6,087,016	$ 613,645

The accompanying notes are an integral part of these condensed consolidated financial statements.

TAPIMMUNE INC.
CONDENSED CONSOLIDATED STATEMENTS OF CASH FLOWS
(UNAUDITED)

	Nine Months Ended September 30, 2015	Nine Months Ended September 30, 2014
SUPPLEMENTAL SCHEDULE OF NON-CASH ACTIVITIES		
Accounts payable settled in common stock	$ 22,000	$ 683,000
Conversion of debt obligations into common stock:		
Accrued interest	-	476,000
Convertible notes payable	-	3,797,000
Loans payable, related party	-	42,000
Promissory notes, related party	-	210,000
Due to related parties	-	369,000
Fair value derivative liability – conversion option at conversion	-	708,000

The accompanying notes are an integral part of these condensed consolidated financial statements.

NOTE 1: NATURE OF OPERATIONS

TapImmune Inc. (the "Company"), a Nevada corporation incorporated in 1992, is a biotechnology Company focusing on immunotherapy specializing in the development of innovative peptide and gene-based immunotherapeutics and vaccines for the treatment of oncology and infectious disease. Unlike other vaccine technologies that narrowly address the initiation of an immune response, TapImmune's approach broadly stimulates the cellular immune system by enhancing the function of killer T-cells and T-helper cells and by restoring antigen presentation in tumor cells allowing their recognition and killing by the immune system.

NOTE 2: BASIS OF PRESENTATION

The accompanying unaudited condensed financial statements have been prepared in accordance with the accounting principles generally accepted in the United States of America ("U.S. GAAP") for interim financial information and pursuant to the instructions to Form 10-Q and Article 8 of Regulation S-X of the Securities and Exchange Commission ("SEC") and on the same basis as the Company prepares its annual audited consolidated financial statements. The condensed consolidated balance sheet as of September 30, 2015, condensed consolidated statements of interim financials include all adjustments, consisting only of normal recurring adjustments, which the Company considers necessary for a fair presentation of the financial position, operating results and cash flows for the periods presented.

The results for the statement of operations are not necessarily indicative of results to be expected for the year ending December 31, 2015 or for any future interim period. The condensed balance sheet at December 31, 2014 has been derived from audited financial statements; however, it does not include all of the information and notes required by U.S. GAAP for complete financial statements. The accompanying condensed financial statements should be read in conjunction with the consolidated financial statements for the year ended December 31, 2014, and notes thereto included in the Company's annual report on Form 10-K.

NOTE 3: LIQUIDITY AND FINANCIAL CONDITION

The Company's activities since inception have consisted principally of acquiring product and technology rights, raising capital, and performing research and development. Successful completion of the Company's development programs and, ultimately, the attainment of profitable operations are dependent on future events, including, among other things, its ability to access potential markets; secure financing, develop a customer base; attract, retain and motivate qualified personnel; and develop strategic alliances. From inception, the Company has been funded by a combination of equity and debt financings.

The Company expects to continue to incur substantial losses over the next several years during its development phase. To fully execute its business plan, the Company will need to complete certain research and development activities and clinical studies. Further, the Company's product candidates will require regulatory approval prior to commercialization. These activities may span many years and require substantial expenditures to complete and may ultimately be unsuccessful. Any delays in completing these activities could adversely impact the Company. The Company plans to meet its capital requirements primarily through issuances of debt and equity securities and, in the longer term, revenue from product sales.

As of September 30, 2015, the Company had cash and cash equivalents of approximately $6,087,000. Historically, the Company has net losses and negative cash flows from operations. The Company believes its current capital resources are not sufficient to support its operations. Management intends to continue its research efforts and to finance operations of the Company through debt and/or equity financings. Management plans to seek additional debt and/or equity financing through private or public offerings or through a business combination or strategic partnership. There can be no assurance that the Company will be successful in obtaining additional financing on favorable terms, or at all. These matters raise substantial doubt about the Company's ability to continue as a going concern. The financial statements do not include any adjustments that might result from the outcome of these uncertainties.

NOTE 4: SIGNIFICANT ACCOUNTING POLICIES

There have been no material changes in the Company's significant accounting policies to those previously disclosed in the Company's annual report on Form 10-K, which was filed with the SEC on April 15, 2015.

Prior Period Reclassifications

The expense categories of the comparable prior period have been reclassified for comparability with the September 30, 2015 presentation. These reclassifications had no effect on previously reported net loss.

NOTE 5: NET INCOME (LOSS) PER SHARE

Basic income (loss) per common share is computed by dividing net income by the weighted average number of common shares outstanding during the reporting period. Diluted income per common share is computed similar to basic income per common share except that it reflects the potential dilution that could occur if dilutive securities or other obligations to issue common stock were exercised or converted into common stock.

The following table sets forth the computation of income (loss) per share:

	For the Three Months Ended September 30,		For the Nine Months Ended September 30,	
	2015	**2014**	**2015**	**2014**
Net income (loss)	$ 2,483,988	$ (1,567,836)	$ (16,943,377)	$ (30,146,586)
Weighted average shares outstanding - basic	48,583,003	17,310,708	36,651,565	13,292,886
Common stock warrants	31,959,990	-	-	-
Common stock options	400,000	-	-	-
Weighted average shares outstanding - diluted	80,944,993	17,310,708	36,651,565	13,292,886
Net loss per share data:				
Basic	$ 0.05	$ (0.09)	$ (0.46)	$ (2.27)
Diluted	$ 0.03	$ (0.09)	$ (0.46)	$ (2.27)

Options, warrants, and convertible debt outstanding were all considered anti-dilutive for the nine months ended September 30, 2015 and 2014, due to net losses.

The following securities were not included in the diluted net loss per share calculation because their effect was anti-dilutive as of the periods presented:

	Nine Months Ended September 30,	
	2015	**2014**
Common stock options	465,000	65,000
Common stock warrants - equity treatment	47,032,000	185,000
Common stock warrants - liability treatment	12,514,000	49,000
Convertible notes	-	7,000
Potentially dilutive securities	60,011,000	306,000

NOTE 6: DERIVATIVE LIABILITY - WARRANTS AND DERIVATIVE LIABILITY – CONVERSION OPTION

A summary of quantitative information with respect to valuation methodology and significant unobservable inputs used for the Company's common stock purchase warrants that are categorized within Level 3 of the fair value hierarchy for the nine months ended 2015 and 2014 is as follows:

Stock Purchase Warrants	**Weighted Average Inputs for the Period**	
Date of valuation	**For the Nine Months Ending September 30, 2015**	**For the Nine Months Ending September 30, 2014**
Strike price	$ 0.13	$ 5.84
Volatility (annual)	158.00%	156.00%
Risk-free rate	1.63%	1.07%
Contractual term (years)	4.34	3.33
Dividend yield (per share)	0%	0%

The foregoing assumptions are reviewed quarterly and are subject to change based primarily on management's assessment of the probability of the events described occurring. Accordingly, changes to these assessments could materially affect the valuations.

Financial Assets and Liabilities Measured at Fair Value on a Recurring Basis

Financial assets and liabilities measured at fair value on a recurring basis are summarized below and disclosed on the balance sheet under Derivative liability – warrants:

	As of September 30, 2015 Fair Value Measurements				
	Fair Value	**Level 1**	**Level 2**	**Level 3**	**Total**
Derivative liability - warrants	$ 7,427,000	-	-	$ 7,427,000	$ 7,427,000
Total	$ 7,427,000	-	-	$ 7,427,000	$ 7,427,000

	As of December 31, 2014 Fair Value Measurements				
	Fair Value	**Level 1**	**Level 2**	**Level 3**	**Total**
Derivative liability - warrants	$ 9,000	-	-	$ 9,000	$ 9,000
Total	$ 9,000	-	-	$ 9,000	$ 9,000

There were no transfers between Level 1, 2 or 3 during the nine months ended September 30, 2015.

The following table presents changes in Level 3 liabilities measured at fair value for the nine months ended September 30, 2015:

	Derivative liability – warrants
Balance – December 31, 2014	$ 9,000
Additions during the period	2,659,000
Change in fair value of warrant liability	4,760,000
Balance – September 30, 2015	$ 7,428,000

The valuation of warrants is subjective and is affected by changes in inputs to the valuation model including the price per share of common stock, the historical volatility of the stock price, risk-free rates based on U.S. Treasury security yields, the expected term of the warrants and dividend yield. Changes in these assumptions can materially affect the fair value estimate. The Company could ultimately incur amounts to settle the warrant at a cash settlement value that is significantly different than the carrying value of the liability on the financial statements. The Company will continue to classify the fair value of the warrants as a liability until the warrants are exercised, expire, or are amended in a way that would no longer require these warrants to be classified as a liability. Changes in the fair value of the common stock warrants liability are recognized as a component of other income (expense) in the Statements of Operations.

During 2014 the Company entered into numerous extinguishment agreements with various convertible note holders. As a result the derivative liability associated with the bifurcated conversion options were extinguished at the date of conversion and recorded in the loss on extinguishment in the Statement of Operations. The inputs utilized in the final mark to market were as follows:

Conversion Option	**Weighted Average Inputs for the Period**	
Date of valuation	**For the Quarter Ending September 30, 2015**	**For the Quarter Ending September 30, 2014**
Strike price	$ -	$ 1.03
Volatility (annual)	-%	199.00%
Risk-free rate	-%	0.05%
Contractual term (years)	-	0.24
Dividend yield (per share)	-%	-%
Fair value of Conversion Option at extinguishment	$ -	$ 708,000

NOTE 7: PROMISSORY NOTES, RELATED PARTY

The Company has outstanding promissory notes in the amount of $52,942 (December 31, 2014 - $52,942), of which $23,000 of promissory notes relate to amounts owed to an officer and a director of the Company. The promissory notes bear no interest charges and have no fixed repayment terms.

NOTE 8: CAPITAL STOCK

2015 Share Transactions

Private placements

In January, 2015, the Company entered into a Securities Purchase Agreement with certain investors for the sale of 7,320,000 units at a purchase price of $0.20 per unit, for a total purchase price of approximately $1,250,000, net of finders' fee and offering expenses of approximately $214,000. Each unit consisting of (i) one share of the Company's Common Stock, (ii) one Series A warrant to purchase one share of common stock, (iii) one Series B warrant to purchase one share of common stock (iv) one Series C warrant to purchase one share of common stock, (v) one Series D warrant to purchase one share of common stock, and (vi) one Series E warrant to purchase one share of common stock (the Series A, B, C, D and E warrants are hereby collectively referred to as the "January 2015 Warrants"). Series A warrants are exercisable at $1.50 per share, with a five year term. Series B warrants are exercisable at $0.40 per share, with a six month term. Series C warrants are exercisable at $1.00 per share, with a five year term. Series D warrants are exercisable at $0.75 per share only if and to the extent that the Series B warrants are exercised, with a five year term from the date that the Series B warrants are exercised. Series E warrants are exercisable at $1.25 per share, only if and to the extent that the Series C warrants are exercised, with a five year term from the date that the Series C warrants are exercised.

Pursuant to a placement agent agreement, the Company agreed to issue warrants to purchase 366,000 common shares with substantially the same terms as the January 2015 Warrants.

The Series A warrants were issued with price reset features. The fair value of these warrants was determined to be $1,346,000 and recognized as a derivative liability.

The fair value of Series B, C, D & E warrants was determined to be $4,635,000 and was included within equity.

In March, 2015, the Company entered into a Securities Purchase Agreement with certain accredited investors for the sale of 5,000,000 units at a purchase price of $0.20 per unit, for a total purchase price of approximately $950,000, net of finders' fee and offering expenses of approximately $50,000. Each unit consisting of (i) one share of the Company's Common Stock, (ii) one Series A warrant to purchase one share of common stock, (iii) one Series B warrant to purchase one share of common stock (iv) one Series C warrant to purchase one share of common stock, (v) one Series D warrant to purchase one share of common stock, and (vi) one Series E warrant to purchase one share of common stock (the Series A, B, C, D and E warrants are hereby collectively referred to as the "March 2015 Warrants"). The March 2015 Warrants have substantially the same terms as the January 2015 Warrants.

Pursuant to a placement agent agreement, the Company agreed to issue warrants to purchase 125,000 common shares with substantially the same terms as the March 2015 Warrants.

The Series A warrants were issued with price reset features. The fair value of these warrants was determined to be $744,000 and recognized as a derivative liability.

The fair value of Series B, C, D & E warrants was determined to be $2,588,000 and was included within equity.

In May 2015, the Company entered into a restructuring agreement with the investors of the January 2015 and March 2015 private placements, where:

- The exercise price of the Series A warrants was changed from $1.50 per warrant to $0.10 per warrant,
- The exercise price of Series B warrants was changed from $0.40 per warrant to $0.20 per warrant,
- Each warrant of Series B existing prior to the restructuring agreement was replaced with two warrants of such series,
- The exercise price of the Series C warrants was changed from $1.00 per warrant to $0.50 per warrant, and
- Each warrant of Series C existing prior to the restructuring agreement was replaced with two warrants of such series.

As a result of the restructuring agreement, the Company issued an additional 12,320,000 Series B warrants and 12,320,000 Series C Warrants.

The incremental fair value of Series A warrants due to repricing was determined to be $568,000 and recognized as a derivative liability with a corresponding inducement expense in the Statement of Operations.

The incremental fair value of Series B and Series C warrants due to repricing and increasing the number of warrants was determined to be $7,688,000. The fair value of these warrants was recognized as additional paid-in capital with a corresponding inducement expense in the Statement of Operations.

The fair value was estimated immediately prior to the date of the restructuring agreement using the Black-Scholes option pricing model with the following weighted average assumptions:

Share Purchase Warrants **Date of valuation**	**Weighted Average Inputs** **May 28, 2015**
Strike price	$ 0.40 – 1.00
Volatility (annual)	127.00 – 155.00%
Risk-free rate	.01 - 1.51%
Contractual term (years)	.13 - 4.79
Dividend yield (per share)	0%

The fair value was estimated immediately after, on the date of the restructuring agreement, using the Black-Scholes option pricing model with the following weighted average assumptions:

Share Purchase Warrants **Date of valuation**	**Weighted Average Inputs** **May 28, 2015**
Strike price	$ 0.20 – 0.50
Volatility (annual)	127.00 – 155.00%
Risk-free rate	.01 - 1.51%
Contractual term (years)	.29 - 4.79
Dividend yield (per share)	0%

Share Purchase Warrants

During the nine months ended September 30, 2015, a warrant holder exercised 5,000,000 of Series C warrants at $0.50 per warrant for a total of $2,500,000.

During the nine months ended September 30, 2015, warrant holders exercised 24,639,995 of Series B warrants at $0.20 per warrant for a total of $4,928,000.

A summary of the Company's share purchase warrants as of September 30, 2015 and changes during the period is presented below:

	Number of Warrants	Weighted Average Exercise Price	Weighted Average Remaining Life
Balance, December 31, 2014	2,659,417	1.83	4.15
Issued	86,730,975	0.54	4.52
Exercised	(29,639,995)	0.25	-
Extinguished or expired	(203,900)	2.39	-
Balance, September 30, 2015	59,546,497	$ 0.68	4.47

Stock Compensation Plan

On October 14, 2009, the Company adopted the 2009 Stock Incentive Plan (the "2009 Plan") which supersedes and replaces the 2007 Stock Plan. The 2009 Plan allows for the issuance of up to 10,000,000 common shares. Options granted under the Plan shall be at prices and for terms as determined by the Board of Directors.

During the nine months ended September 30, 2015 the Company granted 400,000 stock options with a weighted average exercise price of $0.17. The fair value of the options was estimated to be $62,000 or $0.16. The weighted average inputs used to value the options were an expected life of 5 years, volatility of 155%, risk-free interest rate of 1.54% and dividend yield of 0%.

Stock based compensation costs of $21,000 are expected to be recognized over the next 1.4 years.

In July, 2015, the Company issued 118,450 shares of common stock with a fair value of $21,913 to its counsel for legal services rendered through January 21, 2015.

In August, 2015, the Company issued 50,000 shares of common stock with fair value of $26,474 as full settlement to a marketing consultant for services provided to the Company in 2014 and 2015.

Share purchase options

A summary of the Company's stock options as of September 30, 2015 and changes during the period is presented below:

	Number of Options	Weighted Average Exercise Price	Weighted Average Remaining Life	Intrinsic Value
Outstanding at January 1, 2014	65,430	18.00	5.04	$ -
Issued	-	-	-	-
Cancelled/Forfeited	-	-	-	-
Outstanding at January 1, 2015	65,430	18.00	4.04	-
Issued	400,000	0.17	4.39	$ 182,000
Outstanding at September 30, 2015	465,430	$ 2.62	4.23	$ 182,000
Exercisable at September 30, 2015	238,810	$ 5.00	4.09	$ 80,000

A summary of the status of the Company's unvested options as of September 30, 2015 is presented below:

	Number of Shares	Weighted Average Grant-Date Fair Value
Unvested, December 31, 2014	278	$ 18.00
Granted	400,000	0.16
Vested	(173,658)	0.21
Cancelled	-	-
Unvested, September 30, 2015	226,620	$ 0.16

NOTE 9: SUBSEQUENT EVENTS

1. On November 6, 2015, the Board of Directors approved an amendment to the Company's 2014 Omnibus Stock Ownership Plan which provided for an increase in the number of shares reserved for issuance under the Plan by 5 million shares to 7 million shares.

2. On November 12, 2015, the Company entered into a new employment agreement with Dr. Glynn Wilson, the Company's Chief Executive Officer, President and Chairman. The initial term of the agreement ends November 11, 2017, but it will automatically be extended for 12-months unless terminated by the Company or Dr. Wilson by written notice to the other not later than 12 months prior to the end of such initial term. It will thereafter be further extended for an additional 12 months after the end of each such extended term unless terminated by the Company or Dr. Wilson by written notice no later than 90 days prior to the end of such term, subject to early termination for cause or good reason by Dr. Wilson. Under the agreement, Dr. Wilson's annual base salary is to be $280,000, and he is entitled to a performance-based bonus ranging of up to 50% of his base salary based on goals and other conditions as the Board determines on an annual basis, which may be paid in cash or equity awards as the Board determines.

In connection with entering into the new agreement, Dr. Wilson will receive equity awards under the Company's 2014 Omnibus Stock Ownership Plan consisting of (i) an award of 315,000 shares of unregistered common stock, which immediately vest, and (ii) an award of stock options to purchase 2 million shares of Company common stock, prior to November 12, 2025, for $0.605 per share (the closing price of the common stock on November 12, 2015). One-half of the stock options will be immediately vested, and the remaining 1 million shares will vest ratably over the following 24 months.

3. On November 12, 2015, the Board of Directors approved awards of stock options to acquire 150,000 shares of common stock to each of Sherry Grisewood and Mark Reddish. All of such options are fully vested. In addition, the Board approved awards of stock options to four individuals (two employees and two consultants) to purchase an aggregate of 690,000 shares of common stock. Of the options granted to the employees and consultants, 290,000 are immediately vested, and the remainder vest over periods of between one and three years. All of the stock options have a 10-year term, and the exercise price is $0.605 per share, the closing price of the common stock on the date of grant.

4. Between October 1, 2015 and November 12, 2015, holders of Series C Warrants exercised 1,728,000 of Series C Warrants registered under our recent registration statements on Form S-1, resulting in proceeds of $864,000 to the Company.

Item 2. Management's Discussion and Analysis of Financial Condition and Results of Operations

This quarterly report on Form 10-Q contains forward-looking statements within the meaning of Section 21E of the Securities and Exchange Act of 1934, as amended, that involve risks and uncertainties. All statements other than statements relating to historical matters including statements to the effect that we "believe", "expect", "anticipate", "plan", "target", "intend" and similar expressions should be considered forward-looking statements. Our actual results could differ materially from those discussed in the forward-looking statements as a result of a number of important factors, including factors discussed in this section and elsewhere in this quarterly report on Form 10-Q, and the risks discussed in our other filings with the Securities and Exchange Commission. Readers are cautioned not to place undue reliance on these forward-looking statements, which reflect management's analysis, judgment, belief or expectation only as the date hereof. We assume no obligation to update these forward-looking statements to reflect events or circumstance that arise after the date hereof.

As used in this quarterly report: (i) the terms "we", "us", "our", "TapImmune" and the "Company" mean TapImmune Inc. and its wholly owned subsidiary, GeneMax Pharmaceuticals Inc. which wholly owns GeneMax Pharmaceuticals Canada Inc., unless the context otherwise requires; (ii) "SEC" refers to the Securities and Exchange Commission; (iii) "Securities Act" refers to the Securities Act of 1933, as amended; (iv) "Exchange Act" refers to the Securities Exchange Act of 1934, as amended; and (v) all dollar amounts refer to United States dollars unless otherwise indicated.

The following should be read in conjunction with our unaudited consolidated interim financial statements and related notes for the three and nine months ended September 30, 2015 included in this quarterly report, as well as our Annual Report on Form 10-K for the year ended December 31, 2014.

Company Overview

Our Cancer Vaccines

TapImmune is an immune-oncology company specializing in the development of innovative peptide and gene-based immunotherapeutics and vaccines for the treatment of cancer. The Company combines a set of proprietary technologies to improve the ability of the cellular immune system to destroy diseased cells. These are peptide antigen technologies and DNA expression technologies, Polystart™ and TAP.

To enhance shareholder value and taking into account development timelines, the Company plans to focus on advancing its clinical programs including our Folate Receptor Alpha program for breast and ovarian and our HER2/neu peptide antigen program into Phase II clinical trials. In parallel, we plan to complete the preclinical development of our Polystart™ technology and to continue to develop the TAP-based franchise as an integral component of our prime-and-boost vaccine methodology.

The Immunotherapy Industry for Cancer

Immuno-oncology has become the most rapidly growing sector in the pharmaceutical and biotech industry. The approval and success of checkpoint inhibitors Yervoy and Opdivo (Bristol Myers Squibb) and Keytruda (Merck) together with the development of CAR T-cell therapies (Juno, Kite) has provided much momentum in this sector. In addition, new evidence points to the increasing use of combination immunotherapies for the treatment of cancer. This has provided greater opportunities for the successful development of T-cell vaccines in combination with other approaches.

Products and Technology in Development

Clinical

***Phase I Human Clinical Trials* – Folate Alpha Breast and Ovarian Cancer – Mayo Clinic**

Folate Receptor Alpha is expressed in over 80% of triple negative breast cancers and in addition, over 90% of ovarian cancers, for which the only treatment options are surgery and chemotherapy, leaving a very important and urgent clinical need for a new therapeutic. Time to recurrence is relatively short for these types of cancer and survival prognosis is extremely poor after recurrence. In the United States alone, there are approximately 30,000 ovarian cancer patients and 40,000 triple negative breast cancer patients newly diagnosed every year.

A 24 patient Phase I clinical trial has been completed. The vaccine is well tolerated and safe and 20 out of 21 evaluable patients showed positive immune responses providing a strong rationale rational for progressing to phase II trials. GMP manufacturing for Phase II trials is progressing well towards a commercial formulation and final analyses of clinical plans are near completion. On July 27, 2015, TapImmune exercised its option agreement with Mayo Clinic with the signing of a worldwide exclusive license agreement to commercialize a proprietary folate receptor alpha vaccine technology for all cancer indications. As part of this Agreement, the IND from for the folate receptor alpha Phase I trial was transferred from Mayo to TapImmune for amendment for the Company's Phase II Clinical Trials on our lead product.

On September 15, 2015, we announced that our collaborators at the Mayo Clinic had been awarded a grant of $13.3 million from the U.S. Department of Defense. This grant, commencing September 15, 2015, will cover the costs for a 280 patient Phase II Clinical Trial of Folate Receptor Alpha Vaccine in patients with Triple Negative Breast Cancer. TapImmune will work closely with Mayo Clinic on this clinical trial by providing clinical and manufacturing expertise as well as providing GMP vaccine formulations. These vaccine formulations are being developed for multiple Phase II clinical programs in triple negative breast and ovarian cancer in combination with other immunotherapeutics.

