

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

**Form S-8
REGISTRATION STATEMENT**
*UNDER
THE SECURITIES ACT OF 1933*

MARKER THERAPEUTICS, INC.

(Exact name of registrant as specified in its charter)

Delaware
(State or Other Jurisdiction of
Incorporation or Organization)

45-4497941
(I.R.S. Employer
Identification No.)

5 West Forsyth Street, Suite 200
Jacksonville, FL 32202
(Address of Principal Executive Offices) (Zip Code)

2014 Omnibus Stock Ownership Plan, as amended
(Full Title of the Plan)

Peter Hoang
President and Chief Executive Officer
Marker Therapeutics, Inc.
5 West Forsyth Street, Suite 200
Jacksonville, FL 32202
(Name and Address of Agent for Service)

904-516-5436
(Telephone Number, Including Area Code, of Agent for Service)

Copies to:

Mark A. Catchur
Shumaker, Loop & Kendrick, LLP
101 E. Kennedy Blvd., Suite 2800
Tampa, FL 33602
Telephone: 813-229-7600
Fax: 813-229-1660

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, smaller reporting company, or an emerging growth company. See the definitions of "large accelerated filer," "accelerated filer," "smaller reporting company," and "emerging growth company" in Rule 12b-2 of the Exchange Act.

Large Accelerated Filer
Non-accelerated filer

Accelerated filer
Smaller reporting company
Emerging growth company

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 7(a)(2)(B) of the Securities Act.

CALCULATION OF REGISTRATION FEE

Title of Securities to be Registered	Amount to be Registered(1)(2)	Proposed Maximum Offering Price Per Share(3)	Proposed Maximum Aggregate Offering Price(3)	Amount of Registration Fee(3)
Common stock, par value \$.001 per share	6,616,666	\$ 6.81	\$ 45,059,496	\$ 5,461.21

(1) Consists of 6,616,666 additional shares of the Registrant's Common Stock reserved for issuance under the Registrant's 2014 Omnibus Stock Ownership Plan, as amended (the "Plan"). 1,009,279 shares under the Plan were registered under Registration Statement No. 333-223900, filed with the Securities

and Exchange Commission (“SEC”) on March 23, 2018.

- (2) Pursuant to Rule 416 under the Securities Act of 1933, as amended (the “Securities Act”), this Registration Statement also covers any additional number of shares as may be available under the Plan in the event of a stock dividend, stock split, recapitalization or other similar change to the Common Stock
 - (2) Estimated solely for the purpose of calculating the registration fee pursuant to Rule 457(h) under the Securities Act. The offering price per share and aggregate offering price were calculated based on upon the closing price of the shares of Common Stock as reported by the Nasdaq Capital Market on October 25, 2018.
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**REGISTRATION OF ADDITIONAL SECURITIES
EXPLANATORY NOTE**

The purpose of this Form S-8 Registration Statement (this “Registration Statement”) is to register an additional 6,616,666 shares of Marker Therapeutics, Inc. (“we,” “our,” “us,” “Marker,” or the “Registrant”) common stock, par value \$.001 per share (the “Common Stock”), that may be offered pursuant to the Marker Therapeutics, Inc. (formerly known as TapImmune Inc.) 2014 Omnibus Stock Ownership Plan, as amended.

**PART I
INFORMATION REQUIRED IN THE SECTION 10(A) PROSPECTUS**

The information specified in Items 1 and 2 of Part I of Form S-8 is omitted from this Registration Statement in accordance with the provisions of Rule 428 under the Securities Act and the introductory note to Part I of Form S-8. The documents containing the information specified in Part I will be delivered to the participants in the plan covered by this Registration Statement and as required by Rule 428(b)(1). These documents and the documents incorporated by reference in this Registration Statement pursuant to Item 3 of Part II hereof, taken together, constitute a prospectus that meets the requirements of Section 10(a) of the Securities Act.

**PART II
INFORMATION REQUIRED IN THE REGISTRATION STATEMENT**

Item 3. Incorporation of Documents by Reference.

The following documents, which have been filed with the SEC by the Registrant, are incorporated into this Registration Statement by reference:

- The Registrant’s Annual Report on Form 10-K for the fiscal year ended December 31, 2017, filed with the SEC on March 23, 2018 (File No. 000-37939) (the “Annual Report”);
- All other reports filed pursuant to Section 13(a) or 15(d) of the Exchange Act since the end of the fiscal year covered by the Registrant’s latest Annual Report or prospectus referred to in (1) above; and
- The description of the Common Stock contained in the Registrant’s Form 8-K, filed with the SEC on October 17, 2018, including all amendments and reports filed for the purpose of updating such description.

All documents filed by the Registrant with the Commission pursuant to Section 13(a), 13(c), 14 or 15(d) of the Exchange Act subsequent to the date of this Registration Statement (other than any such documents or portions thereof that are furnished under Item 2.02 or Item 7.01 of a Current Report on Form 8-K, unless otherwise indicated therein, including any exhibits included with such Items), prior to the filing of a post-effective amendment that indicates that all securities offered have been sold or which deregisters all securities then remaining unsold, shall be deemed to be incorporated by reference in this Registration Statement and to be a part hereof from the date of filing of such documents.

Any statement contained in this Registration Statement or in a document incorporated or deemed to be incorporated by reference herein shall be deemed to be modified or superseded for purposes of this Registration Statement to the extent that a statement contained or incorporated by reference herein or in any subsequently filed document which is deemed to be incorporated by reference herein modifies or supersedes such statement. Any such statement so modified or superseded shall not be deemed, except as so modified or superseded, to constitute a part of this Registration Statement.

Item 4. Description of Securities

Not applicable.

Item 5. Interests of Named Experts and Counsel

Not applicable.

Item 6. Indemnification of Directors and Officers.

Section 145 of the Delaware General Corporation Law (“DGCL”) authorizes a corporation’s board of directors to grant, and authorizes a court to award, indemnity to officers, directors and other corporate agents. As permitted by Section 102(b)(7) of the DGCL, the registrant’s certificate of incorporation includes provisions that eliminate the personal liability of its directors for monetary damages for breach of their fiduciary duty as directors to the fullest extent permitted by applicable Delaware law.

In addition, as permitted by Section 145 of the DGCL, the bylaws of the Registrant provide that: the Registrant shall, to the fullest extent authorized under the laws of the State of Delaware, as those laws may be amended and supplemented from time to time, indemnify any person made, or threatened to be made, a party to an action or proceeding, whether criminal, civil, administrative or investigative, by reason of being a director or officer of the Registrant or a predecessor corporation or a director or officer of another corporation, if such person served in such position at the request of the Registrant; The Board of Directors in its sole discretion shall have power on behalf of the Registrant to indemnify any person, other than a director or officer, made a party to any action, suit or proceeding by reason of the fact that he or she, his or her testator or intestate, is or was an officer or employee of the Registrant; Expenses incurred by a director or officer of the Registrant in defending a civil or criminal action, suit or proceeding by reason of the fact that he or she is or was a director or officer of the Registrant (or was serving at the Registrant’s request as a director or officer of another corporation) shall be paid by the Registrant in advance of the final disposition of such action, suit or proceeding upon receipt of an undertaking by or on behalf of such director to repay such amount if it shall ultimately be determined that he or she is not entitled to be indemnified by the Registrant as authorized by relevant sections of the DGCL; each director or officer who serves in such capacity at any time while the bylaws are in effect, and any repeal or modification thereof shall not affect any rights or obligations then existing with respect to any state of facts then or theretofore existing or any action, suit or proceeding theretofore or thereafter brought based in whole or in part upon any such state of facts; The Registrant may purchase and maintain insurance, at its expense, to protect itself and any director, officer, employee or agent of the Registrant or another corporation, partnership, joint venture, trust or other enterprise against any expense, liability or loss incurred by him or her in any such capacity, or arising out of his or her status as such, whether or not the Registrant would have the power to indemnify such person against such expense, liability or loss under the DGCL; and the rights conferred in the bylaws are not exclusive, and the Registrant is authorized to enter into indemnification agreements with its directors, officers, employees and agents and to obtain insurance to indemnify such persons.