***Phase I Human Clinical Trials* – HER2/neu+ Breast Cancer – Mayo Clinic**

Patient dosing has been completed. Final safety analysis on all the patients treated is complete and shown to be safe. In addition, 19 out of 20 evaluable patients showed robust T-cell immune responses to the antigens in the vaccine composition providing a solid case for advancement to Phase II in 2015. An additional secondary endpoint incorporated into this Phase I Trial will be a two year follow on recording time to disease recurrence in the participating breast cancer patients.

For Phase I(b)/II studies, we plan to add a Class I peptide, licensed from the Mayo Clinic (April 16, 2012), to the four Class II peptides. Management believes that the combination of Class I and Class II HER2/neu antigens, gives us the leading HER2/neu vaccine platform. As the folate receptor alpha vaccine is our lead product our plans are now initiating formulation studies to progress the HER2/neu vaccine towards a Phase II Clinical Trial in 2016.

Preclinical

Polystart™

The Company has converted the previously filed U.S. Provisional Patent Application on Polystart™ into a full Patent Application, and will extend technology constructs as boost strategies for the current clinical programs in breast and ovarian cancer.

Current State of the Company

TapImmune is a clinical-stage immunotherapy company specializing in the development of innovative peptide and gene-based immunotherapeutics and vaccines for the treatment of cancer. The Company now plans to conduct multiple Phase II clinical trials on its vaccines. The largest of these studies in triple-negative breast cancer will be totally funded by a $13.3 million grant from the US Department of Defense to our collaborators at the Mayo Clinic in Jacksonville, FL. We believe that our development pipeline is strong and provides us the opportunity to continue to expand on collaborations with leading institutions and corporations.

In the third quarter of 2015, we strengthened our balance sheet by raising additional $2.5 million in working capital, giving us confidence in our ability to continue developing our products on the path to commercialization. The structure of this financing gives us additional opportunities to raise additional capital through the exercise of short-term and long-term warrants. The strength of our science and development approaches is becoming more widely appreciated, particularly as our clinical program has now generated positive interim data on both clinical programs in Breast and Ovarian Cancer. We continue discussions with a major pharmaceutical organization and a leading US cancer institute on a Phase II clinical trial in ovarian cancer using our folate receptor alpha vaccine in combination with a checkpoint inhibitor.

We continue to be focused on our entry into Phase II Triple Negative Cancer Trials including application for Fast Track & Orphan Drug Status as well as planning for Phase II HER2/neu Breast Cancer Trials.

We will also continue to prosecute our PolyStart™ patent filings and develop new constructs to facilitate collaborative efforts in our current clinical indications and those where others have already indicated interest in combination therapies.

In addition, we will continue to work to strengthen our balance sheet in an effort to meet the required benchmarks for an uplisting to the NASDAQ. To that end, we are also anticipating the result of grant applications submitted early this year.

We believe that these fundamental programs and corporate activities have positioned TapImmune to capitalize on the acceptance of immunotherapy as a leading therapeutic strategy in cancer and infectious disease resulting in exploding valuations in the market.

TapImmune's Pipeline

The Company has a pipeline of potential immunotherapies under development. Phase I clinical programs on HER2/neu and breast and ovarian cancer have been completed and strong immune responses in over 90% of patients treated has provided the rationale and catalyst to advance these programs to Phase II clinical trials starting at the end of 2015. These are major inflection and valuation events, and we believe that, in light of these assets, the Company is significantly undervalued. Over the past year a number of highly visible transactions and billion dollar acquisitions have taken place that validate the work we are doing. We believe that, if our treatment successfully reaches commercialization, our treatment is applicable to 50% of the HER2/neu Breast Cancer market, which is a $21 billion annual market. We further believe that if our Ovarian Cancer treatment reaches commercialization, it will be applicable to 95% of the market which Decision Resources, one of the world's leading research firms for pharmaceuticals and healthcare, believes will triple in the next 10 years to at least $1.5 billion annually.

In addition to the exciting clinical developments, our peptide vaccine technology may be coupled with our recently developed in-house Polystart™ nucleic acid-based technology designed to make vaccines significantly more effective by producing four times the required peptides for the immune systems to recognize and act on. Our nucleic acid-based systems can also incorporate "TAP" which stands for Transporter associated with Antigen Presentation. With respect to validation of our technologies, it is important to note that the majority of our technologies have been published in leading peer-reviewed journals and we believe that the recent grant award from the US Department of Defense to the Mayo Clinic is a strong validation of our approach.

A list of publications on our TAP technology can be found on our website (www.tapimmune.com). Publication of our data on PolyStart will occur after current patent filings have been completed.

A key component to success is having a comprehensive patent strategy that continually updates and extends patent coverage for key products. It is highly unlikely that early patents will extend through ultimate product marketing, so extending patent life is an important strategy for ensuring product protection. TapImmune has four patent estates, details of which can be found on our website: www.tapimmune.com

While the pathway to successful product development takes time, we believe we have put in place significant resources in technical and corporate fundamentals for success. The strength of our product pipeline and access to leading scientists and institutions gives us a unique opportunity to make a major contribution to global health care.

With respect to the broader market, a major driver and positive influence on our activities has been the emergence and general acceptance of the potential of a new generation of immunotherapies that promise to change the standard of care for cancer. The immunotherapy sector has been greatly stimulated by the approval of Provenge® for prostate cancer and Yervoy™ for metastatic melanoma, progression of the areas of checkpoint inhibitors and adoptive T-cell therapy and multiple approaches reaching Phase II and Phase III status.

We believe that through our combination of technologies, we are well positioned to be a leading player in this emerging market. It is important to note that many of the late stage immunotherapies currently in development do not represent competition to our programs, but instead offer synergistic opportunities to partner our antigen based immunotherapeutics, Polystart™ and/or TAP expression systems. Thus, the use of naturally processed T-cell antigens discovered using samples derived from cancer patients plus our Polystart™ expression technology to improve antigen presentation to T-cells could not only produce an effective cancer vaccines in its own right but also to enhance the efficacy of other immunotherapy approaches such as CAR-T and PD1 inhibitors for example.

Consistent with our corporate development and advancement of clinical trials we are starting to make a number of key management and advisory appointments. Patrick Yeramian M.D. our Consultant Medical Director has been appointed Vice President and Chief Medical Officer. Dr. Stacy Suber, our Consultant Regulatory Director, is our contact with the FDA for our IND filings. In addition, Dr. John Bonfiglio, a Corporate Strategic Advisor has been appointed to our Board of Directors.

On the technology and product pipeline side, management believes that the company is fundamentally strong and poised to be a leading company in a highly attractive, multi-billion dollar and expanding market, a position reinforced by our recruitment of top-class managers, advisors and investors who all share our vision.

Results of Operations

In this discussion of the Company's results of operations and financial condition, amounts, other than per-share amounts, have been rounded to the nearest thousand dollars.

Three Months Ended September 30, 2015 Compared to Three Months Ended September 30, 2014

We recorded a net income of $2,484,000 or $0.05 basic and $0.03 diluted income per share during the three months ended September 30, 2015 compared to a net loss of $1,568,000 or ($0.09) per share for the three months ended September 30, 2014. The net income recognized in the three months ended September 30, 2015 was exclusively due to the changes in the fair value of derivative liabilities as described below.

Operating costs increased to $1,738,000 during the three months ended September 30, 2015 compared to $1,384,000 in the prior period. Significant changes in operating expenses are outlined as follows:

- General and administrative expenses decreased to $969,000 during the three months ended September 30, 2015 from $1,351,000 during the prior period. The decrease was primarily due to lower non-cash consulting fees offset by higher investor relations and salaries expense during the three months ended September 30, 2015 compared to the prior period. The decrease in non-cash consulting fees from the prior year was due to the Company curtailing its business development activities in the current year.

- Research and development costs during the three months ended September 30, 2015 were $769,000 compared to $33,000 during the prior period. This was due to the Company exercising its option to acquire a license from Mayo Foundation for Medical Education and Research for $350,000 and increased in in-house research and consulting activity in the current period.

- The changes in fair value of derivative liabilities for the three months ended September 30, 2015 was $4,247,000 as compared to $(74,000) for the three months ended September 30, 2014. The variance is due to the revaluation of the Series A warrants issued by us in January and March 2015. We revalue the derivative liabilities at each balance sheet date to fair value. The fair value is determined using Black-Scholes valuation model using various assumptions. The most significant change in the assumptions was the difference in the strike price used at September 30, 2015 of $0.62 compared to $0.96 at June 30, 2015. Due to the significant change in the strike price, the fair value of the derivative liabilities decreased by $4,247,000 with a corresponding gain in the consolidated statement of operations. None of the warrants recognized as derivative liabilities were exercised during the quarter.

Nine Months Ended September 30, 2015 Compared to Nine Months Ended September 30, 2014

We recorded a net loss of $16,943,000 or ($0.46) per share during the nine months ended September 30, 2015 compared to $30,147,000 or ($2.27) per share for the nine months ended September 30, 2014.

Operating costs increased to $3,904,000 during the nine months ended September 30, 2015 compared to $2,977,000 in the prior period. Significant changes in operating expenses are outlined as follows:

- General and administrative expenses decreased to $2,324,000 during the nine months ended September 30, 2015 from $2,899,000 during the prior period. The decrease was primarily due to decrease in non-cash consulting fees paid as stock-based compensation during the nine months ended September 30, 2015 compared to the prior period. The decrease in non-cash consulting fees from the prior year was due to the Company curtailing its business development activities in the current year.

- Research and development costs during the nine months ended September 30, 2015 were $1,580,000 compared to $78,000 during the prior period. This was due to the Company exercising its option to acquire a license from Mayo Foundation for Medical Education and Research for $350,000 as part of an agreement entered into in March 2014 and increased in in-house research and consulting activity in the current period.

- The changes in fair value of derivative liabilities for the nine months ended September 30, 2015 was $(4,759,000) as compared to $243,000 for the nine months ended September 30, 2014. The variance in the current period is due to the revaluation of the Series A warrants issued by us in January and March 2015. We revalue the derivative liabilities at each balance sheet date to fair value. None of the warrants recognized as derivative liabilities were exercised during the nine months ended September 30, 2015.

Liquidity and Capital Resources

The following table sets forth our cash and working capital as of September 30, 2015 and December 31, 2014:

	September 30, 2015	**December 31, 2014**
Cash reserves	$ 6,087,000	$ 142,000
Working capital (deficit)	$ (2,621,000)	$ (1,024,000)

Subject to the availability of additional financing, we intend to spend approximately $7,500,000 over the next twelve months in carrying out our plan of operations. At September 30, 2015, we had $6,087,000 of cash on hand and a working capital deficit of $2,621,000. During the nine months ended September 2015, we raised approximately $2 million in private and brokered placements and another $7.43 million in cash proceeds from the exercise of warrants.

Various conditions outside of our control may detract from our ability to raise additional capital needed to execute our plan of operations, including overall market conditions in the international and local economies. We recognize that the United States economy has suffered through a period of uncertainty during which the capital markets have been depressed, and that there is no certainty that these levels will stabilize or reverse despite the optics of an improving economy. Any of these factors could have a material impact upon our ability to raise financing and, as a result, upon our short-term or long-term liquidity.

Net Cash Used in Operating Activities

Net cash used in operating activities during the nine months ended September 30, 2015 was $3,492,000 compared to $1,518,000 during the prior period. We had no revenues during the current or prior periods. Operating expenditures, excluding non-cash interest and stock-based charges during the current period primarily consisted of consulting and management fees, office and general expenditures, and professional fees.

Net Cash Provided by Financing Activities

Net cash provided by financing activities during the nine months ended September 30, 2015 was $9,438,000 compared to $2,083,000 during the prior period. Current period financing consisted of proceeds from private placements and warrant exercises while prior period financing relates to proceeds from convertible notes.

As of September 30, 2015, we anticipate that we will need significant financing to enable us to meet our anticipated expenditures for the next twelve months, which are expected to be in the range of $7,500,000 for the funding of multiple small Phase 2 clinical trials. We believe that this will be achieved through the exercise of warrants from our January and March Financings in 2015.

Going Concern

We have no sources of revenue to provide incoming cash flows to sustain our future operations. As outlined above, our ability to pursue our planned business activities is dependent upon our successful efforts to raise additional capital.

While these factors raise substantial doubt regarding our ability to continue as a going concern. Our condensed consolidated financial statements have been prepared on a going concern basis, which implies that we will continue to realize our assets and discharge our liabilities in the normal course of business. Our financial statements do not include any adjustments to the recoverability and classification of recorded asset amounts and classification of liabilities that might be necessary should we be unable to continue as a going concern.

Off-Balance Sheet Arrangements

We have not entered into any off-balance sheet arrangements that have or are reasonably likely to have a current or future effect on our financial condition, changes of financial condition, revenues, expenses, results of operations, liquidity, capital expenditures or capital resources that is material to investors.

Item 3. Quantitative and Qualitative Disclosures About Market Risk

We are a smaller reporting company as defined by Rule 12b-2 of the Exchange Act and are not required to provide the information required under this item.

Item 4. Controls and Procedures

Evaluation of Disclosure Controls and Procedures

Our management, with the participation of our Principal Executive Officer and Principal Financial Officer, has evaluated the effectiveness of our disclosure controls and procedures (as such term is defined in Rules 13a-15(e) and 15d-15(e) under the Exchange Act, as of the end of the period covered by this report. Disclosure controls and procedures include, without limitation, controls and procedures designed to ensure that information required to be disclosed in the reports we file or submit under the Exchange Act is accumulated and communicated to management, including our Principal Executive Officer and Principal Financial Officer, as appropriate, to allow timely decisions regarding required disclosure. Based on such evaluation, our Chief Executive Officer and Chief Financial Officer has concluded that, as of the end of the period covered by this report, our disclosure controls and procedures are not effective in recording, processing, summarizing and reporting, on a timely basis, information required to be disclosed by us in the reports that we file or submit under the Exchange Act.

It should be noted that any system of controls is based in part upon certain assumptions designed to obtain reasonable (and not absolute) assurance as to its effectiveness, and there can be no assurance that any design will succeed in achieving its stated goals.

Changes in Internal Control Over Financial Reporting

There have been no changes in our internal control over financial reporting during the nine months ended September 30, 2015 that have materially affected, or are reasonably likely to materially affect, our internal control over financial reporting.

PART II – OTHER INFORMATION

Item 1. Legal Proceedings

Consultant Litigation

In May 2012, we issued what is now equal to 112,000 shares of our common stock to two consultants. We contested the validity of the issuances of this common stock based on our belief that the consultants did not perform the services agreed to under their respective consulting agreements. While we initially were able to delay the sale of the contested shares, we were not successful in clawing back the contested shares. A claim for perceived damages from Michael Gardner (one of the consultants) suffered as a result of our contesting the issuance under the consulting agreements has been filed in the Supreme Court of New York. He has based his claim for damages on the difference between market price at the time we were able to delay the sale of his shares and the market price at the time of the sale of all of his shares. As the result of a judicial decision in New York he received a bond payment of ($100,000) that the Company had used to secure a temporary restraining order against the issuance of stock to him.

On July 18, 2014, the International Center for Dispute Resolution International Arbitration Tribunal issued a Final Award in the matter of TapImmune Inc. vs. Michael Gardner awarding TapImmune $196,204 plus post-award interest at a rate of 9% per year. This award stemmed from the dispute discussed above with Mr. Gardner regarding the May 2012 consulting agreement. The arbitrator found that we were fraudulently induced into entering said agreement through "1) misrepresentations as to what he would or could do for the Company, including raising funds, and 2) omissions about his reputation and ability to obtain or assist in obtaining financing for TapImmune" among other reasons. We are attempting to collect the award from Mr. Gardner.

Vendor Litigation

One of our suppliers, Fischer Scientific was awarded a judgment against us for $51,000 which is equal to the amount owed to them. We intend on settling that matter in the fourth quarter of 2015.

Item 1A. Risk Factors

Not required.

Item 2. Unregistered Sales of Equity Securities and Use of Proceeds

We have not issued any unregistered equity securities that we have not previously reported in a current or periodic report filed with the US Securities and Exchange Commission.

Item 3. Defaults Upon Senior Securities

None.

Item 4. Mine Safety Disclosure

Not Applicable.

Item 5. Other Information

Amendment of Consulting Agreement with Dr. John Bonfiglio

Due to increasing requirements for Dr. John Bonfiglio's consulting services by the Company, in June, 2015, the Consulting Agreement, dated February 10, 2015, between the Company and Dr. Bonfiglio was amended to provide for consulting fees of $15,000 per month and services up to 120 hours per month. Dr. Bonfiglio also serves as member of the Board of Directors of the Company.

Amendment of the 2014 Omnibus Stock Ownership Plan

On November 6, 2015, the Board of Directors approved an amendment to the Company's 2014 Omnibus Stock Ownership Plan which provided:

- for an increase the number of shares reserved for issuance under the Plan by 5 million shares to 7 million shares;

- the Board and Committee administering the Plan with full discretion under Section 6(f) on the vesting period for Service-Vesting Awards under the Plan, including the grant of Awards with less than the Minimum Vesting Requirement (as such terms are defined in the Plan), and

- the Board and Committee administering the Plan with the ability to grant stock bonuses to executive officers under Section 6(c).

A copy of the 2014 Plan, the first amendment to the Plan (adopted in February 2015), and the November 6th amendment to the Plan, as well as the forms of stock option award agreements and a restricted share award agreement to be used under the Plan, are included as exhibits to this Report on Form 10-Q.

Employment Agreement with Dr. Glynn Wilson

On November 12, 2015, the Company entered into a new employment agreement with Dr. Glynn Wilson, the Company's Chief Executive Officer, President and Chairman, the material terms and conditions of which are summarized below. A copy of the agreement is included as an exhibit to this Report on Form 10-Q.

The employment agreement provides that Dr. Wilson will serve as the Chief Executive Officer, President and Chairman of the Company. The initial term of the agreement ends November 11, 2017, but it will automatically be extended for 12-months unless terminated by the Company or Dr. Wilson by written notice to the other not later than 12 months prior to the end of such initial term. It will thereafter be further extended for an additional 12 months after the end of each such extended term unless terminated by the Company or Dr. Wilson by written notice no later than 90 days prior to the end of such term, subject to early termination for cause or good reason by Dr. Wilson. Under the agreement, Dr. Wilson's annual base salary is to be $280,000, and he is entitled to a performance-based bonus ranging of up to 50% of his base salary based on goals and other conditions as the Board determines on an annual basis, which may be paid in cash or equity awards as the Board determines.

Dr. Wilson will be entitled to 21 days paid vacation per calendar year plus such sick leave as he may reasonably and actually require, and he will be entitled to participate in all group insurance, vacation, retirement and other employee benefits established by Company for its full time employees generally, on terms comparable to those provided to such employees from time to time by the Company.

In connection with entering into the new agreement, Dr. Wilson will receive equity awards under the Company's 2014 Omnibus Stock Ownership Plan consisting of (i) an award of 315,000 shares of unregistered common stock, which immediately vest, and (ii) an award of stock options to purchase 2 million shares of Company common stock, prior to November 12, 2025, for $0.605 per share (the closing price of the common stock on November 12, 2015). One-half of the stock options will be immediately vested, and the remaining 1 million shares will vest ratably over the following 24 months.

If the agreement is terminated by the Company without cause (as defined in the agreement), or if the agreement is terminated by Dr. Wilson for good reason (as defined in the agreement), the Company is required to pay Dr. Wilson a severance payment in an amount equal to 2/3 of his annual base salary, plus any amount of his annual performance bonus that was earned as of the date of termination but not yet paid.

If the agreement is terminated either by the Company without cause or by Dr. Wilson for good reason during the period of ninety (90) days following a change in control (as defined in the agreement), then in lieu of the severance payment described above, the Company is required to pay Dr. Wilson severance equal to the sum of (i) 2/3 of his annual base salary and (ii) his Annual Performance Bonus for the year which includes the effective date of the change in control, payable at the target level of performance. In addition, the Company will also be required to pay Dr. Wilson the amount of any annual performance bonus that, as of the date of termination, has been earned by him but not yet paid. If Dr. Wilson holds any stock options or other stock awards granted under the Company's equity plans which are not fully vested at the time his employment with the Company is terminated either by the Company without Cause or by him for good reason during the period of ninety (90) days following a change in control, such equity awards shall become fully vested as of the termination date.

The agreement provides that Dr. Wilson may not solicit any of the Company's employees or compete directly or indirectly with the Company during the term of the agreement and for one year after its expiration anywhere in the United States. The agreement contains customary confidentiality provisions.

Equity Awards to Non-employee Directors, employees and consultants

On November 12, 2015, the Board of Directors approved awards of stock options to acquire 150,000 shares of common stock to each of Sherry Grisewood and Mark Reddish, who serve as members of the Board of Directors, for their long service and contributions to the Company and the Board. All of such options are fully vested. In addition, the Board approved awards of stock options to four individuals (two employees and two consultants) to purchase an aggregate of 690,000 shares of common stock. Of the options granted to the employees and consultants, 290,000 are immediately vested, and the remainder vest over periods of between one and three years. All of the stock options have a 10-year term, and the exercise price is $0.605 per share, the closing price of the common stock on the date of grant.

Item 6. Exhibits

The following exhibits are included with this Quarterly Report on Form 10-Q:

Exhibit Number	Description of Exhibit
10.1*	2014 Omnibus Stock Ownership Plan
10.2*	Amendment to 2014 Omnibus Stock Ownership Plan (February 10, 2015)
10.3*	Amendment to 2014 Omnibus Stock Ownership Plan (November 6, 2015)
10.4*	Form of Stock Option Award Agreement – Key Employee
10.5*	Form of Stock Option Award Agreement – Non-employee Director
10.6*	Form of Stock Option Award Agreement – Consultant
10.7*	Form of Restricted Stock Award Agreement – Consultant
10.8*	Employment Agreement between TapImmune, Inc. and Dr. Glynn Wilson, dated November 12, 2015
14	Code of Ethics and Business Conduct
31.1	Certification of Principal Executive Officer and Acting Principal Accounting Officer Pursuant to Rule 13a-14(a) or 15d-14(a) of the Securities Exchange Act of 1933, as amended.
32.1	Certification of Principal Executive Officer and Acting Principal Accounting Officer pursuant to 18 U.S.C. 1350 as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.

* Indicates management contract or compensatory plan or arrangement.

Pursuant to Rule 406T of Regulation S-T, the interactive data files on Exhibit 101 hereto are deemed not filed or part of a registration statement or prospectus for purposes of Sections 11 or 12 of the Securities Act of 1933, as amended, are deemed not filed for purposes of Section 18 of the Securities Exchange Act of 1934, as amended, and otherwise are not subject to liability under those sections.

Exhibit 101

101.INS - XBRL Instance Document
101.SCH - XBRL Taxonomy Extension Schema Document
101.CAL - XBRL Taxonomy Extension Calculation Linkbase Document
101.DEF - XBRL Taxonomy Extension Definition Linkbase Document
101.LAB - XBRL Taxonomy Extension Label Linkbase Document
101.PRE - XBRL Taxonomy Extension Presentation Linkbase Document

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SIGNATURES

In accordance with the requirements of the Exchange Act, the registrant caused this report to be signed on its behalf by the undersigned, thereunto duly authorized.

TAPIMMUNE INC.

/s/ Glynn Wilson
Glynn Wilson
Chairman, Chief Executive Officer, Principal Executive Officer and Chief Financial Officer
Date: November 16, 2015

Exhibit 10.1

TapImmune Inc.

2014 OMNIBUS STOCK OWNERSHIP PLAN

THE PLAN

TapImmune Inc., a Nevada corporation (the "Company"), established the Corporation's 2014 Omnibus Stock Ownership Plan. The Plan was adopted by the Company's Board of Directors on March 19, 2014 and became effective as of that date, and it permits the grant of stock options, stock bonuses, dividend equivalents, restricted stock units and other stock-based awards. The Plan replaces the Company's 2009 Stock Incentive Plan, and applies to all Awards (as hereinafter defined) granted on or after March 19, 2014, subject to variations as required to comply with local laws and regulations applicable outside the United States.