To assure indemnification of all directors, officers and employees who are determined by the Registrant or otherwise to be or to have been “fiduciaries” of any employee benefit plan of the Registrant that may exist from time to time, Section 145 of the DGCL shall be interpreted as follows: an “other enterprise” shall be deemed to include such an employee benefit plan, including without limitation, any plan of the Registrant that is governed by the Act of Congress entitled “Employee Retirement Income Security Act of 1974,” as amended from time to time; the Registrant shall be deemed to have requested a person to serve the Registrant for purposes of Section 145 of the DGCL, as administrator of an employee benefit plan where the performance by such person of his or her duties to the Registrant also imposes duties on, or otherwise involves services by, such person to the plan or participants or beneficiaries of the plan; excise taxes assessed on a person with respect to an employee benefit plan pursuant to such Act of Congress shall be deemed “fines.”

We have entered into indemnification agreements with each of our directors and officers. These indemnification agreements may require us, among other things, to indemnify our directors and officers for some expenses, including attorneys’ fees, judgments, fines and settlement amounts incurred by a director or officer in any action or proceeding arising out of his or her service as one of our directors or officers, or any of our subsidiaries or any other company or enterprise to which the person provides services at our request.

We maintain a general liability insurance policy that covers certain liabilities of directors and officers of our corporation arising out of claims based on acts or omissions in their capacities as directors or officers.

Insofar as indemnification for liabilities arising under the Securities Act may be permitted to our directors, officers and controlling persons pursuant to the foregoing provisions, or otherwise, we have been informed that in the opinion of the SEC such indemnification is against public policy as expressed in the Securities Act and is, therefore, unenforceable

The foregoing summaries are qualified in their entirety by reference to the terms and provisions of such arrangements.

Item 7. Exemption from Registration Claimed.

Not applicable.

Item 8. Exhibits.

For the list of exhibits, see the Exhibit Index to this Registration Statement, which is incorporated into this item by reference.

Item 9. Undertakings

(a) The undersigned registrant hereby undertakes as follows:

(1) To file, during any period in which offers or sales are being made, a post-effective amendment to this registration statement:

(i) to include any prospectus required by Section 10(a)(3) of the Securities Act;

(ii) to reflect in the prospectus any facts or events arising after the effective date of the registration statement (or the most recent post-effective amendment thereof), which, individually or in the aggregate, represent a fundamental change in the information set forth in the registration statement. Notwithstanding the foregoing, any increase or decrease in volume of securities offered (if the total dollar value of securities offered would not exceed that which was registered) and any deviation from the low or high end of the estimated maximum offering range may be reflected in the form of prospectus filed with the Commission pursuant to Rule 424(b) if, in the aggregate, the changes in volume and price represent no more than a 20% change in the maximum aggregate offering price set forth in the "Calculation of Registration Fee" table in the effective registration statement;

(iii) to include any material information with respect to the plan of distribution not previously disclosed in the registration statement or any material change to such information in the registration statement.

provided, however, that paragraphs (a)(1)(i) and (a)(1)(ii) do not apply if the information required to be included in a post-effective amendment by those paragraphs is contained in periodic reports filed with, or furnished to, the Commission by the Company pursuant to Section 13 or Section 15(d) of the Exchange Act that are incorporated by reference in the registration statement.

(2) That, for the purpose of determining any liability under the Securities Act, each such post-effective amendment shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.

(3) To remove from registration by means of a post-effective amendment any of the securities being registered which remain unsold at the termination of the offering.