1. Purpose

The purpose of this Plan is to advance the interest of the Company by encouraging and enabling the acquisition of a larger personal financial interest in the Company by those Employees and non-Employee directors upon whose judgment and efforts the Company is largely dependent for the successful conduct of its operations. It is anticipated that the acquisition of such financial interest and Stock ownership will stimulate the efforts of such Employees and directors on behalf of the Company, strengthen their desire to continue in the service of the Company, and encourage shareholder and entrepreneurial perspectives through Stock ownership. It is also anticipated that the opportunity to obtain such financial interest and Stock ownership will prove attractive to promising new Employees and will assist the Company in attracting such Employees.

2. Definitions

As used in this Plan, the terms set forth below shall have the following meanings (such meanings to be equally applicable to both the singular and plural forms of the terms defined):

(a)"*Award*" means any stock options, restricted stock units, stock bonuses, dividend equivalents and other stock-based awards granted under this Plan. In addition, for purposes of Section 3(d) only, "Award" means any award granted under any Prior Plan.

(b)"*Award Agreement*" has the meaning specified in Section 4(c)(iv). *(c)*"*Board*" means the Board of Directors of the Company.

(d)"*Business Combination*" has the meaning specified in Section 2(g)(iii).

(e)"*Business Day*" means any day on which the principal securities exchange on which the shares of the Company's common stock are then listed or admitted to trading is open.

(f)"*Cause*" means the Grantee's commission of any act or acts involving dishonesty, fraud, illegality or moral turpitude.

(g)"*Change in Control*" means the happening of any of the following events:

(i)the acquisition by any Person of "beneficial ownership" (within the meaning of Rule 13d-3 promulgated under the 1934 Act) of 20% or more of either (A) the then-outstanding shares of Stock ("Outstanding Company Common Stock") or (B) the combined voting power of the then-outstanding voting securities of the Company entitled to vote generally in the election of directors (the "Outstanding Company Voting Securities"); provided, however, that, for purposes of this Section 2(g)(i), the following acquisitions shall not constitute a Change in Control: (1) any acquisition directly from the Company, (2) any acquisition by the Company, (3) any acquisition by any Employee benefit plan (or related trust) sponsored or maintained by the Company or any entity controlled by the Company or (4) any acquisition by any entity pursuant to a transaction that complies with Sections 2(g)(iii)(A), (B) and (C); or

(ii)individuals who, as of the date hereof, constitute the Board (the "Incumbent Board") cease for any reason to constitute at least a majority of the Board; provided, however, that any individual becoming a director subsequent to the date hereof whose election, or nomination for election by the Company's shareholders, was approved by a vote of at least a majority of the directors then comprising the Incumbent Board shall be considered as though such individual were a member of the Incumbent Board, but excluding, for this purpose, any such individual whose initial assumption of office occurs as a result of an actual or threatened election contest with respect to the election or removal of directors or other actual or threatened solicitation of proxies or consents by or on behalf of a Person other than the Board; or

(iii)consummation of a reorganization, merger, statutory share exchange or consolidation or similar corporate transaction involving the Company and/or any entity controlled by the Company, or a sale or other disposition of all or substantially all of the assets of the Company, or the acquisition of assets or stock of another entity by the Company or any entity controlled by the Company (each, a "Business Combination"), in each case, unless, following such Business Combination, (A) all or substantially all of the individuals and entities that were the beneficial owners of the Outstanding Company Common Stock and Outstanding Company Voting Securities immediately prior to such Business Combination beneficially own, directly or indirectly, more than 60% of the then-outstanding shares of common stock and the combined voting power of the then-outstanding voting securities entitled to vote generally in the election of directors, as the case may be, of the corporation resulting from such Business Combination (including, without limitation, an entity that, as a result of such transaction, owns the Company or all or substantially all of the Company's assets either directly or through one or more subsidiaries) in substantially the same proportions as their ownership, immediately prior to such Business Combination of the Outstanding Company Common Stock and Outstanding Company Voting Securities, as the case may be, (B) no Person (excluding any entity resulting from such Business Combination or any employee benefit plan (or related trust) of the Company or such entity resulting from such Business Combination) beneficially owns, directly or indirectly, 40% or more of, respectively, the then-outstanding shares of common stock of the corporation resulting from such Business Combination or the combined voting power of the then-outstanding voting securities of such corporation, except to the extent that such ownership existed prior to the Business Combination, and (C) at least a majority of the members of the board of directors of the entity resulting from such Business Combination were members of the Incumbent Board at the time of the execution of the initial agreement, or of the action of the Board, providing for such Business Combination; or

(iv)approval by the shareholders of the Company of a complete liquidation or dissolution of the Company.

(h)"*Code*" means the U.S. Internal Revenue Code of 1986, as amended, and regulations and rulings thereunder. References to a particular section of, or rule under, the Code shall include references to successor provisions.

(i)"*Committee*" has the meaning specified in Section 4(a). *(j)*"*Company*" has the meaning specified in the first paragraph.

(k)"*Disability*" as it regards Employees, shall mean a mental or physical condition which, with or without reasonable accommodations, renders an Employee permanently unable or incompetent to carry out the job responsibilities he held or tasks to which he was assigned at the time the condition was incurred, with such determination to be made by the Committee on the basis of such medical and other competent evidence as the Committee in its sole discretion shall deem relevant.

"*Disability*" as it regards non-Employee directors and senior directors means a physical or mental condition that prevents the director from performing his or her duties as a member of the Board or a senior director, as applicable, and that is expected to be permanent or for an indefinite duration exceeding one year.

(l)"*Dividend equivalent*" means an Award made pursuant to Section 6(d).

(m)"*Employee*" means any individual designated as an employee of the Company, its Affiliate, and/or its Subsidiaries who is on the current payroll records thereof; an Employee shall not include any individual during any period he or she is classified or treated by the Company, Affiliate, and/or Subsidiary as an independent contractor, a consultant, or any employee of an employment, consulting, or temporary agency or any other entity other than the Company, Affiliate, and/or Subsidiary, without regard to whether such individual is subsequently determined to have been, or is subsequently retroactively reclassified as a common-law employee of the Company, Affiliate, and/or Subsidiary during such period. "*Employment*"shall have the correlative meaning. The Committee in its discretion may, in the applicable Award Agreement, adopt a different definition of "Employee" and "Employment" for Awards granted to Grantees working outside the United States.

(n)"*Effective Date*" means March 19, 2014.

(o)"*Fair Market Value*" of any security of the Company means, as of any applicable date, the closing price of the security at the close of normal trading hours on the New York Stock Exchange, or, if no such sale of the security shall have occurred on such date, on the next preceding date on which there was such a sale.

(p)"*Foreign Equity Incentive Plan*" has the meaning specified in Section 14.

(q)"*Grant Date*" has the meaning specified in Section 6(a)(i).

(r)"*Grantee*" means an individual who has been granted an Award.

(s)"*including*" or "*includes*" means "including, without limitation," or "includes, without limitation."

(t)"*Incumbent Board*" has the meaning specified in Section 2(g)(ii).

(u)"*Minimum Consideration*" means $.01 per share or such larger amount determined pursuant to resolution of the Board to be "capital".

(v)"*Minimum Vesting Requirement*" means that Awards subject to the Minimum Vesting Requirement shall not become nonforfeitable prior to the first anniversary of the Grant Date, subject to Sections 12, 13 and 21.

(w)"*1934 Act*" means the Securities Exchange Act of 1934, as amended, and regulations and rulings thereunder. References to a particular section of, or rule under, the 1934 Act shall include references to successor provisions.

(x)"*non-Employee director*" means a member of the Board who is not an Employee of the Company. *(y)*"*Option Price*" means the per-share purchase price of Stock subject to a stock option. *(z)*"*other stock-based award*" means an Award made pursuant to Section 6(f). *(aa)*"*Outstanding Company Common Stock*" has the meaning specified in Section 2(g)(i). *(bb)*"*Outstanding Company Voting Securities*" has the meaning specified in Section 2(g)(i).

(cc)"*Person*" means any "*individual*," "*entity*" or "*group*," within the meaning of Section 13(d)(3) or 14(d)(2) of the 1934 Act.

(dd)"*Prior Plan*" means the Company's 2009 Stock Incentive Plan.

(ee)"*Qualified Performance-Based Award*" means any Award that is intended to qualify for the Section 162(m) Exemption, as provided in Section 23.

(ff)"*Qualified Performance Goal*" means a performance goal established by the Committee in connection with the grant of a Qualified Performance-Based Award, which (i) is based on the attainment of specified levels of one ormore Specified Performance Goals, and (ii) is set by the Committee within the time period prescribed by Section 162(m) of the Code; provided, that in the case of a stock option or stock appreciation right, the Qualified Performance Goal shall be considered to have been established without special action by the Committee, by virtue of the fact that the Stock subject to such Award must increase in value over its Fair Market Value on the Grant Date (or over a higher value) in order for the Grantee to realize any compensation from exercising the stock option or stock appreciation right.

(gg)"*Restricted Stock Unit*" *or* "*RSU*" means an Award made pursuant to Section 6(e).

(hh)"*Section 16 Grantee*" means an individual subject to potential liability under Section 16(b) of the 1934 Act with respect to transactions involving equity securities of the Company.

(ii)"*Section 162(m) Exemption*" means the exemption from the limitation on deductibility imposed by Section 162(m) of the Code that is set forth in Section 162(m)(4)(C) of the Code.

(jj)"*Service-Vesting Award*" means an Award, the vesting of which is contingent solely on the continued service of the Grantee as an Employee of the Company and its Subsidiaries or as a non-Employee director of the Company.

(kk)"*Specified Performance Goal*" means any of the following measures as applied to the Company as a whole or to any Subsidiary, division or other unit of the Company: revenue; operating income; net income; basic or diluted earnings per share; return on revenue; return on assets; return on equity; return on total capital; total shareholder return; or any other measure of financial performance that can be determined pursuant to U.S. generally accepted accounting principles.

(ll)"*Stock*" means the common stock of the Company, par value $.01 per share.

(mm)"*Subsidiary*" means any entity in which the Company directly or through intervening subsidiaries owns 50% or more of the total combined voting power or value of all classes of stock, or, in the case of an unincorporated entity, a 50% or more interest in the capital and profits.

(nn)"*Termination of Directorship*" means the first date upon which a non-Employee director is not a member of the Board.

(oo) "*Termination of Employment*" of a Grantee means the termination of the Grantee's Employment with the Company and the Subsidiaries, as determined by the Company.

3. Scope of this Plan

*(a)*As of March 18, 2014, no shares were available for future grant under Prior Plans. If this Plan is approved, those shares, an additional 2 million shares, and any shares returned to the Prior Plans as described in (d) below, will become available for future grants under this Plan, up to a total number of shares of Stock delivered to Grantees pursuant to this Plan of Two million, subject to the other provisions of this Section 3 and to adjustment as provided in Section 22. Such shares may be treasury shares or newly-issued shares or both, as may be determined from time to time by the Board or by the Committee appointed pursuant to Section 4.

*(b)*Subject to adjustment as provided in Section 22, the maximum number of shares of Stock for which stock options and stock appreciation rights may be granted to any Grantee in any one-year period shall be at the discretion of the Board of Directors, and the maximum number of shares of Stock that may be granted to any Grantee in any one-year period in the form of restricted stock, and other stock-based awards, in each case that are Qualified Performance-based Awards, shall be at the discretion of the Board of Directors. Subject to the other provisions of this Section 3 and subject to adjustment as provided in Section 22, not more than 15% of the total outstanding shares of the Company may be granted as Bonus Shares under this Plan.

*(c)*If and to the extent an Award granted under this Plan shall, after the Effective Date, expire or terminate for any reason without having been exercised in full, or shall be forfeited or settled for cash, the shares of Stock (including restricted stock) associated with the expired, terminated or forfeited portion of such Award shall become available for other Awards. In no event shall the number of shares of Stock considered to be delivered pursuant to the exercise of a stock appreciation right include the shares that represent the grant or exercise price thereof, which shares are not delivered to the Grantee upon exercise.

(d)If and to the extent an Award granted under a Prior Plan shall, after the Effective Date, expire or terminate for any reason without having been exercised in full, or shall be forfeited or settled for cash, the shares of Stock (including restricted stock) associated with the expired, terminated or forfeited portion of such Award shall become available for Awards under this Plan. If, after the Effective Date, a Grantee uses shares of Stock owned by the Grantee (by either actual delivery or by attestation) to pay the Option Price of any stock option granted under this Plan or a Prior Plan or to satisfy any tax-withholding obligation with respect to an Award granted under this Plan or a Prior Plan, the number of shares of Stock delivered or attested to shall be added to the number of shares of Stock available for delivery under this Plan. To the extent any shares of Stock subject to a stock option granted under this Plan are withheld, after the Effective Date, to satisfy the Option Price of that stock option, or any shares of Stock subject to an Award granted under this Plan are withheld to satisfy any tax-withholding obligation, such shares shall not be deemed to have been delivered for purposes of determining the maximum number of shares of Stock available for delivery under this Plan. To the extent any shares of Stock subject to an Award granted under a Prior Plan are withheld, after the Effective Date, to satisfy any tax-withholding obligation, such shares shall be added to the maximum number of shares of Stock available for delivery under this Plan. Notwithstanding the foregoing, no shares of Stock that become available for Awards granted under this Plan pursuant to the foregoing provisions of this Section 3(d) shall be available for grants of incentive stock options pursuant to Section 6(f).

4. Administration

(a)Subject to Section 4(b), this Plan shall be administered by a committee appointed by the Board (the “Committee”). All members of the Committee shall be “outside directors” (as defined or interpreted for purposes of the Section 162(m) Exemption). The composition of the Committee also shall be subject to such limitations as the Board deems appropriate to permit transactions in Stock pursuant to this Plan to be exempt from liability under Rule 16b-3 under the 1934 Act and to satisfy the “independence” requirements of any national securities exchange on which the Stock is listed.

(b)The Board may, in its discretion, reserve to itself any or all of the authority and responsibility of the Committee. To the extent that the Board has reserved to itself the authority and responsibility of the Committee or that the Board has not appointed a Commitee, all references to the Committee in this Plan shall be deemed to refer to the Board.

(c)The Committee shall have full and final authority, in its discretion, but subject to the express provisions of this Plan (including without limitation Section 23(e)), as follows:

(i)to grant Awards,

(ii)to determine (A) when Awards may be granted, and (B) whether or not specific Awards shall be identified with other specific Awards, and, if so, whether they shall be exercisable cumulatively with or alternatively to such other specific Awards,

(iii)to interpret this Plan,

(iv)to determine all terms and provisions of all Awards, including without limitation any restrictions or conditions (including specifying such performance criteria as the Committee deems appropriate, and imposing restrictions with respect to Stock acquired upon exercise of a stock option, which restrictions may continue beyond the Grantee's Termination of Employment or Termination of Directorship, as applicable), which shall be set forth in a written (including in an electronic form) agreement for each Award (the “Award Agreements”), which need not be identical, and, with the consent of the Grantee, to modify any such Award Agreement at any time,

(v)to adopt or to authorize foreign Subsidiaries to adopt Foreign Equity Incentive Plans as provided in

Section 14,

(vi)to delegate any or all of its duties and responsibilities under this Plan to any individual or group of individuals it deems appropriate, except its duties and responsibilities with respect to Section 16 Grantees and with respect to Qualified Performance-Based Awards, and (A) the acts of such delegates shall be treated hereunder as acts of the Committee and (B) such delegates shall report to the Committee regarding the delegated duties and responsibilities,

(vii)to accelerate the exercisability of, and to accelerate or waive any or all of the restrictions and conditions applicable to, any Award or any group of Awards, other than the Minimum Vesting Requirement, for any reason, solely to the extent that any such acceleration or waiver would not cause any tax to become due under Section 409A of the Code,

(viii)subject to Section 6(a)(ii), to extend the time during which any Award or group of Awards may be exercised or earned, solely to the extent that any such extension would not cause any tax to become due under Section 409A of the Code,

(ix)to make such adjustments or modifications to Awards granted to or held by Grantees working outside the United States as are necessary and advisable to fulfill the purposes of this Plan or to accommodate the specific requirements of local laws, procedures or practices,

(x)to impose such additional conditions, restrictions and limitations upon the grant, exercise or retention of Awards as the Committee may, before or concurrently with the grant thereof, deem appropriate, including requiring simultaneous exercise of related identified Awards and limiting the percentage of Awards that may from time to time be exercised by a Grantee,

(xi)notwithstanding Section 8, to prescribe rules and regulations concerning the transferability of any

Awards, and

(xii)to make all other decisions and determinations that may be required pursuant to the Plan or as the Committee deems necessary or advisable to administer the Plan.

*(d)*The determination of the Committee on all matters relating to this Plan or any Award Agreement shall be made in its sole discretion, and shall be conclusive and final. No member of the Committee shall be liable for any action or determination made in good faith with respect to this Plan or any Award.

5. Eligibility

Awards may be granted to any Employee (including any officer) of the Company or any of its domestic Subsidiaries, any Employee, officer or director of any of the Company's foreign Subsidiaries and to any non-Employee director of the Company. In selecting the individuals to whom Awards may be granted, as well as in determining the number of shares of Stock subject to, and the other terms and conditions applicable to, each Award, the Committee shall take into consideration such factors as it deems relevant in promoting the purposes of this Plan.

6. Conditions to Grants *(a)General conditions.*

(i)The “Grant Date” of an Award shall be the date on which the Committee grants the Award or such later date as specified in advance by the Committee.

(ii)The term of each Award shall be a period not longer than 10 years from the Grant Date. (iii)A Grantee may, if otherwise eligible, be granted additional Awards in any combination.

(b)Grant of Stock Options and Option Price. A stock option represents the right to purchase a share of Stock at a predetermined Option Price. No later than the Grant Date of any stock option, the Committee shall establish the Option Price of such stock option. The per-share Option Price of a stock option shall not be less than 100% of the Fair Market Value of a share of the Stock on the Grant Date. Such Option Price shall be subject to adjustment as provided in Section 22. The applicable Award Agreement may provide that the stock option shall be exercisable for restricted stock. The Committee shall not without the approval of the Company's shareholders, other than pursuant to Section 22, (i) reduce the per-share Option Price of a stock option after it is granted, (ii) cancel a stock option when the per-share Option Price exceeds the Fair Market Value of a share of the Stock in exchange for cash or another Award (other than in connection with a Change in Control), or (iii) take any other action with respect to a stock option that would be treated as a repricing under the rules and regulations of the New York Stock Exchange.

(c)Grant of Stock Bonuses. The Committee may, in its discretion, grant shares of Stock to any Employee eligible under Section 5 to receive Awards, other than executive officers of the Company.

(d)Grant of Dividend Equivalents. The Committee may, in its discretion, grant dividend equivalents, which represent the right to receive cash payments or shares of Stock measured by the dividends payable with respect to specific shares of Stock or a specified number of shares of Stock. Dividend equivalents may be granted as part of another type of Award, and shall be subject to such terms and conditions as the Committee shall determine; provided, that the Committee shall not provide for payment of dividend equivalents in a manner that would cause any tax to become due under Section 409A of the Code.

(e)Grant of Restricted Stock Units ("RSUs"). The Committee may, in its discretion, grant RSUs, which Awards are denominated in, payable in, and valued, in whole or in part, by reference to, shares of Stock. An RSU shall represent the right to receive a payment, in cash, shares of Stock or both (as determined by the Committee), and shall be subject to such terms and conditions as the Committee shall determine.

(f)Grant of Other Stock-Based Awards. The Committee may, in its discretion, grant other stock-based awards. These are Awards, other than stock options (not including incentive stock options), stock bonuses, dividend equivalents and restricted stock units that are denominated in, valued, in whole or in part, by reference to, or otherwise based on or related to, Stock. The purchase, exercise, exchange or conversion of other stock-based awards granted under this Section 6(f) shall be on such terms and conditions and by such methods as shall be specified by the Committee. If the value of any other stock-based award is based on the difference between the excess of the Fair Market Value, on the date such Fair Market Value is determined, over such Award's exercise or grant price, the exercise or grant price for such an Award will not be less than 100% of the Fair Market Value on the Grant Date. If the value of such an Award is based on the full value of a share of Stock, and the Award is a Service-Vesting Award, then such Award shall be subject to the Minimum Vesting Requirement. The Committee shall not without the approval of the Company's shareholders, other than pursuant to Section 22, (i) lower the exercise price of a stock appreciation right after it is granted, (ii) cancel a stock appreciation right when the exercise price exceeds the Fair Market Value of a share of the Stock in exchange for cash or another Award (other than in connection with a Change in Control), or (iii) take any other action with respect to a stock appreciation right that would be treated as a repricing under the rules and regulations of the rules of any national market or quotation system on which the Company's shares of common stock are listed or quoted.

7. Grantee's Agreement to Serve

The Committee may, in its discretion, require each Grantee who is granted an Award to, execute such Grantee's Award Agreement, and to agree that such Grantee will remain in the employ of the Company or any of its Subsidiaries or remain as a non-Employee director, as applicable, for at least one year after the Grant Date. No obligation of the Company or any of its Subsidiaries as to the length of any Grantee's employment or service as a non-Employee director shall be implied by the terms of this Plan, any grant of an Award hereunder or any Award Agreement. The Company and its Subsidiaries reserve the same rights to terminate employment of any Grantee as existed before the Effective Date.

8. Non-Transferability

No Award granted hereunder shall be assigned, encumbered, pledged, sold, transferred, or otherwise disposed of other than by will or the laws of descent and distribution; provided however, that unless otherwise determined by the Committee, a Grantee may designate in writing a beneficiary to exercise or hold, as applicable, his or her Award after such Grantee's death. In the case of a holder after the Grantee's death, an Award shall be transferable solely by will or by the laws of descent and distribution.

9. Exercise

(a)Exercise of Stock Options. Subject to Sections 4(c)(vii), 12, 13 and 21 and such terms and conditions as the Committee may impose, each stock option shall be exercisable as and when determined by the Committee; provided that, unless the Committee determines otherwise, each stock option shall be exercisable in one or more installments commencing not earlier than the first anniversary of the Grant Date of such stock option.

Each stock option shall be exercised by delivery of notice of intent to purchase a specific number of shares of Stock subject to such stock option. Such notice shall be in a manner specified by and satisfactory to the Company. The Option Price of any shares of Stock as to which a stock option shall be exercised shall be paid in full at the time of the exercise. Payment may, at the election of the Grantee, be made in any one or any combination of the following:

(i)cash,

(ii)unless otherwise determined by the Committee, Stock owned by the Grantee, valued at its Fair Market Value at the time of exercise,

(iii)with the approval of the Committee, shares of restricted stock held by the Grantee, each valued at the Fair Market Value of a share of Stock at the time of exercise, or

(iv)unless otherwise determined by the Committee, through simultaneous sale through a broker of shares acquired on exercise, as permitted under Regulation T of the Board of Governors of the Federal Reserve System.

If shares of Stock are used to pay the Option Price, such shares of Stock must have been held by the Grantee for more than six months prior to exercise of the stock option, unless otherwise determined by the Committee. Such payment may be made by actual delivery or attestation.

(b)Time of Exercise/Expiration. Notwithstanding anything to the contrary herein, in the event that the final date on which any stock option would otherwise be exercisable in accordance with the provisions of this Plan (including without limitation Section 12 hereof) is not a Business Day, the last day on which such stock option may be exercised is the last Business Day immediately preceding such date.

10. Notification under Section 83(b)

The Committee may, on the Grant Date or any later date, prohibit a Grantee from making the election described below. If the Committee has not prohibited such Grantee from making such election, and the Grantee shall, in connection with the exercise of any stock option, or the grant of any share of restricted stock, make the election permitted under Section 83(b) of the Code (i.e., an election to include in such Grantee's gross income in the year of transfer the amounts specified in Section 83(b) of the Code), such Grantee shall notify the Company of such election within 10 days of filing notice of the election with the U.S. Internal Revenue Service, in addition to complying with any filing and notification required pursuant to regulations issued under the authority of Section 83(b) of the Code.

11. Withholding Taxes

*(a)*Whenever, under this Plan, cash or Stock is to be delivered upon exercise or payment of an Award, or any other event occurs that results in taxation of a Grantee with respect to an Award, the Company shall be entitled to require (i) that the Grantee remit an amount sufficient to satisfy all U.S. federal, state and local withholding tax requirements related thereto, (ii) the withholding of such sums from compensation otherwise due to the Grantee or from any shares of Stock due to the Grantee under this Plan, (iii) any other method prescribed by the Committee from time to time or (iv) any combination of the foregoing.

*(b)*If any disqualifying disposition (as defined in Section 421(b) of the Code) is made with respect to shares of Stock acquired under an incentive stock option granted pursuant to this Plan or any election described in Section 10 is made, then the individual making such disqualifying disposition or election shall remit to the Company an amount sufficient to satisfy all U.S. federal, state and local withholding taxes thereby incurred; provided, that in lieu of or in addition to the foregoing, the Company shall have the right to withhold such sums from compensation otherwise due to the Grantee or from any shares of Stock due to the Grantee under this Plan.

*(c)*Notwithstanding the foregoing, in no event shall the amount withheld or remitted in the form of shares of Stock due to a Grantee under this Plan exceed the minimum required by applicable law, except in the case of amounts due to a Grantee working outside the United States where the amount withheld may exceed such minimum, provided that it is not in excess of the actual amount required to be withheld with respect to the Grantee under applicable tax law or regulations.

*(d)*Although the Company may endeavor to qualify an Award for favorable tax treatment under the laws of the United States or jurisdictions outside of the United States or to avoid adverse tax treatment, the Company makes no representation to that effect and expressly disavows any covenant to maintain favorable or avoid unfavorable tax treatment, notwithstanding anything contrary in this Plan and the Company will have no liability to a Grantee or any other party if a payment under an Award does not receive or maintain such favorable treatment or does not avoid such unfavorable treatment. The Company shall be unconstrained in its corporate activities without regard to the potential tax impact on Grantees.

12. Termination of Employment

*(a)*The applicable Award Agreement shall specify the treatment of such Award upon the Grantee's Termination of Employment. Unless otherwise provided in the applicable Award Agreement, all unvested Awards shall forfeit upon the Grantee's Termination of Employment, and vested stock options shall remain exercisable until the 90th day following Termination of Employment.

(b)Committee Discretion. Notwithstanding the foregoing, the Committee may determine that the consequences of a Termination of Employment for a particular Award will differ from those in the applicable Grant Agreement after it is granted if the change is favorable to the Grantee, unless otherwise required to comply with applicable laws; provided, that the Committee shall have no authority (i) after the Grant Date, to extend the time to exercise unexercised stock options or stock appreciation rights to any date later than the 10th anniversary of the Grant Date (or, if earlier, the original expiration date of the Award) or (ii) otherwise to provide for terms of an Award that would cause any tax to become due under Section 409A of the Code.

13. Termination of Directorship

*(a)*The applicable Award Agreement shall specify the treatment of such Award upon the Director's Termination of Directorship with the Company. Unless otherwise provided in the applicable Award Agreement, all unvested Awards shall forfeit upon the Director's Termination of Directorship.

(b)Committee Discretion. Notwithstanding the foregoing, the Committee may determine that the consequences of Termination of Directorship for a particular Award will differ from those in the Applicable Award Agreement after the Award is granted, if the change is favorable to the Grantee; provided, that the Committee shall have no authority (i) after the Grant Date, to extend the time to exercise unexercised stock options or stock appreciation rights to any date later than the 10th anniversary of the Grant Date (or, if earlier, the original expiration date of the Award) or (ii) otherwise to provide for terms of an Award that would cause any tax to become due under Section 409A of the Code.

14. Equity Incentive Plans of Foreign Subsidiaries

The Committee may adopt or authorize any foreign Subsidiary to adopt a plan for granting Awards (a "Foreign Equity Incentive Plan"). All awards granted under such Foreign Equity Incentive Plans shall be treated as grants under this Plan. Such Foreign Equity Incentive Plans shall have such terms and provisions as the Committee permits not inconsistent with the provisions of this Plan.

15. Securities Law Matters

(a)If the Committee deems it necessary to comply with the Securities Act of 1933, as amended, and the regulations and rulings thereunder, the Committee may require a written investment intent representation by the Grantee and may require that a restrictive legend be affixed to certificates for shares of Stock.

(b)If, based upon the opinion of counsel for the Company, the Committee determines that the exercise or nonforfeitability of, or delivery of benefits pursuant to, any Award would violate any applicable provision of (i) U.S. federal, state, foreign or local securities law or (ii) the listing requirements of any national securities exchange on which are listed any of the Company's equity securities (together, referred to herein as "Securities Law Requirements"), then the Committee may (A) postpone any such exercise, nonforfeitability or delivery, as the case may be, for not more than 30 days after the date on which such exercise, nonforfeitability or delivery would no longer violate such law or requirements, or (B) amend or cancel some or all of the Awards affected by such Securities Law Requirements, with or without consideration to the relevant Grantees.

16. Funding

Benefits payable under this Plan to any person shall be paid directly by the Company. The Company shall not be required to fund, or otherwise segregate assets to be used for payment of, benefits under this Plan.

17. No Employment Rights

Neither the establishment of this Plan, nor the granting of any Award, shall be construed to (a) give any Grantee the right to remain employed by the Company or any of its Subsidiaries or to any benefits not specifically provided by this Plan or (b) in any manner modify the right of the Company or any of its Subsidiaries to modify, amend, or terminate any of its employee benefit plans.

18. Rights as a Stockholder

A Grantee shall not, by reason of any Award (other than restricted stock), have any right as a stockholder of the Company with respect to the shares of Stock that may be deliverable upon exercise or payment of such Award until such shares have been delivered to him or her.

19. Nature of Payments

Any and all grants, payments of cash, or deliveries of shares of Stock hereunder shall constitute special incentive payments to the Grantee, and shall not be taken into account in computing the amount of salary or compensation of the Grantee for the purposes of determining any pension, retirement, death or other benefits under (a) any pension, retirement, profit-sharing, bonus, life insurance or other employee benefit plan of the Company or any of its Subsidiaries or (b) any agreement between the Company or any Subsidiary, on the one hand, and the Grantee, on the other hand, except as such plan or agreement shall otherwise expressly provide.

20. Non-Uniform Determinations

Neither the Committee's nor the Board's determinations under this Plan need be uniform, and may be made by the Committee or the Board selectively among individuals who receive, or are eligible to receive, Awards (whether or not such individuals are similarly situated). Without limiting the generality of the foregoing, the Committee shall be entitled, among other things, to make non-uniform and selective determinations, to enter into non-uniform and selective Award Agreements as to (a) the identity of the Grantees, (b) the terms and provisions of Awards, and (c) the treatment, under Section 12, of Terminations of Employment.

21. Change in Control Provisions

Notwithstanding any other provision of this Plan to the contrary, the provisions of this Section 21 shall apply in the event of a Change in Control, unless otherwise determined by the Committee in connection with the grant of an Award (as reflected in the applicable Award Agreement).

(a)Upon a Change in Control, each then-outstanding stock option and stock appreciation right, and each other then-outstanding Award that is a Service-Vesting Award (each, a "Replaced Award"), shall be replaced with another Award meeting the requirements of Section 21(b) (a "Replacement Award"); provided that (i) if a Replacement Award meeting the requirements of Section 21(b) cannot be issued (because, for example, there are no publicly traded equity securities available, such that the requirement described in clause (iii) of the first sentence of Section 21(b) cannot be met), or (ii) the Committee so determines at any time prior to the Change in Control, upon a Change in Control each Replaced Award shall instead become fully vested, exercisable and free of restrictions. The treatment of any Awards which are not Replaced Awards (i.e., Awards other than stock options and stock appreciation rights, which are not Service-Vesting Awards) shall be as determined by the Committee in connection with the grant thereof, as reflected in the applicable Award Agreement.

(b)An Award shall meet the conditions of this Section 21(b) (and hence qualify as a Replacement Award) if: (i) it is of the same type as the Replaced Award; (ii) it has a value at least equal to the value of the Replaced Award; (iii) it relates to publicly traded equity securities of the Company or its successor in the Change in Control or another entity that is affiliated with the Company or its successor following the Change in Control; (iv) its terms and conditions comply with Section 21(c) below; and (v) its other terms and conditions are not less favorable to the Grantee than the terms and conditions of the Replaced Award (including the provisions that would apply in the event of a subsequent Change in Control). Without limiting the generality of the foregoing, the Replacement Award may take the form of a continuation of the Replaced Award if the requirements of the preceding sentence are satisfied. The determination of whether the conditions of this Section 21(b) are satisfied shall be made by the Committee, as constituted immediately before the Change in Control, in its sole discretion. Without limiting the generality of the foregoing, the Committee may determine the value of Awards and Replacement Awards that are stock options by reference to either their intrinsic value or their fair value.

(c)Upon a Termination of Employment or Termination of Directorship of a Grantee occurring in connection with or during the period of two years after such Change in Control, other than for Cause, (i) all Replacement Awards held by the Grantee shall become fully vested and (if applicable) exercisable and free of restrictions, and (ii) all stock options and stock appreciation rights held by the Grantee immediately before the Termination of Employment or Termination of Directorship that the Grantee held as of the date of the Change in Control or that constitute Replacement Awards shall remain exercisable for not less than two years following such termination or until the expiration of the stated term of such stock option, whichever period is shorter (provided, that if the applicable Award Agreement provides for a longer period of exercisability, that provision shall control). The treatment described in the preceding sentence shall not apply if the Termination of Employment is initiated by the Employee.

22. Adjustments Upon Certain Changes

The following shall be subject to any action by the shareholders of the Company required by law, applicable tax rules or the rules of any exchange on which shares of Stock of the Company are listed for trading:

(a)Shares Available for Grants. In the event of any change in the number of shares of Stock of the Company outstanding by reason of any stock dividend or split, recapitalization, merger, consolidation, combination or exchange of shares or similar corporate change, the maximum aggregate number of shares of Stock with respect to which the Committee may grant Awards and the maximum aggregate number of shares of Stock with respect to which the Committee may grant Awards to any individual Grantee in any year shall be appropriately adjusted by the Committee. In the event of any change in the number of shares of Stock of the Company outstanding by reason of any other event or transaction, the Committee may, to the extent deemed appropriate by the Committee, make such adjustments in the number and class of shares of Stock with respect to which Awards may be granted.

(b)Increase or Decrease in Issued Shares Without Consideration. In the event of any increase or decrease in the number of issued shares of Stock of the Company resulting from a subdivision or consolidation of shares of Stock of the Company or the payment of a stock dividend (but only on the shares of Stock of the Company), or any other increase or decrease in the number of such shares effected without receipt or payment of consideration by the Company, the Committee may, to the extent deemed appropriate by the Committee, adjust the number of shares of Stock subject to each outstanding Award and the exercise price per share of Stock of each such Award.

(c)Certain Mergers. In the event of any merger, consolidation or similar transaction as a result of which the holders of shares of Stock receive consideration consisting exclusively of securities of the surviving corporation in such transaction, the Committee may, to the extent deemed appropriate by the Committee, adjust each Award outstanding on the date of such merger or consolidation so that it pertains and applies to the securities which a holder of the number of shares of Stock subject to such Award would have received in such merger or consolidation.

(d)Certain Other Transactions. In the event of (i) a dissolution or liquidation of the Company, (ii) a sale of all or substantially all of the Company's assets (on a consolidated basis), or (iii) a merger, consolidation or similar transaction involving the Company in which the holders of shares of Stock receive securities and/or other property, including cash, other than shares of the surviving corporation in such transaction, the Committee shall, in its sole discretion, have the power to:

(i)cancel, effective immediately prior to the occurrence of such event, each Award (whether or not then exercisable or vested), and, in full consideration of such cancellation, pay to the Grantee to whom such Award was granted an amount in cash, for each share of Stock subject to such Award, equal to the value, as determined by the Committee, of such Award, provided that with respect to any outstanding stock option such value shall be equal to the excess of (A) the value, as determined by the Committee, of the property (including cash) received by the holder of a share of Stock as a result of such event over (B) the exercise price of such stock option; or

(ii)provide for the exchange of each Award (whether or not then exercisable or vested) for an Award with respect to some or all of the property which a holder of the number of shares of Stock subject to such Award would have received in such transaction and, incident thereto, make an equitable adjustment as determined by the Committee in the exercise price of the Award, or the number of shares or amount of property subject to the Award or provide for a payment (in cash or other property) to the Grantee to whom such Award was granted in partial consideration for the exchange of the Award.

(e)Other Changes. In the event of any change in the capitalization of the Company or corporate change other than those specifically referred to in paragraphs 22(b), (c) or (d), the Committee may make such adjustments in the number and class of shares subject to Awards outstanding on the date on which such change occurs and in such other terms of such Awards as the Committee may consider appropriate, provided that if any such Award is intended to be a Qualified Performance-Based Award such adjustment is consistent with the requirements of Section 162(m) Exemption.

(f)No Other Rights. Except as expressly provided in the Plan, no Grantee shall have any rights by reason of any subdivision or consolidation of shares of stock of any class, the payment of any dividend, any increase or decrease in the number of shares of stock of any class or any dissolution, liquidation, merger or consolidation of the Company or any other corporation. Except as expressly provided in the Plan, no issuance by the Company of shares of stock of any class, or securities convertible into shares of stock of any class, shall affect, and no adjustment by reason thereof shall be made with respect to, the number of shares or amount of other property subject to, or the terms related to, any Award.

(g)Savings Clause. No provision of this Section 22 shall be given effect to the extent that such provision would cause any tax to become due under Section 409A of the Code.

23. Qualified Performance-Based Awards

(a)The provisions of this Plan are intended to ensure that all stock options and stock appreciation rights granted hereunder to any Grantee who is or may be a "covered employee" (within the meaning of Section 162(m)(3) of the Code) at the time of exercise qualify for the Section 162(m) Exemption, and all such Awards shall therefore be considered Qualified Performance-Based Awards and this Plan shall be interpreted and operated consistent with that intention. The provisions referred to in the preceding sentence include without limitation the limitation on the total amount of such Awards to any Grantee set forth in Section 3(b); the requirement of Section 4(a) that the Committee satisfy the requirements for being "outside directors" for purposes of the Section 162(m) Exemption; the limitations on the discretion of the Committee with respect to Qualified Performance-Based Awards; and the requirements of Sections 6(b) that the Option Price of stock options be not less than the Fair Market Value of the Stock on the Grant Date (which requirement constitutes the Qualified Performance Goal). The base price for determining the value of stock appreciation rights shall not be less than the Fair Market Value of the Stock on the Grant Date (which requirement constitutes the Qualified Performance Goal).

(b)The Committee may designate any Award (other than a stock option or stock appreciation right) as a Qualified Performance-Based Award upon grant, in each case based upon a determination that (i) the Grantee is or may be a "covered employee" (within the meaning of Section 162(m)(3) of the Code) with respect to such Award, and (ii) the Committee wishes such Award to qualify for the Section 162(m) Exemption. The provisions of this Section 23 shall apply to all such Qualified Performance-Based Awards, notwithstanding any other provision of this Plan, other than Section 21.

(c)Each Qualified Performance-Based Award (other than a stock option or stock appreciation right) shall be earned, vested and payable (as applicable) only upon the achievement of one or more Qualified Performance Goals, together with the satisfaction of any other conditions, such as continued employment, as the Committee may determine to be appropriate; provided that (i) the Committee may provide, either in connection with the grant thereof or by amendment thereafter, that achievement of such Performance Goals will be waived upon the death or Disability of the Grantee, and (ii) the provisions of Section 21 shall apply notwithstanding this sentence.

(d)Qualified Performance Goals may take the form of absolute goals or goals relative to the performance of one or more other companies comparable to the Company or of an index covering multiple companies. In establishing Qualified Performance Goals, the Committee may specify that there shall be excluded the effect of restructuring charges, discontinued operations, extraordinary items, cumulative effects of accounting changes, and other unusual or nonrecurring items, and asset impairment and the effect of foreign currency fluctuations, in each case as those terms are defined under generally accepted accounting principles and provided in each case that such excluded items are objectively determinable by reference to the Company's financial statements, notes to the Company's financial statements and/or management's discussion and analysis in the Company's financial statements.

(e)Except as specifically provided in Section 23(d), no Qualified Performance-Based Award may be amended, nor may the Committee exercise any discretionary authority it may otherwise have under this Plan with respect to a Qualified Performance-Based Award under this Plan, in any manner to waive the achievement of the applicable Qualified Performance Goals or to increase the amount payable pursuant thereto or the value thereof, or otherwise in a manner that would cause the Qualified Performance-Based Award to cease to qualify for the Section 162(m) Exemption.

24. Amendment of this Plan

The Board or the Committee may from time to time in its discretion amend this Plan or Awards, without the approval of the shareholders of the Company, except (i) to the extent required under the listing requirements of any national securities exchange on which are listed any of the Company's equity securities and (ii) to the extent the amendment would result in (A) the reduction of the Option Price of any stock option, (B) cancellation of a stock option when the Option Price exceeds the Fair Market Value of a share of Stock in exchange for cash or another Award (other than in connection with a Change in Control), or (C) any other action with respect to a stock option that would be treated as a repricing under the rules and regulations of the New York Stock Exchange. No such amendment shall adversely affect any previously-granted Award without the consent of the Grantee, except for (x) amendments made to comply with applicable law, stock exchange rules or accounting rules, and (y) amendments that do not materially decrease the value of such Awards. In addition, no such amendment may be made that would cause a Qualified Performance Based Award to cease to qualify for the Section 162(m) Exemption.

25. Termination of this Plan

This Plan shall terminate on the 10th anniversary of the Effective Date or at such earlier time as the Board may determine. Any termination, whether in whole or in part, shall not affect any Award then outstanding under this Plan.

26. No Illegal Transactions

This Plan and all Awards granted pursuant to it are subject to all laws and regulations of any governmental authority that may be applicable thereto; and, notwithstanding any provision of this Plan or any Award, Grantees shall not be entitled to exercise Awards or receive the benefits thereof and the Company shall not be obligated to deliver any Stock or pay any benefits to a Grantee if such exercise, delivery, receipt or payment of benefits would constitute a violation by the Grantee or the Company of any provision of any such law or regulation. Such circumstances or the inability or impracticability of the Company to obtain or maintain authority from any regulatory body (which authority is deemed by the Company to be necessary for the lawful issuance and/or sale of Stock hereunder) shall relieve the Company of any liability for the failure to issue and/or sell such Stock and shall constitute circumstances in which the Committee may determine to amend or cancel Awards pertaining to such Stock, with or without consideration to the affected Grantees.

27. Controlling Law

The law of the State of Illinois, except its law with respect to choice of law, shall be controlling in all matters relating to this Plan.

28. Severability

If all or any part of this Plan is declared by any court or governmental authority to be unlawful or invalid, such unlawfulness or invalidity shall not serve to invalidate any portion of this Plan not declared to be unlawful or invalid. Any Section or part of a Section so declared to be unlawful or invalid shall, if possible, be construed in a manner that will give effect to the terms of such Section or part of a Section to the fullest extent possible while remaining lawful and valid.

29. Section 409A

No provision of this Plan shall be given effect to the extent that such provision would cause any tax to become due under Section 409A of the Code. No action, or failure to act, pursuant to this Section 29 or to any other provision of the Plan that references Section 409A of the Code shall subject the Committee, the Board or the Company to any claim, liability or expense, and neither the Committee, the Board nor the Company shall have any obligation to indemnify or otherwise protect any Grantee from the obligation to pay any taxes pursuant to Section 409A of the Code.

Exhibit 10.2

AMENDMENT TO
TAPIMMUNE INC.
2014 OMNIBUS STOCK OWNERSHIP PLAN

Pursuant to the authority reserved to the Board of Directors in Section 24 of the TapImmune Inc. 2014 Omnibus Stock Ownership Plan (the "Plan"), the Company hereby amends the terms of the Plan in the following manner, effective as of February 10, 2015, to order to authorize the Company to grant stock options and other equity awards to persons regularly performing services for the Company as consultants and to change the law governing the Plan.

1. Section 1 of the Plan (Purpose) is amended to insert the following new subsection (pp) defining the term "Consultant":

(pp) "***Consultant***" means an individual who has been engaged by the Company or a Subsidiary to render consulting or advisory services on a regular and on-going basis."

2. Section 1 of the Plan is further amended to revise the definition of the term "Termination of Employment" in Subsection 1(oo) to read as follows:

(oo) "T***ermination of Employment***" of a Grantee means the termination of the Grantee's Employment with the Company and the Subsidiaries, as determined by the Company, or, in the case of a Grantee providing services as a Consultant, the date on which the Consultant has completely and permanently ceased to provide such consulting services to the Company, as determined by the Company."

3. Section 5 of the Plan (Eligibility) is amended to replace the first sentence of Section 5 with the following:

"Awards may be granted to any Employee (including any officer) of the Company or any of its domestic subsidiaries, any Employee, officer or director of any of the Company's foreign subsidiary, to any non-Employee director of the Company, or to any Consultant of the Company designated by the Committee."

4. Section 7 of the Plan (Grantee's Agreement to Serve) is amended to replace the current first sentence thereof with the following:

"The Committee may, in its discretion, require each Grantee who is granted an Award to, execute such Grantee's Award Agreement, and to agree that such Grantee will remain in the employ of the Company or any of its Subsidiaries, remain as an non-Employee director, or remain as a Consultant, as applicable, for at least one year after the Grant Date. No obligation of the Company or any of its Subsidiaries as to the length of any Grantee's employment or service as a non-Employee director or Consultant shall be implied by the terms of this Plan, any grant of an Award hereunder or any Award Agreement. The Company and its Subsidiaries reserve the same rights to terminate employment of any Grantee or services of any Consultant as existed before the Effective Date."

5. Section 27 of the Plan (Controlling Law) is amended to replace the current sentence thereof with the following:

“The law of the State of Nevada shall be controlling in all matters relating to this Plan.”

IN WITNESS WHEREOF, the Company has caused its duly authorized officer to sign this Amendment to the TapImmune Inc. 2014 Omnibus Stock Ownership Plan on its behalf.

TAPIMMUNE, INC.

/s/ Glynn Wilson
Glynn Wilson, President & CEO

Exhibit 10.3

AMENDMENT TO
TAPIMMUNE INC.
2014 OMNIBUS STOCK OWNERSHIP PLAN

Pursuant to the authority reserved to the Board of Directors in Section 24 of the TapImmune Inc. 2014 Omnibus Stock Ownership Plan (the "Plan"), the Company hereby amends the terms of the Plan in the following manner, effective as of November 6, 2015, in order to increase the number of shares of common stock the Company is authorized to issue pursuant to the Plan and to make certain other changes approved by the Board.

1. Section 3 of the Plan ("Scope of this Plan") is amended to revise the first sentence of Subsection 3(a) to read as follows:

"As of March 18, 2014, no shares were available for future grant under Prior Plans. As of the date this Plan became effective, 2 million shares, and any shares which may be returned to the Prior Plans as described in (d) below, became available for future grants under this Plan. An additional 5 million shares shall be reserved for future grants under this Plan, bringing the total number of shares of Stock which may be delivered to Grantees pursuant to this Plan up to a total of seven million shares, plus any shares which may be returned to the Prior Plans as described in (d) below, subject to the other provisions of this Section 3 and to adjustment as provided in Section 22.

2. Subsection 1(v) of the Plan (defining the term "Minimum Vesting Requirement") is amended to read as follows:

"(v) "*Minimum Vesting Requirement*" means that the Awards subject to the Minimum Vesting Requirement shall not become nonforfeitable prior to the six month anniversary of the Grant Date or such other vesting date as the Committee may, in its discretion, expressly designate for an Award, subject to Sections 12, 13, and 21."

3. Section 6 of the Plan ("Conditions to Grants") is amended to revise Subsection 6(c) to read as follows:

"The Committee may, in its discretion, grant shares of Stock to any Employee or Consultant eligible under Section 5 to receive Awards."

4. Section 6 is further amended to revise the fifth sentence of Subsection 6(f) to read as follows:

"If the value of such an Award is based on the full value of a share of Stock, and the Award is a Service-Vesting Award, then unless the Committee, in its discretion, expressly determines otherwise, the Award shall be subject to the Minimum Vesting Requirement."

IN WITNESS WHEREOF, the Company has caused its duly authorized officer to sign this Amendment to the TapImmune Inc. 2014 Omnibus Stock Ownership Plan on its behalf this 6th day of November, 2015.

TAPIMMUNE, INC.