(b) The undersigned registrant hereby undertakes that, for purposes of determining any liability under the Securities Act, each filing of the registrant's annual report pursuant to section 13(a) or section 15(d) of the Exchange Act (and, where applicable, each filing of an employee benefit plan's annual report pursuant to Section 15(d) of the Exchange Act) that is incorporated by reference in the registration statement shall be deemed to be a new registration statement related to the securities offered therein, and the offering of such securities at the time shall be deemed to be the initial bona fide offering thereof.

(c) Insofar as indemnification for liabilities arising under the Securities Act may be permitted to directors, officers and controlling persons of the registrant pursuant to the foregoing provisions, or otherwise, the registrant has been advised that in the opinion of the Commission such indemnification is against public policy as expressed in the Securities Act and is, therefore, unenforceable. In the event that a claim for indemnification against such liabilities (other than the payment by the registrant of expenses incurred or paid by a director, officer or controlling person of the registrant in the successful defense of any action, suit or proceeding) is asserted by such director, officer or controlling person in connection with the securities being registered, the registrant will, unless in the opinion of its counsel the matter has been settled by controlling precedent, submit to a court of appropriate jurisdiction the question whether such indemnification by it is against public policy as expressed in the Securities Act and will be governed by the final adjudication of such issue.

SIGNATURES

Pursuant to the requirements of the Securities Act, the Registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-8 and has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Jacksonville, State of Florida, on October 30, 2018.

MARKER THERAPEUTICS, INC.

By: /s/ Peter L. Hoang
Peter L. Hoang
President, Chief Executive Officer and Director

Each person whose signature appears below constitutes and appoints Peter L. Hoang and Michael Loiacono, and each of them, as his or her true and lawful attorney-in-fact and agent, with full power of substitution and resubstitution, for him or her and in his or her name, place and stead, in any and all capacities, to sign any and all amendments to this Registration Statement (including all pre-effective and post-effective amendments and registration statements filed pursuant to Rule 462 under the Securities Act), and to file the same with all exhibits thereto, and other documents in connection therewith, with the Commission, granting unto said attorney-in-fact and agent full power and authority to do and perform each act and thing requisite and necessary to be done, as fully to all intents and purposes as he or she might or could do in person, hereby ratifying and confirming all that said attorney-in-fact and agent, or his or her substitute or substitutes, may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, as amended, this Registration Statement has been signed below by the following persons in the capacities indicated on October 30, 2018.

<u>Signature</u>	<u>Title</u>	<u>Date</u>
<u>/s/ Peter L. Hoang</u> Peter L. Hoang	Chief Executive Officer, President and Director (Principal Executive Officer)	October 30, 2018
<u>/s/ John Wilson</u> John Wilson	Director	October 30, 2018
<u>/s/ Juan F. Vera</u> Juan F. Vera	Director	October 30, 2018
<u>/s/ David Laskow-Pooley</u> David Laskow-Pooley	Director	October 30, 2018
<u>/s/ David Eansor</u> David Eansor	Director	October 30, 2018
<u>/s/ Frederick Wasserman</u> Frederick Wasserman	Director	October 30, 2018
<u>/s/ Michael J. Loiacono</u> Michael J. Loiacono	Chief Financial Officer (Principal Financial and Accounting Officer)	October 30, 2018