/s/ Glynn Wilson
Glynn Wilson, President & CEO

Exhibit 10.4

Participant: _____ Key Employee

TapImmune Inc.
2014 Omnibus Stock Ownership Plan

Stock Option Award Agreement

Dear _____,

TapImmune Inc. hereby grants you stock options to purchase up to _____ shares of our common stock (the "Stock Options"). These Stock Options are subject to the terms and conditions set forth in the TapImmune Inc. 2014 Omnibus Stock Ownership Plan (the "Plan") and in the attached Appendix A.

Covered Shares: _____ shares of common stock, par value $0.001 per share.

Exercise Price: The purchase price for these shares will be $_____ per share.

Date of Grant: The "Date of Grant" for your Stock Options is _____, 2015.

Vesting Schedule: You may exercise your Stock Options after they become "vested." Vesting is subject to your continued employment with TapImmune through the following vesting dates.

Vesting Date	Number of Purchasable Shares	Total Number of Purchasable Shares

Notwithstanding the foregoing, the Stock Options will become fully vested upon a "change in control" (as this term is defined in the Plan).

Not ISOs: These Stock Options are not "incentive stock options" under the federal tax laws.

Expiration Date: If not previously exercised or forfeited, the Stock Options expire on _____, 20__.

Your signature below acknowledges your agreement that the Stock Options granted to you are subject to all of the terms and conditions contained in the Plan and in Appendix A. PLEASE BE SURE TO READ APPENDIX A, WHICH CONTAINS THE SPECIFIC TERMS AND CONDITIONS OF YOUR STOCK OPTIONS.

Please sign one copy of this Stock Option Agreement (the other copy is for your files) and return the signed copy to me.

TAPIMMUNE, INC.

_____ _____

Date Glynn Wilson, President & CEO

Key Employee:

_____ _____

Date

APPENDIX A

TapImmune Inc.
2014 Omnibus Stock Ownership Plan

Terms and Conditions of Stock Options

Pursuant to this Stock Option Award Agreement, TapImmune Inc. (the "Company") has granted the key employee of the Company named in the first page of this Award Agreement (the "Participant") stock options under the TapImmune Inc. 2014 Omnibus Stock Ownership Plan (the "Plan"). These stock options will give the Participant a contingent right to purchase the number of shares of the Company's Common Stock indicated on the first page of this Award Agreement upon satisfaction of the vesting requirements and other conditions set forth in this Award Agreement.

The terms and conditions of the Stock Options are as follows:

1. Grant. TapImmune, Inc. (the "Company") has granted the Participant stock options to purchase the number of shares of the Company's Common Stock, $0.001 par value per share ("Common Stock"), specified on the first page of the Award Agreement.

All of the terms of the Plan related to Stock Options are incorporated into this Award Agreement by reference. Defined terms not explicitly defined in this Award Agreement but defined in the Plan shall have the same definitions as in the Plan.

The Stock Options granted under this Award Agreement are not intended to be Incentive Stock Options covered by Section 422 of the Code.

2. Purchase Price. The price per share to be paid by the Participant for the shares purchased pursuant to these Stock Options (the "Exercise Price") is stated on the first page of the Award Agreement. This Exercise Price shall not be less than the Fair Market Value of a share of Common Stock as of the Date of Grant (as described on the first page of the Award Agreement).

3. Vesting. The Stock Options shall become vested and exercisable only if the Participant continues to be employed by the Company through the Vesting Dates set forth in the vesting schedule on the first page of the Award Agreement, and satisfies any other vesting conditions specified on such first page.

4. Stock Options Non-Transferable. The Stock Options shall not be transferable by the Participant other than by will or the laws of descent and distribution. During the lifetime of the Participant, the Stock Options shall be exercisable only by such Participant (or by the Participant's guardian or legal representative, should one be appointed).

5. Notice of Exercise of Option. The Stock Options may be exercised by the Participant by delivery of a written notice signed by the Participant to the Company to the attention of the

President/Chief Executive Officer or such other officer of the Company as the President/Chief Executive Officer may designate. Any such notice shall:

(a) specify the number of shares of Common Stock which the Participant, then elects to purchase by exercising the Stock Options,

(b) contain such information as may be reasonably required pursuant to Section 13 below, and

(c) be accompanied by payment in full of the Exercise Price for the Stock Options being exercised, as described in Section 6 below.

The Participant must exercise the Stock Options for at least 100 shares, or, if less the full number of shares shown as Purchasable Shares in the vesting schedule set forth on page 1 of this Agreement as to which the Stock Options remain unexercised.

Upon receipt of any such notice and accompanying payment of the Exercise Price, and subject to the terms hereof, the Company agrees to issue to the Participant, stock certificates for the number of shares specified in such notice registered in the name of the person exercising the Stock Options.

6. Payment of Exercise Price. Payment of the Exercise Price due upon the exercise of the Stock Options may be made in any one or in any combination of the following forms:

(a) in cash (by a certified or cashier's check);

(b) in the form of shares of Common Stock owned by the Participant having a Fair Market Value equal to the total Exercise Price at the time of the exercise, accompanied by and duly endorsed or accompanied by stock transfer powers;

(c) in the form of shares of restricted stock issued to the Participant having a Fair Market Value equal to the total Exercise Price at the time of the exercise, accompanied by and duly endorsed or accompanied by stock transfer powers;

(d) through simultaneous sale through a broker acceptable to the Committee of shares of Common Stock issuable to the Participant on exercise, as permitted under Regulation T of the Board of Governors of the Federal Reserve System.

7. Issuance of Stock Certificates for Shares. The stock certificates for any shares of Common Stock issuable to the Participant upon exercise of the Stock Options shall be delivered to the Participant (or to the person to whom the rights of the Participant shall have passed by will or the laws of descent and distribution) as promptly after the date of exercise as is feasible, but not before the Participant has paid the Exercise Price for such shares.

A legend in the form set forth below shall be placed on the certificates representing the shares of Common Stock issued upon exercise of the Stock Options:

> "These securities have not been registered under the Securities Act of 1933, as amended (the "Act") or the securities laws of any state. They may not be sold, offered for sale, pledged or hypothecated in the absence of a registration statement in effect with respect to the securities under such Act and any applicable state securities laws, or an opinion of counsel reasonably satisfactory to TapImmune Inc. that such registration is not required."

8. Withholding Taxes. In connection with the exercise of the Stock Options, the Company shall notify the Participant of the amount of tax (if any) that must be withheld by the Company under all applicable federal, state and local tax laws. In such event, the Participant agrees to make arrangements satisfactory to the Company to (a) remit the required amount to the Company in cash, (b) authorize the Company to withhold a portion of the shares of Common Stock otherwise issuable upon exercise of the Stock Options with a value equal to the required amount of tax, (c) deliver to the Company shares of Common Stock the Participant already owns with a value equal to the required amount, (d) authorize the deduction of the required amount of tax from the Participant's regular cash compensation from the Company, or (e) otherwise provide for payment of the required amount in any other manner satisfactory to the Company.

9. Expiration of Options. If the Stock Options are not exercised with respect to all or any part of the shares subject to the Stock Options prior to the expiration date specified on the first page of the Award Agreement (which shall be no later than ten (10) years from the date of grant), the Stock Options shall expire, and any shares with respect to which the Stock Options were not previously exercised shall no longer be purchasable by exercising the Stock Options.

10. Termination of Services. In the event of the termination of the Participant's employment by the Company, other than a termination that is either (i) for Cause, (ii) voluntarily initiated on the part of the Participant and without written consent of the Company,

(a) the unvested portion of the Stock Options (if any) shall terminate immediately and shall not thereafter be or become exercisable; and

(b) the Participant may exercise the vested portion of the Stock Options at any time within ninety (90) days after such termination of employment to the extent of the number of shares which were Purchasable Shares under the vesting schedule on the first page of this Award Agreement at the date of such termination.

In the event of a termination of the Participant's employment with the Company that is either (i) for Cause or (ii) voluntarily initiated on the part of the Participant and without the written consent of the Company, all of the Stock Options which have not previously been exercised shall terminate immediately and shall not thereafter be or become exercisable.

11. Death. In the event of the Participant's death while employed by the Company or within three months after termination of such employment (if such termination of employment was not for cause), the Stock Options shall remain in effect and may be exercised by the Participant's executor or administrator, or the Participant's heirs to the extent of the number of shares that were Purchasable Shares under the vesting schedule on the first page of the Award Agreement at the date of death. The appropriate persons to whom the right to exercise the Stock Options transferred may exercise that portion of the Stock Options at any time within a period ending on the earlier of (a) the last day of the one year period following the Participant's death or (b) the expiration date of the Stock Options specified on the first page of the Award Agreement.

12. Representations of Participant. The Participant represents, warrants, and agrees as follows, and the parties agree that the Company may rely on the same in consummating the issuance of any shares of the Common Stock to the Participant pursuant to the Stock Options (the "Option Shares"):

(a) No Representations. The Participant is entering into this Agreement, and will acquire the Option Shares, solely on the basis of his own familiarity with the Company and all relevant factors about the Company's affairs, and neither the Company nor any agent of the Company has made any express or implied representations, covenants, or warranties to the Participant with respect to such matters.

(b) Investment Purpose. The Participant is acquiring the Option Shares for his own account for investment and not with a view to the resale or distribution of the Option Shares.

(c) Economic Risk. The Participant is willing and able to bear the economic risk of an investment in the Option Shares (in making this representation, attention has been given to whether the Participant can afford to hold the Option Shares for an indefinite period of time and whether, at this time, the Participant can afford a complete loss of the investment).

(d) Holding of Restricted Shares. The Participant acknowledges that the Option Shares have not been registered under the Securities Act of 1933, as amended (the "1933 Act") and, therefore, cannot be resold unless they are subsequently registered under the 1933 Act or an exemption from such registration is available, as determined by the Company to its reasonable satisfaction.

13. Compliance with Securities Laws and Other Regulatory Matters. The Participant acknowledges that the issuance of capital stock of the Company is subject to limitations imposed by federal and state law, and the Participant hereby agrees that the Company shall not be obligated to issue any shares of Common Stock upon an attempted exercise of this Stock Options that would cause the Company to violate law or any rule, regulation, order or consent decree of any regulatory authority (including without limitation the SEC) having jurisdiction over the affairs of the Company. The Participant agrees that he or she will provide the Company with the representations in Section 12 above, and with such information as is reasonably requested by the Company or its counsel to determine whether the issuance of Common Stock complies with the provisions described by this Section 13.

14. Rights Prior to Issuance of Certificates. Neither the Participant nor any person to whom the rights of the Participant shall have passed by will or the laws of descent and distribution shall have any of the rights of a shareholder with respect to any shares of Common Stock until the date of the issuance to him of certificates for such Common Stock as provided in Section 7 above.

15. Covenant Not to Compete**.** If the Participant has not already executed a non-competition agreement with the Company, the Participant shall provide the Company with a signed non-competition agreement simultaneously with the execution of the Award Agreement. The Participant's execution and delivery of such a non-competition agreement in a form reasonably satisfactory to the Company shall be a condition to the Company's obligation to issue any shares to the Participant upon exercise of the Stock Options granted under this Agreement. In consideration of the Stock Options, the Participant agrees that if, at any time during the period set forth in non-competition agreement, the Participant should violate the covenants not to compete or the non-solicitation covenants set forth in the non-competition agreement without the express prior consent of the Company, the Participant will forfeit his or her right to receive or retain the shares issued upon the exercise of the Stock Options granted under this Agreement.

16. Governing Plan Document. The Stock Options granted to the Participant under this Agreement are subject to all the provisions of the Plan, the provisions of which are hereby made a part of this Agreement, and is further subject to all interpretations, amendments, rules and regulations, which may from time to time be promulgated and adopted pursuant to the Plan. In the event of any conflict between the provisions of this Agreement and those of the Plan, the provisions of the Plan shall control.

17. Miscellaneous.

(a) This Agreement shall be binding upon the parties hereto and their representatives, successors and assigns.

(b) The Participant acknowledges and agrees that if he should become an executive officer of the Company, the Stock Options granted under this Agreement may be subject to the Company's Policy on Recoupment of Executive Compensation, as it may be amended from time to time.

(c) This Agreement shall be governed by the laws of the State of Florida.

(d) Any requests or notices to be given hereunder shall be deemed given, and any elections or exercises to be made or accomplished shall be deemed made or accomplished, upon actual delivery thereof to the designated recipient, or three days after deposit thereof in the United States mail, registered, return receipt requested and postage prepaid, addressed, if to the Participant, at the most recent mailing address provided to the Company in writing, and, if to the Company, to the executive offices of the Company at 50 North Laura St., Suite 2500, Jacksonville, FL 32202, or at such other addresses that the parties provide to each other in accordance with the foregoing notice requirements.

(e) This Agreement may not be modified except in writing executed by each of the parties to it.

(f) Neither this Agreement nor the Stock Options confer upon the Participant any right with respect to continue his employment with the Company or otherwise continue to provide his services to the Company.

Exhibit 10.5

Participant: _____ Non-Employee Director

TapImmune Inc.
2014 Omnibus Stock Ownership Plan

Stock Option Award Agreement

Dear _____,

TapImmune Inc. hereby grants you stock options to purchase up to _____ shares of our common stock (the "Stock Options"). These Stock Options are subject to the terms and conditions set forth in the TapImmune Inc. 2014 Omnibus Stock Ownership Plan (the "Plan") and in the attached Appendix A.

Covered Shares: _____ shares of common stock, par value $0.001 per share.

Exercise Price: The purchase price for these shares will be $_____ per share.

Date of Grant: The "Date of Grant" for your Stock Options is _____, 2015.

Vesting Schedule: You may exercise your Stock Options after they become "vested." Vesting is subject to your continued service on the Board of Directors of TapImmune through the following vesting dates.

Vesting Date	Number of Purchasable Shares	Total Number of Purchasable Shares

Notwithstanding the foregoing, the Stock Options will become fully vested upon a "change in control" (as this term is defined in the Plan).

Not ISOs: These Stock Options are not "incentive stock options" under the federal tax laws.

Expiration Date: If not previously exercised or forfeited, the Stock Options expire on _____, 20__.

Your signature below acknowledges your agreement that the Stock Options granted to you are subject to all of the terms and conditions contained in the Plan and in Appendix A. PLEASE BE SURE TO READ APPENDIX A, WHICH CONTAINS THE SPECIFIC TERMS AND CONDITIONS OF YOUR STOCK OPTIONS.

Please sign one copy of this Stock Option Agreement (the other copy is for your files) and return the signed copy to me.

TAPIMMUNE, INC.

_____ _____

Date Glynn Wilson, President & CEO

Director

_____ _____

Date

APPENDIX A

TapImmune Inc.
2014 Omnibus Stock Ownership Plan

Terms and Conditions of Stock Options

Pursuant to this Stock Option Award Agreement, TapImmune Inc. (the "Company") has granted the member of the Board of Directors of the Company named in the first page of this Award Agreement (the "Director") stock options under the TapImmune Inc. 2014 Omnibus Stock Ownership Plan (the "Plan"). These stock options will give the Director a contingent right to purchase the number of shares of the Company's Common Stock indicated on the first page of this Award Agreement upon satisfaction of the vesting requirements and other conditions set forth in this Award Agreement.

The terms and conditions of the Stock Options are as follows:

1. Grant. TapImmune, Inc. (the "Company") has granted the Director stock options to purchase the number of shares of the Company's Common Stock, $0.001 par value per share ("Common Stock"), specified on the first page of the Award Agreement.

All of the terms of the Plan related to Stock Options are incorporated into this Award Agreement by reference. Defined terms not explicitly defined in this Award Agreement but defined in the Plan shall have the same definitions as in the Plan.

The Stock Options granted under this Award Agreement are not intended to be Incentive Stock Options covered by Section 422 of the Code.

2. Purchase Price. The price per share to be paid by the Director for the shares purchased pursuant to these Stock Options (the "Exercise Price") is stated on the first page of the Award Agreement. This Exercise Price shall not be less than the Fair Market Value of a share of Common Stock as of the Date of Grant (as described on the first page of the Award Agreement).

3. Vesting. The Stock Options shall become vested and exercisable only if the Director continues to serve as member of the Board of Directors of the Company through the Vesting Dates set forth in the vesting schedule on the first page of the Award Agreement, and satisfies any other vesting conditions specified on such first page.

4. Stock Options Non-Transferable. The Stock Options shall not be transferable by the Director other than by will or the laws of descent and distribution. During the lifetime of the Director, the Stock Options shall be exercisable only by such Director (or by the Director's guardian or legal representative, should one be appointed).

5. Notice of Exercise of Option. The Stock Options may be exercised by the Director by delivery of a written notice signed by the Director to the Company to the attention of the

President/Chief Executive Officer or such other officer of the Company as the President/Chief Executive Officer may designate. Any such notice shall:

(a) specify the number of shares of Common Stock which the Director, then elects to purchase by exercising the Stock Options,

(b) contain such information as may be reasonably required pursuant to Section 13 below, and

(c) be accompanied by payment in full of the Exercise Price for the Stock Options being exercised, as described in Section 6 below.

The Director must exercise the Stock Options for at least 100 shares, or, if less the full number of shares shown as Purchasable Shares in the vesting schedule set forth on page 1 of this Agreement as to which the Stock Options remain unexercised.

Upon receipt of any such notice and accompanying payment of the Exercise Price, and subject to the terms hereof, the Company agrees to issue to the Director, stock certificates for the number of shares specified in such notice registered in the name of the person exercising the Stock Options.

6. Payment of Exercise Price. Payment of the Exercise Price due upon the exercise of the Stock Options may be made in any one or in any combination of the following forms:

(a) in cash (by a certified or cashier's check);

(b) in the form of shares of Common Stock owned by the Director having a Fair Market Value equal to the total Exercise Price at the time of the exercise, accompanied by and duly endorsed or accompanied by stock transfer powers;

(c) in the form of shares of restricted stock issued to the Director having a Fair Market Value equal to the total Exercise Price at the time of the exercise, accompanied by and duly endorsed or accompanied by stock transfer powers;

(d) through simultaneous sale through a broker acceptable to the Committee of shares of Common Stock issuable to the Director on exercise, as permitted under Regulation T of the Board of Governors of the Federal Reserve System.

7. Issuance of Stock Certificates for Shares. The stock certificates for any shares of Common Stock issuable to the Director upon exercise of the Stock Options shall be delivered to the Director (or to the person to whom the rights of the Director shall have passed by will or the laws of descent and distribution) as promptly after the date of exercise as is feasible, but not before the Director has paid the Exercise Price for such shares.

A legend in the form set forth below shall be placed on the certificates representing the shares of Common Stock issued upon exercise of the Stock Options:

> "These securities have not been registered under the Securities Act of 1933, as amended (the "Act") or the securities laws of any state. They may not be sold, offered for sale, pledged or hypothecated in the absence of a registration statement in effect with respect to the securities under such Act and any applicable state securities laws, or an opinion of counsel reasonably satisfactory to TapImmune Inc. that such registration is not required."

8. Withholding Taxes. If the Director should be a common law employee of the Company at the time the Stock Options are exercised, or in the event the Company otherwise determines that payroll tax withholding is otherwise legally required in connection with the exercise of the Stock Options, the Company shall notify the Director of the amount of tax (if any) that must be withheld by the Company under all applicable federal, state and local tax laws. In such event, the Director agrees to make arrangements satisfactory to the Company to (a) remit the required amount to the Company in cash, (b) authorize the Company to withhold a portion of the shares of Common Stock otherwise issuable upon exercise of the Stock Options with a value equal to the required amount of tax, (c) deliver to the Company shares of Common Stock the Director already owns with a value equal to the required amount, (d) authorize the deduction of the required amount of tax from the Director's regular cash compensation from the Company, or (e) otherwise provide for payment of the required amount in any other manner satisfactory to the Company.

9. Expiration of Options. If the Stock Options are not exercised with respect to all or any part of the shares subject to the Stock Options prior to the expiration date specified on the first page of the Award Agreement (which shall be no later than ten (10) years from the date of grant), the Stock Options shall expire, and any shares with respect to which the Stock Options were not previously exercised shall no longer be purchasable by exercising the Stock Options.

10. Termination of Services. In the event of the termination of the Director's service on the Board of Directors of the Company, other than a termination that is either (i) for Cause, (ii) voluntarily initiated on the part of the Director and without written consent of the Company,

(a) the unvested portion of the Stock Options (if any) shall terminate immediately and shall not thereafter be or become exercisable; and

(b) the Director may exercise the vested portion of the Stock Options at any time within ninety (90) days after such termination to the extent of the number of shares which were Purchasable Shares under the vesting schedule on the first page of this Award Agreement at the date of such termination.

In the event of a termination of the Director's consulting services that is either (i) for Cause or (ii) voluntarily initiated on the part of the Director and without the written consent of the Company, all of the Stock Options which have not previously been exercised shall terminate immediately and shall not thereafter be or become exercisable.

11. Death. In the event of the Director's death while serving on the Board of Directors of the Company or within three months after termination of such services (if such departure from the Board was not for cause), the Stock Options shall remain in effect and may be exercised by the Director's executor or administrator, or the Director's heirs to the extent of the number of shares that were Purchasable Shares under the vesting schedule on the first page of the Award Agreement at the date of death. The appropriate persons to whom the right to exercise the Stock Options transferred may exercise that portion of the Stock Options at any time within a period ending on the earlier of (a) the last day of the one year period following the Director's death or (b) the expiration date of the Stock Options specified on the first page of the Award Agreement.

12. Representations of Director. The Director represents, warrants, and agrees as follows, and the parties agree that the Company may rely on the same in consummating the issuance of any shares of the Common Stock to the Director pursuant to the Stock Options (the "Option Shares"):

(a) No Representations. The Director is entering into this Agreement, and will acquire the Option Shares, solely on the basis of his own familiarity with the Company and all relevant factors about the Company's affairs, and neither the Company nor any agent of the Company has made any express or implied representations, covenants, or warranties to the Director with respect to such matters.

(b) Investment Purpose. The Director is acquiring the Option Shares for his own account for investment and not with a view to the resale or distribution of the Option Shares.

(c) Economic Risk. The Director is willing and able to bear the economic risk of an investment in the Option Shares (in making this representation, attention has been given to whether the Director can afford to hold the Option Shares for an indefinite period of time and whether, at this time, the Director can afford a complete loss of the investment).

(d) Holding of Restricted Shares. The Director acknowledges that the Option Shares have not been registered under the Securities Act of 1933, as amended (the "1933 Act") and, therefore, cannot be resold unless they are subsequently registered under the 1933 Act or an exemption from such registration is available, as determined by the Company to its reasonable satisfaction.

13. Compliance with Securities Laws and Other Regulatory Matters. The Director acknowledges that the issuance of capital stock of the Company is subject to limitations imposed by federal and state law, and the Director hereby agrees that the Company shall not be obligated to issue any shares of Common Stock upon an attempted exercise of this Stock Options that would cause the Company to violate law or any rule, regulation, order or consent decree of any regulatory authority (including without limitation the SEC) having jurisdiction over the affairs of the Company. The Director agrees that he or she will provide the Company with the representations in Section 12 above, and with such information as is reasonably requested by the Company or its counsel to determine whether the issuance of Common Stock complies with the provisions described by this Section 13.

14. Rights Prior to Issuance of Certificates. Neither the Director nor any person to whom the rights of the Director shall have passed by will or the laws of descent and distribution shall have any of the rights of a shareholder with respect to any shares of Common Stock until the date of the issuance to him of certificates for such Common Stock as provided in Section 7 above.

15. Covenant Not to Compete**.** If the Director has not already executed a non-competition agreement with the Company, the Director shall provide the Company with a signed non-competition agreement simultaneously with the execution of the Award Agreement. The Director's execution and delivery of such a non-competition agreement in a form reasonably satisfactory to the Company shall be a condition to the Company's obligation to issue any shares to the Director upon exercise of the Stock Options granted under this Agreement. In consideration of the Stock Options, the Director agrees that if, at any time during the period set forth in non-competition agreement, the Director should violate the covenants not to compete or the non-solicitation covenants set forth in the non-competition agreement without the express prior consent of the Company, the Director will forfeit his or her right to receive or retain the shares issued upon the exercise of the Stock Options granted under this Agreement.

16. Governing Plan Document. The Stock Options granted to the Director under this Agreement are subject to all the provisions of the Plan, the provisions of which are hereby made a part of this Agreement, and is further subject to all interpretations, amendments, rules and regulations, which may from time to time be promulgated and adopted pursuant to the Plan. In the event of any conflict between the provisions of this Agreement and those of the Plan, the provisions of the Plan shall control.

17. Miscellaneous.

(a) This Agreement shall be binding upon the parties hereto and their representatives, successors and assigns.

(b) The Director acknowledges and agrees that if he should become an executive officer of the Company, the Stock Options granted under this Agreement may be subject to the Company's Policy on Recoupment of Executive Compensation, as it may be amended from time to time.

(c) This Agreement shall be governed by the laws of the State of Florida.

(d) Any requests or notices to be given hereunder shall be deemed given, and any elections or exercises to be made or accomplished shall be deemed made or accomplished, upon actual delivery thereof to the designated recipient, or three days after deposit thereof in the United States mail, registered, return receipt requested and postage prepaid, addressed, if to the Director, at the most recent mailing address provided to the Company in writing, and, if to the Company, to the executive offices of the Company at 50 North Laura St., Suite 2500, Jacksonville, FL 32202, or at such other addresses that the parties provide to each other in accordance with the foregoing notice requirements.

(e) This Agreement may not be modified except in writing executed by each of the parties to it.

(f) Neither this Agreement nor the Stock Options confer upon the Director any right with respect to continue to serve as a member of the Board of Directors of the Company or otherwise continue to provide his services to the Company.

Exhibit 10.6

Participant: _____ Consultant

TapImmune Inc.
2014 Omnibus Stock Ownership Plan

Stock Option Award Agreement

Dear _____,

TapImmune Inc. hereby grants you stock options to purchase up to _____ shares of our common stock (the "Stock Options"). These Stock Options are subject to the terms and conditions set forth in the TapImmune Inc. 2014 Omnibus Stock Ownership Plan (the "Plan") and in the attached Appendix A.

Covered Shares: _____ shares of common stock, par value $0.001 per share.

Exercise Price: The purchase price for these shares will be $_____ per share.

Date of Grant: The "Date of Grant" for your Stock Options is _____, 201_.

Vesting Schedule: You may exercise your Stock Options after they become "vested." Vesting is subject to your continued performance of services for TapImmune through the following vesting dates.

Vesting Date	Number of Purchasable Shares	Total Number of Purchasable Shares

Notwithstanding the foregoing, the Stock Options will become fully vested upon a "change in control" (as this term is defined in the Plan).

Not ISOs: These Stock Options are not "incentive stock options" under the federal tax laws.

Expiration Date: If not previously exercised or forfeited, the Stock Options expire on _____, 20__.

Your signature below acknowledges your agreement that the Stock Options granted to you are subject to all of the terms and conditions contained in the Plan and in Appendix A. PLEASE BE SURE TO READ APPENDIX A, WHICH CONTAINS THE SPECIFIC TERMS AND CONDITIONS OF YOUR STOCK OPTIONS.

Please sign one copy of this Stock Option Agreement (the other copy is for your files) and return the signed copy to me.

TAPIMMUNE, INC.

_____ _____

Date Glynn Wilson, President & CEO

Consultant

_____ _____

Date

APPENDIX A

TapImmune Inc.
2014 Omnibus Stock Ownership Plan

Terms and Conditions of Stock Options

Pursuant to this Stock Option Award Agreement, TapImmune Inc. (the "Company") has granted the consultant of the Company named in the first page of this Award Agreement (the "Consultant") stock options under the TapImmune Inc. 2014 Omnibus Stock Ownership Plan (the "Plan"). These stock options will give the Consultant a contingent right to purchase the number of shares of the Company's Common Stock indicated on the first page of this Award Agreement upon satisfaction of the vesting requirements and other conditions set forth in this Award Agreement.

The terms and conditions of the Stock Options are as follows:

1. Grant. TapImmune, Inc. (the "Company") has granted the Consultant stock options to purchase the number of shares of the Company's Common Stock, $0.001 par value per share ("Common Stock"), specified on the first page of the Award Agreement by reference.

All of the terms of the Plan related to Stock Options are incorporated into this Award Agreement by reference. Defined terms not explicitly defined in this Award Agreement but defined in the Plan shall have the same definitions as in the Plan.

The Stock Options granted under this Award Agreement are not intended to be Incentive Stock Options covered by Section 422 of the Code.

2. Purchase Price. The price per share to be paid by the Consultant for the shares purchased pursuant to these Stock Options (the "Exercise Price") is stated on the first page of the Award Agreement. This Exercise Price shall not be less than the Fair Market Value of a share of Common Stock as of the Date of Grant (as described on the first page of the Award Agreement).

3. Vesting. The Stock Options shall become vested and exercisable only if the Consultant continues to regularly perform services for the Company as a consultant through the Vesting Dates set forth in the vesting schedule on the first page of the Award Agreement, and satisfies any other vesting conditions specified on such first page.

4. Stock Options Non-Transferable. The Stock Options shall not be transferable by the Consultant other than by will or the laws of descent and distribution. During the lifetime of the Consultant, the Stock Options shall be exercisable only by such Consultant (or by such Consultant's guardian or legal representative, should one be appointed).

5. Notice of Exercise of Option. The Stock Options may be exercised by the Consultant by delivery of a written notice signed by the Consultant to the Company to the attention of the

President/Chief Executive Officer or such other officer of the Company as the President/Chief Executive Officer may designate. Any such notice shall:

(a) specify the number of shares of Common Stock which the Consultant, then elects to purchase by exercising the Stock Options,

(b) contain such information as may be reasonably required pursuant to Section 9 below, and

(c) be accompanied by payment in full of the Exercise Price for the Stock Options being exercised, as described in Section 6 below.

The Consultant must exercise the Stock Options for at least 100 shares, or, if less the full number of shares shown as Purchasable Shares in the vesting schedule in the Notice of Grant as to which the Stock Options remain unexercised.

Upon receipt of any such notice and accompanying payment of the Exercise Price, and subject to the terms hereof, the Company agrees to issue to the Consultant, stock certificates for the number of shares specified in such notice registered in the name of the person exercising the Stock Options.

6. Payment of Exercise Price. Payment of the Exercise Price due upon the exercise of the Stock Options may be made in any one or in any combination of the following forms:

(a) in cash (by a certified or cashier's check);

(b) in the form of shares of Common Stock owned by the Consultant having a Fair Market Value equal to the total Exercise Price at the time of the exercise, accompanied by and duly endorsed or accompanied by stock transfer powers,

(c) in the form of shares of restricted stock issued to the Consultant having a Fair Market Value equal to the total Exercise Price at the time of the exercise, accompanied by and duly endorsed or accompanied by stock transfer powers;

(d) through simultaneous sale through a broker acceptable to the Committee of shares of Common Stock issuable to the Consultant on exercise, as permitted under Regulation T of the Board of Governors of the Federal Reserve System.

7. Issuance of Stock Certificates for Shares. The stock certificates for any shares of Common Stock issuable to the Consultant upon exercise of the Stock Options shall be delivered to the Consultant (or to the person to whom the rights of the Consultant shall have passed by will or the laws of descent and distribution) as promptly after the date of exercise as is feasible, but not before the Consultant has paid the Exercise Price for such shares.

A legend in the form set forth below shall be placed on the certificates representing the shares of Common Stock issued upon exercise of the Stock Options:

> "These securities have not been registered under the Securities Act of 1933, as amended (the "Act") or the securities laws of any state. They may not be sold, offered for sale, pledged or hypothecated in the absence of a registration statement in effect with respect to the securities under such Act and any applicable state securities laws, or an opinion of counsel reasonably satisfactory to TapImmune Inc. that such registration is not required."

8. Withholding Taxes. If the Consultant is a common law employee of the Company at the time the Stock Options are exercised, or in the event the Company otherwise determines that payroll tax withholding is otherwise legally required in connection with the exercise of the Stock Options, the Company shall notify the Consultant of the amount of tax (if any) that must be withheld by the Company under all applicable federal, state and local tax laws. In such event, the Consultant agrees to make arrangements satisfactory to the Company to (a) remit the required amount to the Company in cash, (b) authorize the Company to withhold a portion of the shares of Common Stock otherwise issuable upon exercise of the Stock Options with a value equal to the required amount of tax, (c) deliver to the Company shares of Common Stock the Consultant already owns with a value equal to the required amount, (d) authorize the deduction of the required amount of tax from the Consultant's regular cash compensation from the Company, or (e) otherwise provide for payment of the required amount in any other manner satisfactory to the Company.

9. Expiration of Options. If the Stock Options are not exercised with respect to all or any part of the shares subject to the Stock Options prior to the expiration date specified on the first page of the Award Agreement (which shall be no later than ten (10) years from the date of grant), the Stock Options shall expire, and any shares with respect to which the Stock Options were not previously exercised shall no longer be purchasable by exercising the Stock Options.

10. Termination of Consulting Services. In the event of the termination of the Consultant's consulting services for the Company, other than a termination that is either (i) for Cause, (ii) voluntarily initiated on the part of the Consultant and without written consent of the Company,

(a) the unvested portion of the Stock Options (if any) shall terminate immediately and shall not thereafter be or become exercisable; and

(b) the Consultant may exercise the vested portion of the Stock Options at any time within ninety (90) days after such termination to the extent of the number of shares which were Purchasable Shares under the vesting schedule on the first page of this Award Agreement at the date of such termination.

In the event of a termination of the Consultant's consulting services that is either (i) for Cause or (ii) voluntarily initiated on the part of the Consultant and without the written consent of the Company, all of the Stock Options which have not previously been exercised shall terminate immediately and shall not thereafter be or become exercisable.

11. Death of Consultant. In the event of the Consultant's death while performing consulting services for the Company or within three months after termination of such consulting services (if such termination was neither (i) for cause nor (ii) voluntary on the part of the Consultant and without the written consent of the Company), the Stock Options shall remain in effect and may be exercised by the Consultant's executor or administrator, or the Consultant's heirs to the extent of the number of shares that were Purchasable Shares under the vesting schedule on the first page of the Award Agreement at the date of death. The appropriate persons to whom the right to exercise the Stock Options transferred may exercise that portion of the Stock Options at any time within a period ending on the earlier of (a) the last day of the one year period following the Consultant's death or (b) the expiration date of the Stock Options specified on the first page of the Award Agreement.

12. Representations of Consultant. The Consultant represents, warrants, and agrees as follows, and the parties agree that the Company may rely on the same in consummating the issuance of any shares of the Common Stock to the Consultant pursuant to the Stock Options (the "Option Shares"):

(a) No Representations. The Consultant is entering into this Agreement, and will acquire the Option Shares, solely on the basis of his own familiarity with the Company and all relevant factors about the Company's affairs, and neither the Company nor any agent of the Company has made any express or implied representations, covenants, or warranties to the Consultant with respect to such matters.

(b) Investment Purpose. The Consultant is acquiring the Option Shares for his own account for investment and not with a view to the resale or distribution of the Option Shares.

(c) Economic Risk. The Consultant is willing and able to bear the economic risk of an investment in the Option Shares (in making this representation, attention has been given to whether the Consultant can afford to hold the Option Shares for an indefinite period of time and whether, at this time, the Consultant can afford a complete loss of the investment).

(d) Holding of Restricted Shares. The Consultant acknowledges that the Option Shares have not been registered under the Securities Act of 1933, as amended (the "1933 Act") and, therefore, cannot be resold unless they are subsequently registered under the 1933 Act or an exemption from such registration is available, as determined by the Company to its reasonable satisfaction.

13. Compliance with Securities Laws and Other Regulatory Matters. The Consultant acknowledges that the issuance of capital stock of the Company is subject to limitations imposed by federal and state law, and the Consultant hereby agrees that the Company shall not be obligated to issue any shares of Common Stock upon an attempted exercise of this Stock Options that would cause the Company to violate law or any rule, regulation, order or consent decree of any regulatory authority (including without limitation the SEC) having jurisdiction over the affairs of the Company. The Consultant agrees that he or she will provide the Company with the following representations, and with such information as is reasonably requested by the Company or its counsel to determine whether the issuance of Common Stock complies with the provisions described by this Section 9.

14. Rights Prior to Issuance of Certificates. Neither the Consultant nor any person to whom the rights of the Consultant shall have passed by will or the laws of descent and distribution shall have any of the rights of a shareholder with respect to any shares of Common Stock until the date of the issuance to him of certificates for such Common Stock as provided in Section 7 above.

15. Covenant Not to Compete**.** If the Consultant has not already executed a non-competition agreement with the Company, the Consultant shall provide the Company with a signed non-competition agreement simultaneously with the execution of the Award Agreement. The Consultant's execution and delivery of such a non-competition agreement in a form reasonably satisfactory to the Company shall be a condition to the Company's obligation to issue any shares to the Consultant upon exercise of the Stock Options granted under this Agreement. In consideration of the Stock Options, the Consultant agrees that if, at any time during the period set forth in non-competition agreement, the Consultant should violate the covenants not to compete or the non-solicitation covenants set forth in the non-competition agreement without the express prior consent of the Company, the Consultant will forfeit his or her right to receive or retain the shares issued upon the exercise of the Stock Options granted under this Agreement.

16. Governing Plan Document. The Stock Options granted to the Consultant under this Agreement are subject to all the provisions of the Plan, the provisions of which are hereby made a part of this Agreement, and is further subject to all interpretations, amendments, rules and regulations, which may from time to time be promulgated and adopted pursuant to the Plan. In the event of any conflict between the provisions of this Agreement and those of the Plan, the provisions of the Plan shall control.

17. Miscellaneous.

(a) This Agreement shall be binding upon the parties hereto and their representatives, successors and assigns.

(b) The Consultant acknowledges and agrees that if he should become an executive officer of the Company, the Stock Options granted under this Agreement may be subject to the Company's Policy on Recoupment of Executive Compensation, as it may be amended from time to time.

(c) This Agreement shall be governed by the laws of the State of Florida.

(d) Any requests or notices to be given hereunder shall be deemed given, and any elections or exercises to be made or accomplished shall be deemed made or accomplished, upon actual delivery thereof to the designated recipient, or three days after deposit thereof in the United States mail, registered, return receipt requested and postage prepaid, addressed, if to the Consultant, at the most recent mailing address provided to the Company in writing, and, if to the Company, to the executive offices of the Company at 50 North Laura St., Suite 2500, Jacksonville, FL 32202, or at such other addresses that the parties provide to each other in accordance with the foregoing notice requirements.

(e) This Agreement may not be modified except in writing executed by each of the parties to it.

(f) Neither this Agreement nor the Stock Options confer upon the Consultant any right with respect to continuance of consulting services for the Company.

Exhibit 10.7

Participant: _____ Consultant

TAPIMMUNE INC.
2014 OMNIBUS STOCK OWNERSHIP PLAN

RESTRICTED STOCK AWARD AGREEMENT

Dear _____

TapImmune Inc. hereby grants you the number of shares of our common stock, par value $0.001 per share (the "Restricted Shares") set forth below. These Restricted Shares are subject to the vesting conditions and other terms and conditions set forth in the TapImmune Inc. 2014 Omnibus Stock Ownership Plan (the "Plan") and in the Terms and Conditions of Restricted Shares attached as Exhibit A.

Number of Shares in Grant:
Date of Grant:
Vesting Commencement Date:
Expiration Date:

Vesting Schedule:

Vesting Date	Number of Purchasable Shares	Total Number of Purchasable Shares

Notwithstanding the foregoing, the Restricted Shares shall become fully vested upon a "change in control" (as this term is defined in the Plan).

Your signature below acknowledges your agreement that the Restricted Shares granted to you are subject to all of the terms and conditions contained in the Plan and in Appendix A. PLEASE BE SURE TO READ APPENDIX A, WHICH CONTAINS THE SPECIFIC TERMS AND CONDITIONS OF YOUR RESTRICTED SHARES.

Please sign one copy of this Restricted Stock Award Agreement (the other copy is for your files) and return the signed copy to me.

TAPIMMUNE, INC.

_____ _____
Date Glynn Wilson, President & CEO

Participant

_____ _____
Print name:_____ Date

APPENDIX A

TAPIMMUNE, INC.
2014 OMNIBUS STOCK OWNERSHIP PLAN

Terms and Conditions of Restricted Stock

Pursuant to this Restricted Stock Award Agreement, TapImmune Inc. (the "Company") has granted the key employee of the Company named in the first page of this Award Agreement (the "Participant") shares of the common stock, par value $0.001 per share, of the Company under the TapImmune Inc. 2014 Omnibus Stock Ownership Plan (the "Plan"). This award will give the Participant the right to receive the number of shares of the Company's Common Stock indicated on the first page of this Award Agreement, subject to and conditioned upon, the vesting requirements and other conditions set forth in this Award Agreement.

The terms and conditions of the Restricted Shares are as follows:

1. **Grant of Restricted Stock.** The Company hereby grants to the Participant the number of shares of the common stock, $0.001 par value per share, of the Company specified on the first page of this Award Agreement, subject to satisfaction of the vesting schedule set forth on the first page of this Award Agreement and the other conditions set forth in this Agreement and the terms of the Plan. The Restricted Shares shall be subject to the risk of forfeiture and other restrictions imposed by Sections 3 and 8 of these Terms and Conditions.

The Participant shall not be required to provide the Company with any payment in exchange for such Restricted Shares, other than the Participant's past and future services to the Company.

All of the terms of the Plan related to Restricted Shares are incorporated into this Award Agreement by reference. Defined terms not explicitly defined in this Award Agreement but defined in the Plan shall have the same definitions as in the Plan.

2. **Continued Employment and Other Covenants of the Participant.** In consideration for the Restricted Shares, the Participant agrees to:

(a) continue providing services to the Company as an employee or as a consultant through the latest Vesting Date in the vesting schedule set forth on the first page of this Award Agreement; and

(b) execute a non-competition agreement with the Company and be bound by the covenant not to compete and other restrictive covenants set forth in such non-competition agreement, as described in Section 12 of this Agreement.

The Participant agrees that his/her execution of a non-competition agreement is a condition to the Company's obligation to issue any Restricted Shares to the Participant under this Agreement.

3. **Restrictions.** The Participant shall have the rights and privileges of a stockholder of the Company with respect to the Restricted Shares issued under this Award Agreement, including voting rights and the right to receive any dividends paid with respect to such shares, provided that until such time as the Restricted Shares vest under the vesting schedule set forth on the first page of this Award Agreement, the Restricted Shares shall be subject to forfeiture upon termination of the Participant's employment with the Company to the extent set forth in Section 8 below.

4. **When the Restricted Shares Vest.** The Restricted Shares granted to the Participant under this Agreement shall vest at the times specified in the vesting schedule set forth on the first page of this Award Agreement (the "Vesting Date"), or at such earlier time as the restrictions may lapse pursuant to Subsection 4(b).

(a) Notwithstanding the preceding paragraph, the Restricted Shares shall become vested earlier than the date provided in such paragraph if any of the following circumstances apply:

(1) Death. The Participant dies while providing services to the Company as an employee;

(2) Disability. The Participant becomes permanently and totally disabled while providing services to the Company as an employee, as described in Section 9 below;

(3) Change in Control. A Change in Control of the Company occurs while the Participant is providing services to the Company as an employee or consultant.

5. **Issuance of Restricted Stock.** Upon execution of the Award Agreement by the Participant, assuming all of the covenants and restrictions of this Award Agreement have been met, the Company shall issue the appropriate number of shares of common stock in the Participant's name promptly. The stock certificates representing these Restricted Shares shall be deposited with the Secretary of the Company and held in escrow until the Restricted Shares become vested. Upon request, the Participant shall also provide the Company with a signed stock power, authorizing the transfer of the Restricted Shares in the event the Restricted Shares are forfeited by the Participant pursuant to Section 8 below.

6. **Stock Certificates**. The stock certificate or certificates representing the Restricted Shares issued under this Award Agreement shall be legended in the following manner:

"The shares of TapImmune Inc. common stock evidenced by this stock certificate are subject to the terms and restrictions of a Restricted Stock Award Agreement between the holder and TapImmune, Inc.; such shares are subject to forfeiture or repurchase under the terms of said Agreement; and such shares cannot be sold, transferred, assigned, pledged, encumbered or otherwise alienated or hypothecated pursuant to the provisions of said Agreement, a copy of which is available from TapImmune Inc. upon request."

After the Restricted Shares vest under Section 4 above, the Company shall issue a new stock certificate or certificates evidencing the newly vested portion of the Restricted Shares issued to the Participant, which certificates shall include in place of the legend referenced in the preceding paragraph a legend in substantially the following form:

> "These securities have not been registered under the Securities Act of 1933, as amended (the "Act") or the securities laws of any state. They may not be sold, offered for sale, pledged or hypothecated in the absence of a registration statement in effect with respect to the securities under such Act and any applicable state securities laws, or an opinion of counsel reasonably satisfactory to TapImmune Inc. that such registration is not required."

7. **Taxes and Section 83(b) Election.** If the Participant is a common law employee of the Company at the time the Restricted Shares are issued to the Participant under the terms of this Agreement, or whenever the Restricted Shares become vested under the terms of this Agreement, the Company shall notify the Participant of the amount of tax (if any) that must be withheld by the Company under all applicable federal, state and local tax laws with respect to the Restricted Shares (the "Withholding Tax"). The Participant agrees to make arrangements satisfactory to the Company to (a) remit the required amount of Withholding Tax to the Company in cash, (b) authorize the Company to withhold a portion of the Restricted Shares otherwise issuable with a value equal to the amount of Withholding Tax, (c) deliver to the Company shares of Common Stock the Participant already owns with a value equal to the required amount of Withholding Tax, (d) authorize the deduction of the required amount of Withholding Tax from the Participant's regular cash compensation from the Company, or (e) otherwise provide for payment of the required amount in any other manner satisfactory to the Company.

The Participant acknowledges and agrees that the Participant is aware that he may promptly file an election with the Internal Revenue Service under Section 83(b) of the Internal Revenue Code, electing to be taxed immediately on the current value of the Restricted Shares, regardless of the fact that the restrictions imposed on the Restricted Shares by the terms of this Agreement would otherwise amount to a "substantial risk of forfeiture" delaying taxation under Section 83 of the Code. The Participant agrees that any Section 83(b) election he may choose to file with the Internal Revenue Service will be filed in a form substantially similar to the Section 83(b) election attached hereto as Exhibit A.

8. **Forfeiture of Restricted Shares Upon Termination.** In the event the Participant's employment or consulting relationship with the Company terminates prior to the time the Restricted Shares issued to the Participant pursuant to this Agreement have become fully vested pursuant to the vesting schedule set forth on page 1 of this Agreement, the unvested portion of the Restricted Shares shall be subject to forfeiture to the Company, as set forth below.

(a) Termination by Company for Cause. If the Participant's services for the Company are terminated by the Company for Cause (as defined below), or the Participant voluntarily terminates his employment or consulting relationship with the Company prior to the Vesting Date, the Restricted Shares shall be forfeited and deemed to be transferred to the Company.

(b) Termination by the Company Without Cause. If the Participant's services are terminated by the Company without Cause, the unvested portion of the Restricted Shares shall be forfeited and deemed to be transferred to the Company, but the Participant shall retain the vested portion of the Restricted Shares.

(c) Voluntary Termination by Participant. If the Participant resigns or otherwise voluntarily terminates his services for the Company after the Vesting Date, the unvested portion of the Restricted Shares shall be forfeited and deemed to be transferred to the Company, but the Participant shall retain the vested portion of the Restricted Shares.

(d) Cause. For purposes of this Agreement, the Company shall have "Cause" to terminate the Participant's services upon; (i) the Participant's conviction of any felony, (ii) the Participant's conviction of any lesser crime or offense committed in connection with the performance of his duties hereunder or involving dishonesty, fraud or moral turpitude, (iii) the Participant's alcoholism or drug addiction which materially impairs his ability to perform his duties to the Company, (iv) the Participant's failure or refusal to substantially and materially perform his duties to the Company (other than absences due to illness or vacation) after the Company provides the Participant a written notice specifically identifying the manner in which the Participant has failed to materially perform his duties), (v) the Participant's misconduct, malfeasance or dishonesty that results, or is reasonably likely to result, in material and demonstrative harm to the Company or any of its subsidiaries or affiliates, (vi) any action by the Participant involving willful disloyalty to the Company, such as embezzlement, fraud, or misappropriation of corporation assets; or (viii) the Participant breaching in any material respect any provision of this Agreement or the terms of any confidentiality agreement or any other non-disclosure agreement with the Company. However, if the Participant is providing services under an employment agreement or consulting agreement with the Company which defines the term "Cause," the definition of the term "Cause" set forth in such other agreement shall be instead be applied to the Participant for purposes of this Agreement.