EXHIBIT INDEX

Exhibit Number	Exhibit Description
<u>3.1</u>	<u>Certificate of Incorporation of Marker Therapeutics, Inc. (incorporated by reference as Exhibit 3.4 to the Form 8-K filed on October 27, 2018).</u>
<u>3.2</u>	<u>Bylaws of Marker Therapeutics, Inc. (incorporated by reference as Exhibit 3.6 to the Form 8-K filed on October 17, 2018).</u>
<u>4.1</u>	<u>Form of Common Stock Certificate of Marker Therapeutics (incorporated by reference as Exhibit 4.1 to Form 8-A filed on October 17, 2018).</u>
<u>4.2</u>	<u>2014 Omnibus Stock Ownership Plan, as amended (incorporated by reference as Exhibit 4.1 to the Form S-8 Registration Statement (No. 333-223900) filed on March 3, 2018).</u>
<u>4.3</u>	<u>Amendment to 2014 Omnibus Stock Ownership Plan, as amended (incorporated by reference as Exhibit 4.4 to Form 8-K filed on October 17, 2018).</u>
<u>5.1</u>	<u>Opinion of Shumaker, Loop & Kendrick, LLP.*</u>
<u>10.1</u>	<u>Form of Stock Option Award Agreement-Non Employee Director*</u>
<u>10.2</u>	<u>Form of Stock Option Award Agreement-Consultant (incorporated by reference as Exhibit 10.2 to Form 8-K filed on October 23, 2018).</u>
<u>10.3</u>	<u>Form of Stock Option Award Agreement-Employee (incorporated by reference as Exhibit 10.3 to Form 8-K filed on October 23, 2018).</u>
<u>23.1</u>	<u>Consent of Marcum LLP.*</u>
<u>23.2</u>	<u>Consent of Marcum LLP.*</u>
<u>23.3</u>	<u>Consent of Shumaker, Loop & Kendrick, LLP (contained in Exhibit 5.1.*</u>

* Filed herewith.



Bank of America Plaza 813.229.7600
101 East Kennedy Boulevard 813.229.1660 fax
Suite 2800
Tampa, Florida 33602

www.slk-law.com

October 30, 2018

Marker Therapeutics, Inc.
5 West Forsyth Street, Suite 200
Jacksonville, FL 32202

Re: Registration Statement on Form S-8

Ladies and Gentlemen:

We have assisted Marker Therapeutics, Inc., a Delaware corporation (the "Company") in connection with the preparation and filing of its Registration Statement on Form S-8 with the Securities and Exchange Commission pursuant to the requirements of the Securities Act of 1933, as amended (the "Act"), for the registration of 6,616,666 shares of the common stock of the Company, par value \$.001 per share (the "Shares"), issuable under the Company's 2014 Omnibus Stock Ownership Plan, as amended (the "Plan").

In connection with the following opinion, we have examined and have relied upon such documents, records, certificates, statements and instruments as we have deemed necessary and appropriate to render the opinion herein set forth.

On the basis of such examination and our consideration of those questions of law we considered relevant, and subject to the limitations and qualifications in this opinion, we are of the opinion that: (1) the Shares have been duly authorized by all necessary corporate action on the part of the Company; and (2) when issued in accordance with such authorization, the provisions of the Plan and relevant agreements duly authorized by and in accordance with the terms of the Plan, and upon payment for and delivery of the Shares as contemplated in accordance with the Plan, and either (a) the countersigning of the certificate or certificates representing the Shares by a duly authorized signatory of the registrar for the Company's Common Stock, or (b) the book-entry of the Shares by the transfer agent for the Company's Common Stock in the name of The Depository Trust Company or its nominee, the Shares will be validly issued, fully paid and non-assessable.

We are admitted to practice in the State of Florida. This opinion letter is limited to the laws of the State of Florida, and the federal laws of the United States of America as such laws presently exist and to the facts as they presently exist. We express no opinion with respect to the effect or applicability of the laws of any other jurisdiction. We assume no obligation to revise or supplement this opinion letter should the laws of such jurisdictions be changed after the date hereof by legislative action, judicial decision or otherwise.

The undersigned hereby consents to the filing of this opinion as Exhibit 5.1 to the Registration Statement on Form S-8 and to the use of its name in the Registration Statement. In giving such consent we do not admit that we are in the category of persons whose consent is required under Section 7 of the Act.

Very truly yours,

/s/ Shumaker, Loop & Kendrick, LLP
SHUMAKER, LOOP & KENDRICK, LLP

Participant: _____

Non-Employee Director

<p>Marker Therapeutics, Inc. 2014 Omnibus Stock Ownership Plan</p> <p>Stock Option Award Agreement</p>
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Dear _____,

Marker Therapeutics, 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 Company's 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 October __, 2018.

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 Marker Therapeutics, Inc. through the following vesting dates.