9. **Effect of Death or Disability.** If the Participant's employment terminates prior to the Vesting Date as a result of the Participant's permanent and total disability, the Restricted Shares shall become vested immediately.

In the event of the Participant's death while employed by or performing consulting services for the Company or within three months after termination of such services (if such termination was neither (i) for cause nor (ii) voluntary on the part of the Participant and without the written consent of the Company), before the Restricted Shares have become fully vested under the vesting schedule set forth on page 1 of this Award Agreement, the unvested Restricted Shares shall become vested immediately, provided that stock certificates for the Restricted Shares shall be delivered to the Participant's executor, administrator, or any person to whom the Restricted Shares may be transferred by the Participant's will or by the laws of descent and distribution. .

10. **Representations of the Participant.** The Participant represents, warrants, and agrees as follows, and the parties agree that the Company may rely on the same in consummating the issuance of the Restricted Shares to the Participant under the terms of this Agreement:

(a) No Representations. The Participant is entering into this Agreement, and will acquire the Restricted Shares, solely on the basis of the Participant's own familiarity with the Company and all relevant factors about the Company's affairs, and neither the Company nor the officers or directors of the Company has made any express or implied representations, covenants, or warranties to the Participant with respect to such matters.

(b) Investment Purpose. The Participant is acquiring the Restricted Shares covered by this Agreement for his/her own account for investment and not with a view to the resale or distribution of the Restricted Shares.

(c) Economic Risk. The Participant is willing and able to bear the economic risk of an investment in the Restricted Shares (in making this representation, attention has been given to whether Participant can afford to hold the Restricted Shares for an indefinite period of time and whether, at this time, the Participant can afford a complete loss of the investment).

(d) Holding of Restricted Stock. The Participant acknowledges that the Restricted Shares to be issued under this Agreement have not been registered under the Securities Act of 1933, as amended (the "1933 Act") and, therefore, cannot be resold unless they are subsequently registered under the 1933 Act or an exemption from such registration is available, as determined by an opinion of counsel rendered to the Company.

(e) State of Residence. The Participant is an individual residing in the State of Florida, and is not a resident or part-year resident of any other state.

11. **Securities Laws.** The Company may from time to time impose such conditions on the transfer of the Restricted Shares issued to the Participant pursuant to this Agreement as it deems necessary or advisable to ensure that any transfers of the Restricted Shares issued pursuant to this Agreement will satisfy the applicable requirements of federal and state securities laws. Such conditions to satisfy applicable federal and state securities laws may include, without limitation, the partial or complete suspension of the right to transfer the Restricted Shares issued under this Agreement until the Restricted Shares have been registered under the 1933 Act (as defined in Section 11(d) above).

The Participant acknowledges that the issuance of capital stock of the Company is subject to limitations imposed by federal and state law, and the Consultant hereby agrees that he or she will provide the Company with such information as is reasonably requested by the Company or its counsel to determine whether the issuance of Common Stock complies with the provisions described by this Section 11.

12. **Covenant Not to Compete.** If the Participant has not already executed a non-competition agreement with the Company, the Participant shall provide the Company with a signed non-competition agreement simultaneously with the execution of this Award Agreement. The Participant's execution and delivery of such a non-competition agreement in a form reasonably satisfactory to the Company shall be a condition to the Company's obligation to issue any Restricted Shares to the Participant under this Agreement. In consideration of the Restricted Shares, the Participant agrees that if, at any time during the period set forth in non-competition agreement, the Participant should violate the covenants not to compete or the non-solicitation covenants set forth in the non-competition agreement without the express prior consent of the Company, the Participant will forfeit his or her right to receive or retain the Restricted Shares issued to the Participant under this Agreement.

13. **Governing Plan Document**. The Restricted Shares granted to the Participant under this Agreement are subject to all the provisions of the Plan, the provisions of which are hereby made a part of this Agreement, and is further subject to all interpretations, amendments, rules and regulations, which may from time to time be promulgated and adopted pursuant to the Plan. In the event of any conflict between the provisions of this Agreement and those of the Plan, the provisions of the Plan shall control.

14. **Miscellaneous**.

(a) This Agreement shall be binding upon the parties hereto and their representatives, successors and assigns.

(b) The Participant acknowledges and agrees that if he should become an executive officer of the Company, the Restricted Shares granted under this Agreement may be subject to the Company's Policy on Recoupment of Executive Compensation, as it may be amended from time to time.

(c) This Agreement shall be governed by the laws of the State of Florida.

(d) Any requests or notices to be given hereunder shall be deemed given, and any elections or exercises to be made or accomplished shall be deemed made or accomplished, upon actual delivery thereof to the designated recipient, or three days after deposit thereof in the United States mail, registered, return receipt requested and postage prepaid, addressed, if to the Participant, at the most recent mailing address provided to the Company in writing, and, if to the Company, to the executive offices of the Company at 50 North Laura St., Suite 2500, Jacksonville, FL 32202, or at such other addresses that the parties provide to each other in accordance with the foregoing notice requirements.

(e) This Agreement may not be modified except in writing executed by each of the parties to it.

(f) Neither this Agreement nor the Restricted Shares confer upon the Participant any right to continue to perform services for the Company as an employee or as a consultant, and this Agreement shall not in any way modify or restrict any rights the Company may have to terminate the Participant's services under any employment or consulting agreement.

Exhibit 10.8

EMPLOYMENT AGREEMENT

THIS EMPLOYMENT AGREEMENT (this "Agreement") is made on this 12th day of November, 2015 (the "Effective Date"), by and between TapImmune, Inc., a Nevada corporation (the "Company"), and Glynn Wilson, an individual (the "Executive").

WHEREAS, the Executive has served as the Chief Executive Officer and Chairman of the Company, pursuant to the terms of an Employment Agreement entered into by the Company and the Executive as of March 16, 2011 (the "Prior Employment Agreement").

WHEREAS, the Company desires to continue to employ the Executive as its Chief Executive Officer, President and Chairman, and the Executive desires to accept such employment with the Company, in each case upon the terms and conditions set forth herein.

NOW WITNESSETH:

The Executive and the Company for themselves, their heirs, successors and assigns, in consideration of their mutual promises contained herein, intending to be legally bound, hereby agree to the following terms and conditions.

1. **EMPLOYMENT.** The Company will employ the Executive as the Chief Executive Officer, President and Chairman of the Company, and the Executive agrees to continue to serve in such capacities and provide his services to the Company on the terms and conditions set forth in this Agreement.

2. **POSITION AND DUTIES.** On and after the date of this Agreement, the Executive will serve as the Chief Executive Officer, President and Chairman of the Company. The Executive agrees that during the Term (as defined below) he shall dedicate his full business time, attention and energies, consistent with historical past practices, to performing his duties to the Company, as prescribed by the Board of Directors (the "Board"). The Executive will manage the business affairs of the Company and perform the duties typically assigned to the chief executive officer of a similarly situated company in the Company's industry. The Executive shall also perform such other reasonable duties as may hereafter be assigned to him by the Board, consistent with his abilities and position as the Chief Executive Officer, President and Chairman, including serving as a member of the Board and providing such further services to the Company as may reasonably be requested of him. The Executive will report to the Board of the Company, and carry out the decisions and otherwise abide by and enforce the rules and policies of the Company.

The Executive shall devote his best efforts to the business and affairs of the Company and, during the Term, shall observe at all times the covenants regarding non-competition, and confidentiality provided in Sections 5, 6 and 7 below. The Company and Executive acknowledge and agree that, during the Term, Executive shall be permitted to (i) serve on corporate, civic or charitable boards or committees, and (ii) manage passive personal investments, so long as any such activities do not unduly interfere with the performance of Executive's responsibilities as an employee of the Company in accordance with this Agreement.

The Executive will be based in Jacksonville, Florida.

3. **TERM**. The term of this Agreement shall start on the Effective Date and end on the day preceding the second anniversary of the Effective Date (the "Initial Term"). The term of the Agreement will be automatically extended for an additional twelve (12) months after the end of the Initial Term, unless terminated by the Company or the Executive by written notice to the other Party provided not later than twelve (12) months prior to the end of such Initial Term, and shall be further extended for an additional twelve (12) months after the end of each such extended term unless terminated by the Company or the Executive by written notice no later than ninety (90) days prior to the end of such term, subject to termination pursuant to Section 8 below (the "Term"). However, the provisions of Sections 5, 6 and 7 shall continue in force in accordance with the provisions therein and shall survive the expiration or termination of the Term and this Agreement.

4. **COMPENSATION AND BENEFITS**.

(a) Base Salary. The Executive's annual base salary shall be two hundred and eighty thousand dollars ($280,000) per year, which shall be paid by the Company to the Executive monthly in accordance with the Company's customary payroll practices, subject to customary withholding as required by applicable law. This annual base salary shall be reviewed by the Board periodically, and the Board may increase the Executive's annual base salary from time to time as the Board deems to be appropriate subject to performance and market conditions.

(b) Annual Incentive Compensation. During the Term, the Executive shall be eligible for an annual performance bonus of up to fifty percent (50%) of the Executive's annual base salary, based on goals and other conditions as the Board, in its sole discretion, shall determine on an annual basis (the "Annual Performance Bonus"). The Annual Performance Bonus will be payable in the form of cash, shares of the Company's common stock or stock options, at the Board's discretion, in any case to be paid or delivered as soon as practicable after the end of the year in which they are earned and in any event not less than sixty (60) days after the end of such year.

Any such Annual Performance Bonus, as well as any equity awards which are granted to the Executive or which become vested as a result of the satisfaction of financial performance goals of the Company, shall be subject to the Company's Policy on Recoupment of Executive Incentive Compensation, and that the Executive shall be obligated to repay to the Company, any and all amounts received with respect to the Annual Performance Bonus or performance-based equity awards, to the extent such a repayment is required by the terms of the Policy on Recoupment of Executive Incentive Compensation, as such policy may be amended from time to time

(c) Equity Awards. The Executive will be granted equity awards under the Company's 2014 Omnibus Stock Ownership Plan consisting of (i) 315,000 shares of unregistered, restricted common stock, all of which shall be immediately vested, and (ii) stock options to purchase 2,000,000 shares of the Company's common stock at an exercise price equal to the fair market value of the common stock on the date of this Agreement, which options shall vest one-half (1 million) immediately and the remaining options shall vest in 23 equal monthly installments of 41,666 options on the last day of each of the 23 months following the grant date, and the remaining 41,682 options shall vest on the last day of the 24th month.

(d) Benefits. The Executive shall be entitled to participate in all group insurance, vacation, retirement and other employee benefits established by Company for its full time employees generally, on terms comparable to those provided to such employees from time to time by the Company. Nothing in this Agreement will preclude the Company from terminating or amending any employee benefit plan so as to change eligibility or other requirements or eliminate, reduce or otherwise change any benefit, *provided* that such termination or amendment applies equally to the Executive and other full time employees of the Company.

(e) Paid Time off. The Executive shall be entitled to twenty-one (21) days paid vacation per calendar year plus such sick leave as he may reasonably and actually require.

(f) Reimbursement of Business Expenses. The Executive shall be entitled to receive reimbursement for all appropriate business expenses incurred by him in connection with his duties under this Agreement in accordance with the written policies of the Company as in effect from time to time.

The Company shall use its commercially reasonable efforts to maintain a Directors and Officers Insurance policy with no less than $2 million coverage, and to list the Executive as one of the covered management employees under such policy.

5. **CONFIDENTIAL INFORMATION.** The Executive agrees that during and after his employment with the Company, he will hold in the strictest confidence, and will not use (except for the benefit of the Company, or any of the Company's other subsidiaries or affiliates) or disclose to any person, firm, or corporation any Company Confidential Information except as necessary in carrying out his work for the Company. The Executive understands that his unauthorized use or disclosure of Company Confidential Information during his employment may lead to disciplinary action, up to and including immediate termination and legal action by the Company. The Executive understands that "Company Confidential Information" means any non-public information that relates to the actual or anticipated business, research or development of the Company, or subsidiaries or affiliates (collectively, for the purposes of this section, the "Company"), or to the Company's technical data, trade secrets, or know-how, including, but not limited to, research, product plans, or other information regarding the Company's products or services and markets therefor, customer lists and customers (including, but not limited to, customers of the Company on which the Executive called or with which he may become acquainted during the term of his employment), software, developments, inventions, processes, formulas, technology, designs, drawings, engineering, hardware configuration information, marketing, finances, and other business information; provided, however, Company Confidential Information does not include any of the foregoing items to the extent the same have become publicly known and made generally available through no wrongful act of the Executive or, to the extent known by the Executive, of others. The Executive understands that nothing in this Agreement is intended to limit employees' rights to discuss the terms, wages, and working conditions of his employment, as protected by applicable law.

The Executive recognizes that the Company may have received and in the future may receive from third parties associated with the Company, e.g., the Company's customers, suppliers, licensors, licensees, partners, or collaborators ("Associated Third Parties"), their confidential or proprietary information ("Associated Third Party Confidential Information"). By way of example, Associated Third Party Confidential Information may include the habits or practices of Associated Third Parties, the technology of Associated Third Parties, requirements of Associated Third Parties, and information related to the business conducted between the Company and such Associated Third Parties. The Executive agrees at all times during his employment with the Company and thereafter to hold in the strictest confidence, and not to use or to disclose to any person, firm, or corporation, any Associated Third Party Confidential Information, except as necessary in carrying out his work for the Company consistent with the Company's agreement with such Associated Third Parties. The Executive further agrees to comply with any and all written Company policies and guidelines that may be adopted from time to time regarding Associated Third Parties and Associated Third Party Confidential Information. The Executive understands that his unauthorized use or disclosure of Associated Third Party Confidential Information or violation of any Company policies during his employment may lead to disciplinary action, up to and including immediate termination and legal action by the Company.

Upon termination of his employment with the Company, the Executive will promptly deliver to the Company, and will not keep in his possession, recreate, or deliver to anyone else, any and all Company property, including, but not limited to, Company Confidential Information, Associated Third Party Confidential Information, as well as all devices and equipment belonging to the Company (including computers, handheld electronic devices, telephone equipment, and other electronic devices), Company credit cards, records, data, notes, notebooks, reports, files, proposals, lists, correspondence, specifications, drawings, blueprints, sketches, materials, photographs, charts, any other documents and property, and reproductions of any and all of the aforementioned items that were developed by him pursuant to his employment with the Company, obtained by him in connection with his employment with the Company, or otherwise belonging to the Company, its successors, or assigns. The Executive also consents to an exit interview to confirm his compliance with this Section 5, if requested by the Company.

6. **INTELLECTUAL PROPERTY RIGHTS.** Any and all concepts, improvements, computer software, articles, pamphlets, brochures, marketing plans, or other information (collectively, "Developments") which the Executive discovers, edits or develops during the Term of his/her employment, which relates to or is useful in connection with the business of Company, shall be deemed work for hire and shall be the sole and exclusive property of the Company. The Executive hereby assigns, transfers and conveys to the Company all right, title and interest in, and to all such Developments. The Executive shall make full disclosure thereof to the Company and shall do such acts and deliver all such instruments as the Company shall reasonably require of Executive, at the Company's expense, to effect such ownership and to enable the Company to file and prosecute applications for and to acquire, maintain and enforce any and all patents, trademark, registrations or copyrights under United States or foreign law with respect to such Developments or to obtain any extension, valid action, reissuance, continuance or renewal of any such patent, trademark or copyright.

7. **NON-COMPETITION AND NON-SOLICITATION COVENANTS.** As additional consideration to the Company for entering this Agreement, the Executive covenants that during the Restricted Period (as defined below), he shall not:

(a) compete against the Company, or any subsidiary or affiliate of the Company that is engaged in the Business (as defined below) (collectively, the "Applicable Entities"), either directly or indirectly, by taking employment, gratuitously assisting or serving as an independent contractor, consultant, partner, director or officer with a competitor of any of the Applicable Entities, or starting his own business that would compete directly or indirectly with any of the Applicable Entities, or have a material interest in any business, corporation, partnership, limited liability company or other business entity which competes directly or indirectly with any of the Applicable Entities. For purposes of this covenant, the term "the Business" shall mean developing, producing, designing, providing, soliciting orders for, selling, distributing, or marketing Company Products and Services in any state of the United States of America in which any of the Applicable Entities does business. For purposes hereof, "Company Products and Services" means any cancer immunotherapy vaccines and related applications (i) which the Applicable Entities currently anticipate developing, producing, designing, providing, marketing, distributing or selling, (ii) which the Applicable Entities develop, produce, design, provide, market or distribute while Executive is employed by the Applicable Entities or is otherwise providing services to the Applicable Entities, or (iii) that compete with any of the products and services of the Applicable Entities referenced in (i) or (ii) above. For the purpose of defining and enforcing this covenant, the competitors of the Applicable Entities will be identified at the time the Company seeks enforcement of this covenant. This determination shall be based on the then-existing market area of the Applicable Entities at the time enforcement of this covenant is sought. Notwithstanding the foregoing, investment by the Executive constituting less than five percent (5%) of the outstanding securities in a publicly-traded entity that may compete with the Applicable Entities shall not constitute a violation of this Section 7(a) as long as the Executive is not actively involved in such entity's business.

(b) solicit or encourage, or attempt to solicit or encourage, any current customer or vendor of any of the Applicable Entities to do business with any person or entity in competition with any of the Applicable Entities or to reduce the amount of business which any such customer or vendor has customarily done or contemplates doing with any of the Applicable Entities, whether or not the relationship between any of the Applicable Entities and such customer or vendor was originally established in whole or in part through the Executive's efforts; *provided*, *however*, that this Section 7(b) shall not be interpreted as preventing the Executive from conducting a business that does not consist of the Business conducted by the Applicable Entities with any customers or vendors of the Applicable Entities; or

(c) solicit or encourage, or attempt to solicit or encourage, any employee of the Company or any of the Applicable Entities, whether as an officer, employee, consultant, agent or independent contractor, or any person who was so employed or engaged at any time during the six (6) month period prior to the date of the Executive's solicitation, to leave his or her employment with the Company or any of the Applicable Entities, to cease providing services to the Company or any of the Applicable Entities, or to accept employment with any other person or entity; *provided however*, that general solicitations not specifically targeted to employees of the Company or any of the Applicable Entities shall not constitute a breach of this Section 7(c).

These covenants not to compete and not to solicit shall apply during the entire Term of the Executive's employment with the Company and for a period of twelve (12) months following the date on which Executive is last employed by the Company (the "Restricted Period"). In the event of a breach by the Executive of any of the covenants in this Section 7, the term of the Restricted Period will be extended by the period of the duration of such breach.

The Executive agrees that the relevant public policy and legal aspects of covenants not to compete have been discussed with him and that every effort has been made to limit the restrictions placed upon Executive to those that are reasonable and necessary to protect the legitimate interests of the Company, and the other Applicable Entities. The Executive acknowledges that, based upon his education, experience, and training, the non-compete and non-solicitation provisions of this Section 7 will not prevent the Executive from earning a livelihood and supporting the Executive and his family during the relevant time period.

The Executive and the Company agree that the restrictions set forth in this Section 7 shall not prevent the Executive from serving as a member of the board of directors or board of managers of any organization after the Executive's employment with the Company ends provided that: (a) the Executive does not provide services to such organization other than through Executive's role as a member of its board of directors or board of managers; and (b) the Executive does not violate his confidentiality and intellectual property obligations set forth in Sections 5 and 6 of this Agreement.

The existence of a claim, charge, or cause of action by the Executive against the Company, or any other Applicable Entity shall not constitute a defense to the enforcement by the Company, or any other Applicable Entity of the foregoing restrictive covenants, but such claim, charge, or cause of action shall be litigated separately.

If any restriction set forth in this Section 7 is found by any court of competent jurisdiction to be unenforceable because it extends for too long a period of time or over too great a range of activities or in too broad a geographic area, the court is hereby expressly authorized to modify this Agreement or to interpret this Agreement to extend only over the maximum period of time, range of activities, or geographic areas as to which it may be enforceable.

8. **TERMINATION OF EMPLOYMENT**. Notwithstanding anything else contained in this Agreement, the Term of Executive's employment under this Agreement may be terminated prior to the end of the Term stated in Section 3 above upon the earliest to occur of the events described in Subsections 8(a) or 8(b) below. To terminate the Executive's employment with the Company and the Term pursuant to this Section 8, the terminating party shall provide to the other party a written notice of termination (a "Termination Notice"), which shall (i) indicate the specific termination provision of this Agreement relied upon, (ii) briefly summarize the facts and circumstances that provide the bases for such termination, (iii) specify the termination date in accordance with the requirements of this Agreement, and (iv) otherwise comply with any notice-related term in this Agreement applicable to the specific type of termination.

(a) Termination by the Company. The Company may terminate the Executive's employment with the Company and the Term under this Agreement:

(1) Upon the Executive's Disability (as defined below), such termination to be effective on the date of written notice by the Company that the Executive's employment is being terminated as a result of such Disability or such later date as may be specified in writing by the Company;

(2) Upon the Executive's death, to be effective immediately upon the date of death;

(3) For Cause (as defined below), which termination shall be effective on the date specified in the Termination Notice;

(4) If the Board determines in good faith that Company is unable to continue to pay the level of compensation due to the Executive under Section 4 of this Agreement, whether as a result of the Company's failure to obtain additional equity funding as needed to sustain its operations, or otherwise; or

(5) By the Company for any reason other than under Subsections (a)(1), (2), (3) or (4), or for no reason (it being understood that Executive's employment is "at will"), upon written notice by the Company to the Executive that the Executive's employment is being terminated, which termination shall be effective on the date of such notice or such later date as may be specified in writing by the Company.

(b) Termination by the Executive. The Executive may terminate his employment with the Company and the Term under this Agreement either (i) for Good Reason (as defined below) by providing a Termination Notice to the Company as described above; or (ii) without Good Reason by written notice of termination of his employment to the Company.

(c) Definition of "Disability." For purposes of this Agreement, "Disability" shall mean the Executive's incapacity or inability to perform his duties and responsibilities as contemplated under this Agreement with any reasonable accommodation that the Company may be required to provide in accordance with the Americans with Disabilities Act for one hundred twenty (120) consecutive days or for more than one hundred twenty (120) days within any one (1) year period (cumulative or consecutive) due to impairment to his physical or mental health. For this purpose, the Executive shall be presumed to have suffered a Disability if he is determined to be entitled to Social Security disability benefits by the Social Security Administration. The Executive hereby consents to a medical examination and consultation, at the Company's sole expense, regarding his health and ability to perform as aforesaid.

(d) Definition of "Cause." The Company shall have "Cause" to terminate the Executive only for any of the following reasons:

(1) The Executive's fraudulent, dishonest or illegal conduct in the performance of services for or on behalf of the Company or any of its subsidiaries or affiliates or other conduct in violation of Company policy or detrimental to the business, operations or reputation of the Company or any of its subsidiaries or affiliates, as determined by the Board in good faith;

(2) The Executive's embezzlement, misappropriation of funds or fraud, whether or not related to his employment with the Company;

(3) The Executive's engaging in conduct involving an act of moral turpitude;

(4) Insubordination, negligence, willful misconduct or failure to comply with directions of the Board;

(5) A breach of the Executive's duty of loyalty to the Company or any of its subsidiaries;

(6) The Executive's violation of any Company policy, including but not limited to the Company's Code of Ethics, and its policies regarding discrimination, harassment and retaliation;

(7) The Executive's gross misconduct or intentional failure to comply with any lawful direction of the Board consistent with his duties hereunder;

(8) The conviction by a court of competent jurisdiction of the Executive of, or the entry of a plea of guilty or nolo contendere by the Executive to, any crime involving moral turpitude or any felony; or

(9) A determination by the Board that the Executive has committed an act of fraud, embezzlement or conversion of property related to the Company or any of its customers or suppliers; or

(10) Any other intentional breach of the Executive's obligations under this Agreement which is not promptly cured after notice and demand by the Board.