Vesting Date	Number of Purchasable Shares	Total Number of Purchasable Shares
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Notwithstanding the foregoing, the Stock Options will become fully vested upon a "change in control" (as this term is defined in the Plan).

Termination: Subject to the terms of the Plan, the vested portion of your Stock Options will remain exercisable for 90 days after the date your service on the Board of Directors terminates.

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

These Stock Options are not intended to be Qualified Performance-based Awards under the terms of the Plan.

Expiration Date: If not previously exercised or forfeited, the Stock Options expire on October __, 2028.

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.

MARKER THERAPEUTICS, INC.

Date

Peter Hoang, President & CEO

Director

Date

APPENDIX A**Marker Therapeutics, Inc.
2014 Omnibus Stock Ownership Plan****Terms and Conditions of Stock Options**

Pursuant to this Stock Option Award Agreement, Marker Therapeutics, 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 Company’s 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.** 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 stock issued to the Director (or issuable to the Director pursuant to the exercise of the Stock Options) 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, provided that, the acceptance of such shares in payment of the Exercise Price will not result in adverse accounting consequences to the Company;
- (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 Marker Therapeutics, 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 have already become vested and 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 service on the Board of Directors 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 which had already become vested 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).

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 (other than those provisions of the Plan applicable solely to Qualified Performance-based Awards), the provisions of which are hereby made a part of this Agreement, and are 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 Incentive Compensation, as it may be amended from time to time.
- (c) This Agreement shall be governed by the laws of the State of Delaware.
- (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 5 West Forsyth Street, Suite 200, Jacksonville, FL 32202, or at such other addresses that the parties provide to each other in accordance with the foregoing notice requirements.

- (e) The Director hereby explicitly and unambiguously consents to the collection, use and transfer, in electronic or other form, of the Director's personal data as described in this Award Agreement and any other Stock Option grant materials by the Company for the exclusive purpose of implementing, administering and managing the Director's participation in the Plan. The Director understands that the Company **may** hold certain personal information about the Director, including, but not limited to, the Director's name, home address and telephone number, date of birth, social insurance number or other identification number, salary, nationality, job title, any Shares held in the Company, details of all Stock Options or any other equity Awards under the Plan awarded, cancelled, exercised, vested, unvested or outstanding in the Director's favor ("Data"), for the exclusive purpose of implementing, administering and managing the Plan. The Director further understands that such Data may be transferred to any stock plan service provider selected by the Company to assist the Company with the implementation, administration and management of the Plan.
- (f) This Agreement may not be modified except in writing executed by each of the parties to it.
- (g) Neither this Agreement nor the Stock Options confer upon the Director any right 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.

INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM'S CONSENT

We consent to the incorporation by reference in this Registration Statement of Marker Therapeutics, Inc. (formerly known as TapImmune, Inc.) on Form S-8 of our report, which include an explanatory paragraph as to the Company's ability to continue as a going concern' dated March 23, 2018, with respect to our audits of the consolidated financial statements of TapImmune, Inc. as of December 31, 2017 and 2016 and for the years ended December 31, 2017 and 2016 appearing in the Annual Report on Form 10-K of TapImmune, Inc. for the year ended December 31, 2017.

/s/ Marcum LLP

Marcum LLP

New York, NY
October 29, 2018

INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM'S CONSENT

We consent to the incorporation by reference in this Registration Statement of Marker Therapeutics, Inc. (formerly known as TapImmune, Inc.) on Form S-8 of our report, which includes an explanatory paragraph as to the Company's ability to continue as a going concern, dated September 7, 2018, with respect to our audits of the financial statements of Marker Cell Therapy, Inc. (formerly known as Marker Therapeutics, Inc.) as of December 31, 2017 and for the year ended December 31, 2017 appearing in the Annual Report in the Financial Statements of Marker Therapeutics, Inc. for the year ended December 31, 2017.

/s/ Marcum LLP

Marcum LLP

New York, NY
October 29, 2018