(e) Definition of "Good Reason." For the purposes of this Agreement, "Good Reason" shall mean without the prior written consent of the Executive:

(1) A reduction by the Company of the Executive's annual base salary from the amount specified in Section 4, provided that, such a reduction shall not be considered "Good Reason" if the reduction results from a determination by the Board in good faith that Company is unable to continue to pay the level of executive compensation due to the Executive and similarly situated executives, whether as a result of the Company's failure to obtain additional equity funding as needed to sustain its operations, or otherwise;

(2) A demotion or other material diminution by the Company in the Executive's authority, duties, or responsibilities from those specified in Section 2;

(3) A change by the Company of the principal location at which the Executive is required to perform his duties for Company to a new location that is at least fifty (50) miles from the Company's headquarters in Jacksonville, Florida; or

(4) Any other material breach of this Agreement by the Company.

(f) Termination Notice and Cure. Notwithstanding the foregoing subsection (e) of this Section 8, "Good Reason" shall not be deemed to have occurred, and the Executive shall be deemed to have irrevocably waived his right to terminate the Executive's employment with the Company and the Term under this Agreement with respect thereto, unless: (i) the Executive has provided the Company with a Termination Notice describing one or more of the grounds set forth in Section 8(e) as soon as reasonably practicable, but in no event later than one hundred fifty (150) days after such ground occurring or is discovered (as applicable), (ii) if such ground is capable of being cured, the Company has failed to cure such ground within a period of thirty (30) days from the date of such written notice, and (iii) the Executive terminates the Executive's employment with the Company within six (6) months from the date on which the event constituting Good Reason first occurs or is discovered (as applicable). The Executive shall have the burden of proving the occurrence of an event constituting "Good Reason" hereunder.

Similarly, notwithstanding the foregoing subsection (d) of this Section 8, "Cause" shall not be deemed to have occurred, and the Company shall be deemed to have irrevocably waived their right to terminate the Executive's employment with the Company and the Term under this Agreement with respect thereto, unless: (i) the Company has provided the Executive with a Termination Notice describing one or more of the grounds set forth in Section 8(d) as soon as reasonably practicable, but in no event later than one hundred fifty (150) days after the Board first receives notice of the grounds for termination (as applicable), (ii) if such ground is capable of being cured, the Executive has failed to cure such ground within a period of thirty (30) days from the date of such written notice, and (iii) the Company terminates the Executive's employment with the Company within nine (9) months from the date on which the Board first received notice of the event constituting Cause.

9. **SEVERANCE PAY**.

(a) In the event the Executive's employment with the Company is terminated by the Company during the Term for Cause (as defined in Section 8(d) above), or by the Executive other than for Good Reason (as defined in Section 8(e) above), the compensation and benefits the Executive shall be entitled to receive from the Company shall be limited to:

(i) his then-current annual base salary pursuant to Section 4 through the date of termination, payable in accordance with the Company's standard payroll practices;

(ii) any reimbursable expenses for which the Executive has not yet been reimbursed as of the date of termination; and

(iii) any other rights and vested benefits (if any) provided under employee benefit plans and programs of the Company, determined in accordance with the applicable terms and provisions of such plans and programs.

Any annual performance bonus under Section 4(b) earned for a prior year but not yet paid by the Company shall be forfeited if the Executive's employment with the Company is terminated by the Company for Cause or is terminated by the Executive for other than Good Reason.

(b) If the Executive's employment with the Company is terminated during the Term, either by the Company without Cause or by the Executive for Good Reason, in addition to the amounts in Subsection (a) of this Section 9, the Executive shall also be entitled to receive severance pay equal to eight (8) months of his annual base salary pursuant to Section 3, at the rate in effect on the date of termination. This severance pay shall be paid to the Executive in cash in a single lump sum payment, within sixty (60) days after the date of the termination of the Executive's employment with the Company, but no earlier than fifteen (15) days after the Executive's execution and non-revocation of a general release of all claims against the Company, its officers, directors, employees and affiliates, in form and substance satisfactory to the Company (the "Release"). In addition, the Executive shall also receive upon termination any annual performance bonus that, as of the date of termination, has been earned by the Executive but has not yet been paid by the Company to the Executive.

(c) Notwithstanding anything in this Agreement to the contrary, it will be a condition to the Executive's right to receive any severance benefits under Subsection (b) of this Section 9 that he execute and deliver the Release to the Company upon his separation from service, and that he does not revoke the Release during the fifteen (15) day period thereafter. Subject to Section 14 below, the severance payments under this Section 9 will be made no earlier than fifteen (15) days after the Executive has executed, delivered and not revoked the Release as required under this Section 9.

10. CHANGE OF CONTROL

(a) If the Executive's employment with the Company is terminated either by the Company without Cause or by the Executive for Good Reason during the period of ninety (90) days following a Change in Control of the Company (as that term is defined below), in addition to the amounts in Subsection (a) of Section 9, but in lieu of any severance payments under Subsection (b) of Section 9, the Executive shall be entitled to receive a severance payment equal to the sum of (i) eight (8) months of his annual base salary pursuant to Section 4, at the higher of the base salary rate in effect on the date of termination or the base salary rate in effect immediately before the effective date of the Change of Control, and (ii) the Executive's Annual Performance Bonus for the year which includes the effective date of the Change in Control, payable at the target level of performance. This severance pay shall be paid to the Executive in cash in a single lump sum payment, within sixty (60) days after the date of the termination of the Executive's employment with the Company, but no earlier than fifteen (15) days after the Executive's execution and non-revocation of the Release. In addition, the Executive shall also receive in the same payment the amount of any annual performance bonus that, as of the date of termination, has been earned by the Executive but has not yet been paid by the Company to the Executive.

(b) If the Executive holds any stock options or other stock awards granted under the Company's equity plan which are not fully vested at the time his employment with the Company is terminated either by the Company without Cause or by the Executive for Good Reason during the period of ninety (90) days following a Change in Control, such equity awards shall become fully vested as of the termination date.

(c) For purposes of this Agreement, the term "Change in Control" shall mean a transaction or series of transactions which constitutes a sale of control of the Company, a change in effective control of the Company, or a sale of all or substantially all of the assets of the Company, or a transaction which qualifies as a "change in ownership" or "change in effective control" of the Company or a "change in ownership of substantially all of the assets" of the Company under the standards set forth in Treasury Regulation section 1.409A-3(i)(5).

(d) If any severance payments otherwise payable to the Executive under this Agreement in connection with a Change in Control would, when combined with any other payments or benefits the Executive becomes entitled to receive that are contingent on the same Change in Control (such payments and benefits to be referred to as

"Parachute Payments") would: (i) constitute a "parachute payment" within the meaning of Section 280G of the Code; and (ii) but for this sentence, be subject to the excise tax imposed by Section 4999 of the Code (the "Excise Tax"), then the severance payments payable to the Executive under this Section 10 shall be reduced to such extent which would result in no portion of such severance benefits being subject to the Excise Tax under Section 4999 of the Code (the "Reduced Amount**")**. Any determination of the Excise Tax or the Reduced Amount required under this Section 10(d) shall be made in writing by the Company's independent public accountants, whose determination shall be conclusive and binding upon the Company and the Executive for all purposes. For purposes of making the calculations required by this Section 10(d), the accountants may make reasonable assumptions and approximations concerning applicable taxes and may rely on reasonable, good faith interpretations concerning the application of Sections 280G and 4999 of the Code. The Company and the Executive shall furnish such information and documents as the accountants may reasonably request in order to make a determination under this Section 10(d). The Company shall bear all costs the accountants may reasonably incur in connection with any calculations contemplated by this Section 10(d).

11**.** **NO BREACH.** The Executive hereby represents to the Company that: (i) the execution and delivery of this Agreement by the Executive and the performance by the Executive of the Executive's duties hereunder shall not constitute a breach of, or otherwise contravene, the terms of any other agreement or policy to which the Executive is a party or otherwise bound except for agreements entered into by and between the Executive and the Company or any other member of the Company's group pursuant to applicable law, if any; (ii) that the Executive has no information (including, without limitation, confidential information and trade secrets) relating to any other person or entity that would prevent, or be violated by, the Executive entering into this Agreement or carrying out his duties hereunder; (iii) that the Executive is not bound by any confidentiality, trade secret or similar agreement (other than this) with any other person or entity except for the Company or other member(s) of the Company's group, as the case may be.

12. **NOTICES.** All notices or communications required by or bearing upon this Agreement or between the Parties shall be in writing and shall be deemed duly given (i) on the date of delivery if delivered personally, (ii) on the first (1st) business day following the date of dispatch if delivered using a next-day service by a recognized next-day courier or (iii) on the earlier of confirmed receipt or the fifth (5th) business day following the date of mailing if delivered by registered or certified mail, return receipt requested, postage prepaid. All notices hereunder shall be delivered to the addresses set forth below, or pursuant to such other instructions as may be designated in writing by the party to receive such notice delivered to their respective addresses set forth below:

(a) if to the Executive, to:

Glynn Wilson
420 E. Bay St.
Jacksonville, Florida 32202

(b) if to the Company, to:

TapImmune, Inc.
50 N. Laura St. - Suite 2500
Jacksonville, FL 32202
Attn: Chairman of the Board

13. **NON-ASSIGNMENT.** The Executive and the Company acknowledge the unique nature of services to be provided by the Executive under this Agreement, the high degree of responsibility borne by him and the personal nature of his relationship to the Company's business and customers. Therefore, the Executive and the Company agree that Executive may not assign this Agreement or any of his rights or responsibilities hereunder without the prior written consent of the Company. Similarly, the Company may not assign this Agreement or any of its rights or responsibilities hereunder without the prior written consent of the Executive except to another entity that survives a merger, acquisition or consolidation with the Company or which otherwise succeeds to all or substantially all of the Company's assets or business. Any purported assignment in violation hereof is void.

14. **COMPLIANCE WITH SECTION 409A OF THE CODE.** The Executive and the Company acknowledge that each of the payments and benefits promised to Executive under this Agreement must either comply with the requirements of Section 409A of the Code ("Section 409A"), and the regulations thereunder or qualify for an exception from compliance. To that end, the Executive and the Company agree that the severance payments described in Sections 9 and 10 are intended to be excepted from compliance with Section 409A as either short-term deferrals pursuant to Treasury Regulation Section 1.409A-1(b)(4) or separation pay pursuant to Treasury Regulation Section 1.409A-1(b)(9).

In the case of a payment that is not excepted from compliance with Section 409A, and that is not otherwise designated to be paid immediately upon a permissible payment event within the meaning of Treasury Regulation Section 1.409A-3(a), the payment shall not be made prior to, and shall, if necessary, be deferred to and paid on the later of the date sixty (60) days after the Executive's earliest separation from service (within the meaning of Treasury Regulation Section 1.409A-1(h)) and, if the Executive is a specified employee (within the meaning of Treasury Regulation Section 1.409A-1(i)) of the Company on the date of his separation from service, the first day of the seventh month following the Executive's separation from service. Furthermore, this Agreement shall be construed and administered in such manner as shall be necessary to effect compliance with Section 409A.

15. **INJUNCTIVE RELIEF.** The Executive acknowledges and accepts that his compliance with Sections 5, 6 and 7 is an integral part of the consideration to be received by the Company and is necessary to protect the equity value, business and goodwill and other proprietary interests of the Company. The Executive and the Company each acknowledge that a breach by the other Party of this Agreement (including a breach by the Executive of Sections 5, 6 and 7 will result in irreparable and continuing damage to the other Party for which the remedies at law will be inadequate, and agrees that, in the event of any breach by the other Party of this Agreement, the non-breaching Party shall be entitled to injunctive relief and to have this Agreement specifically performed, which shall be in addition to, and not in lieu of, any other relief to which such Party shall be entitled.

16. **ENFORCEABILITY.** If any provision of this Agreement shall be found by a court with proper jurisdiction to be invalid or unenforceable, in whole or in part, then such provision shall be deemed to be modified, narrowed, or restricted only to the limited extent and in the manner necessary to render the same valid and enforceable, as the case may require, and this Agreement shall be construed and enforced to the maximum extent permitted by law as if such provision had been originally incorporated herein as so modified, narrowed, or restricted.

17. **GENERAL PROVISIONS.**

(a) This agreement shall be governed by the laws of the State of Florida, without giving effect to any principles of conflicts of law that would result in application of the law of any other jurisdiction.

(b) This Agreement represents the sole agreement of the Executive and the Company concerning the subject matter hereof and supersedes all prior communications, representations and negotiations, whether oral or written, concerning such subject matter, including the Prior Employment Agreement.

(c) This Agreement can only be modified or amended by the written consent of both Executive and the Company hereto which states that it constitutes an amendment hereto.

(d) No purported waiver of any provision of this Agreement shall be legally effective unless upon the Party providing such waiver has duly executed and delivered to the other Party a written instrument which states that it constitutes a waiver of one or more provisions of this Agreement and specifies the provision(s) that are being waived. Failure by either Party to pursue remedies or assert rights under this Agreement shall not be construed as waiver of that Party's rights or remedies, nor shall a Party's failure to demand strict compliance with the terms and conditions of this Agreement prohibit or estop that Party from insisting upon strict compliance in the future.

(e) This Agreement shall bind the Parties' respective heirs, successors, representatives and permitted assigns

(f) No Person other than Parties and their respective heirs, successors, representatives and permitted assigns of the parties is a party to, or shall otherwise have any rights with respect to, this Agreement.

(g) This Agreement may be executed in any number of counterparts and it shall not be necessary for the parties to execute any of the same counterparts hereof. Counterparts to this Agreement may be delivered via facsimile, electronic mail (including pdf) 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.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above, to be effective on the Effective Date, for the purposes herein contained.

COMPANY – TapImmune, Inc.	**EXECUTIVE**
By: /s/ David Laskow-Pooley	/s/ Glynn Wilson
David Laskow-Pooley, Director	Glynn Wilson

Exhibit 14

TapImmune Inc.

Code of Ethics and Business Conduct

1. Introduction.

1.1 The Board of Directors of TapImmune Inc. (together with its subsidiaries, the "**Company**") has adopted this Code of Ethics and Business Conduct (the "**Code**") in order to:

(a) promote honest and ethical conduct, including the ethical handling of actual or apparent conflicts of interest;

(b) promote full, fair, accurate, timely and understandable disclosure in reports and documents that the Company files with, or submits to, the Securities and Exchange Commission (the "**SEC**") and in other public communications made by the Company;

(c) promote compliance with applicable governmental laws, rules and regulations;

(d) promote the protection of Company assets, including corporate opportunities and confidential information;

(e) promote fair dealing practices;

(f) deter wrongdoing; and

(g) ensure accountability for adherence to the Code.

1.2 All directors, officers and employees are required to be familiar with the Code, comply with its provisions and report any suspected violations as described below in **Section 10**., Reporting and Enforcement.

2. Honest and Ethical Conduct.

2.1 The Company's policy is to promote high standards of integrity by conducting its affairs honestly and ethically.

2.2 Each director, officer and employee must act with integrity and observe the highest ethical standards of business conduct in his or her dealings with the Company's customers, suppliers, partners, service providers, competitors, employees and anyone else with whom he or she has contact in the course of performing his or her job.

3. Conflicts of Interest.

3.1 A conflict of interest occurs when an individual's private interest (or the interest of a member of his or her family) interferes, or even appears to interfere, with the interests of the Company as a whole. A conflict of interest can arise when an employee, officer or director (or a member of his or her family) takes actions or has interests that may make it difficult to perform his or her work for the Company objectively and effectively. Conflicts of interest also arise when an employee, officer or director (or a member of his or her family) receives improper personal benefits as a result of his or her position in the Company.

3.2 Loans by the Company to, or guarantees by the Company of obligations of, employees or their family members are of special concern and could constitute improper personal benefits to the recipients of such loans or guarantees, depending on the facts and circumstances. Loans by the Company to, or guarantees by the Company of obligations of, any director or executive officer or their family members are expressly prohibited.

3.3 Whether or not a conflict of interest exists or will exist can be unclear. Conflicts of interest should be avoided unless specifically authorized as described in **Section 3.4**.

3.4 Persons other than directors and executive officers who have questions about a potential conflict of interest or who become aware of an actual or potential conflict should discuss the matter with, and seek a determination and prior authorization or approval from, their supervisor or the Chief Executive Officer. A supervisor may not authorize or approve conflict of interest matters or make determinations as to whether a problematic conflict of interest exists without first providing the Chief Executive Officer with a written description of the activity and seeking the Chief Executive Officer's written approval. If the Chief Executive Officer is himself involved in the potential or actual conflict, the matter should instead be discussed directly with the Chairman of the Audit Committee.

Directors and executive officers must seek determinations and prior authorizations or approvals of potential conflicts of interest exclusively from the Audit Committee.

4. Compliance.

4.1 Employees, officers and directors should comply, both in letter and spirit, with all applicable laws, rules and regulations in the cities, states and countries in which the Company operates.

4.2 Although not all employees, officers and directors are expected to know the details of all applicable laws, rules and regulations, it is important to know enough to determine when to seek advice from appropriate personnel. Questions about compliance should be addressed to the Chief Executive Officer.

4.3 No director, officer or employee may purchase or sell any Company securities while in possession of material non-public information regarding the Company, nor may any director, officer or employee purchase or sell another company's securities while in possession of material non-public information regarding that company. It is against Company policies and illegal for any director, officer or employee to use material non-public information regarding the Company or any other company to:

(a) obtain profit for himself or herself; or

(b) directly or indirectly "tip" others who might make an investment decision on the basis of that information.

5. Disclosure.

5.1 The Company's periodic reports and other documents filed with the SEC, including all financial statements and other financial information, must comply with applicable federal securities laws and SEC rules.

5.2 Each director, officer and employee who contributes in any way to the preparation or verification of the Company's financial statements and other financial information must ensure that the Company's books, records and accounts are accurately maintained. Each director, officer and employee must cooperate fully with the Company's accounting and internal audit departments, as well as the Company's independent public accountants and counsel.

5.3 Each director, officer and employee who is involved in the Company's disclosure process must:

(a) be familiar with and comply with the Company's disclosure controls and procedures and its internal control over financial reporting; and

(b) take all necessary steps to ensure that all filings with the SEC and all other public communications about the financial and business condition of the Company provide full, fair, accurate, timely and understandable disclosure.

6. Protection and Proper Use of Company Assets.

6.1 All directors, officers and employees should protect the Company's assets and ensure their efficient use. Theft, carelessness and waste have a direct impact on the Company's profitability and are prohibited.

6.2 All Company assets should be used only for legitimate business purposes. Any suspected incident of fraud or theft should be reported for investigation immediately.

6.3 The obligation to protect Company assets includes the Company's proprietary information. Proprietary information includes intellectual property such as trade secrets, patents, trademarks, and copyrights, as well as business and marketing plans, engineering and manufacturing ideas, designs, databases, records and any non-public financial data or reports. Unauthorized use or distribution of this information is prohibited and could also be illegal and result in civil or criminal penalties.

7. Corporate Opportunities. All directors, officers and employees owe a duty to the Company to advance its interests when the opportunity arises. Directors, officers and employees are prohibited from taking for themselves personally (or for the benefit of friends or family members) opportunities that are discovered through the use of Company assets, property, information or position. Directors, officers and employees may not use Company assets, property, information or position for personal gain (including gain of friends or family members). In addition, no director, officer or employee may compete with the Company.

8. Confidentiality. Directors, officers and employees should maintain the confidentiality of information entrusted to them by the Company or by its customers, suppliers or partners, except when disclosure is expressly authorized or is required or permitted by law. Confidential information includes all non-public information (regardless of its source) that might be of use to the Company's competitors or harmful to the Company or its customers, suppliers or partners if disclosed.

9. Fair Dealing. Each director, officer and employee must deal fairly with the Company's customers, suppliers, partners, service providers, competitors, employees and anyone else with whom he or she has contact in the course of performing his or her job. No director, officer or employee may take unfair advantage of anyone through manipulation, concealment, abuse or privileged information, misrepresentation of facts or any other unfair dealing practice.

10. Reporting and Enforcement.

10.1 Reporting and Investigation of Violations.

(a) Actions prohibited by this code involving directors or executive officers must be reported to the Audit Committee.

(b) Actions prohibited by this code involving anyone other than a director or executive officer must be reported to person’s supervisor or the Chief Executive Officer.

(c) After receiving a report of an alleged prohibited action, Chief Executive Officer (or the Audit Committee if the Chief Executive Officer is involved in the conflict) must promptly take all appropriate actions necessary to investigate.

(d) All directors, officers and employees are expected to cooperate in any internal investigation of misconduct.

10.2 Enforcement.

(a) The Company must ensure prompt and consistent action against violations of this Code.

(b) If, after investigating a report of an alleged prohibited action by a director or executive officer, the Audit Committee determines that a violation of this Code has occurred, the Audit Committee will report such determination to the Board of Directors.

(c) If, after investigating a report of an alleged prohibited action by any other person, the relevant supervisor or the Chief Executive Officer determines that a violation of this Code has occurred, the supervisor or the Chief Executive Officer will report such determination to the Board of Directors.

(d) Upon receipt of a determination that there has been a violation of this Code, the Board of Directors will take such preventative or disciplinary action as it deems appropriate, including, but not limited to, reassignment, demotion, dismissal and, in the event of criminal conduct or other serious violations of the law, notification of appropriate governmental authorities.

10.3 Waivers.

(a) Each of the Chief Executive Officer or Audit Committee (in the case of a violation by a director or executive officer) may, in its discretion, waive any violation of this Code.

(b) Any waiver for a director or an executive officer shall be disclosed as required by the applicable rules of the SEC and any exchange on which the Company's stock is listed.

10.4 Prohibition on Retaliation.

The Company does not tolerate acts of retaliation against any director, officer or employee who makes a good faith report of known or suspected acts of misconduct or other violations of this Code.

ACKNOWLEDGMENT OF RECEIPT AND REVIEW

[To be signed and returned to the Chief Executive Officer.]

I, _____, acknowledge that I have received and read a copy of the TapImmune Inc. Code of Ethics and Business Conduct. I understand the contents of the Code and I agree to comply with the policies and procedures set out in the Code.

I understand that I should approach the Chief Executive Officer if I have any questions about the Code generally or any questions about reporting a suspected conflict of interest or other violation of the Code.

_____
[NAME]

_____
[PRINTED NAME]

_____
[DATE]

Exhibit 31.1

CERTIFICATION

I, Glynn Wilson, certify that:

(1) I have reviewed this Report on Form 10-Q for the quarterly period ended September 30, 2015 of TapImmune Inc.;

(2) Based on my knowledge, this Report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this Report;

(3) Based on my knowledge, the financial statements, and other financial information included in this Report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this Report;

(4) The registrant's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:

(a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;

(b) Designed such internal control over financial reporting or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurances regarding the reliability of financial reporting in the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;

(c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and

(d) Disclosed in this Report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and

(5) The registrant's other certifying officer(s) and I have disclosed, based on our most recent evaluation of the internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):

(a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and

(b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: November 16, 2015

/s/ Glynn Wilson
By: **Glynn Wilson**
Title: Chairman, Chief Executive Officer, Principal Executive Officer and Acting Principal Accounting Officer

Exhibit 32.1

CERTIFICATION OF PRINCIPAL EXECUTIVE OFFICER

AND PRINCIPAL ACCOUNTING OFFICER

PURSUANT TO
18 U.S.C. SECTION 1350,
AS ADOPTED PURSUANT TO
SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002

The undersigned, Glynn Wilson, the Principal Executive Officer and Acting Principal Accounting Officer of TapImmune Inc. (the "Company") hereby certifies, pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that the Report on Form 10-Q of TapImmune Inc., for the quarterly period ended September 30, 2015, fully complies with the requirements of Section 13(a) or 15(d) of the Securities Exchange Act of 1934, and that the information contained in the Report on Form 10-Q fairly presents in all material respects the financial condition and results of operations of TapImmune Inc.

Date: November 16, 2015

/s/ Glynn Wilson
Glynn Wilson
Chairman, Chief Executive Officer,
Principal Executive Officer and Acting Principal Accounting Officer