

**UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION**

WASHINGTON, D.C. 20549

**FORM 8-K**

**CURRENT REPORT**

**Pursuant to Section 13 or 15(d) of the  
Securities Exchange Act of 1934**

Date of report (Date of earliest event reported): April 21, 2022

**MARKER THERAPEUTICS, INC.**  
*(Exact Name of Registrant as Specified in Charter)*

**Delaware**  
*(State or Other Jurisdiction of  
Incorporation)*

**001-37939**  
*(Commission  
File Number)*

**45-4497941**  
*(IRS Employer  
Identification No.)*

**3200 Southwest Freeway  
Suite 2500  
Houston, Texas**  
*(Address of Principal Executive Offices)*

**77027**  
*(Zip Code)*

Registrant's telephone number, including area code: **(713)400-6400**

**Not applicable**  
*(Former Name or Former Address, if Changed Since Last Report)*

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions (see General Instruction A.2. below):

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
- Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
- Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
- Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Securities registered pursuant to Section 12(b) of the Act:

<b>Title of each class</b>	<b>Trading Symbol(s)</b>	<b>Name of each exchange on which registered</b>
Common Stock, par value \$0.001 per share	MRKR	The Nasdaq Stock Market LLC

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (§230.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (§240.12b-2 of this chapter).

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 13(a) of the Exchange Act.

**Item 1.01 Entry into a Material Definitive Agreement.**

On April 21, 2022, Marker Therapeutics, Inc. (the “Company”) entered into a binding services agreement (the “Agreement”), effective April 12, 2022, with Wilson Wolf Manufacturing Corporation (“Wilson Wolf”). Wilson Wolf is in the business of creating products and services intended to simply and expedite the transition of cell therapies and gene-modified cell therapies to mainstream society (the “Wilson Wolf Mission”). Pursuant to the Agreement, Wilson Wolf made a cash payment to the Company in the amount of \$8.0 million, allocated as follows:

- \$2.0 million as a prepaid expense for non-exclusive training of Wilson Wolf to make, use, and sell Marker’s cell culture non-proprietary media formulation that has been cleared in an FDA investigational new drug application in pursuit of the Wilson Wolf Mission;
- \$1.0 million as a prepaid expense for non-exclusive training of Wilson Wolf to replicate Marker’s quality management system inclusive of all underlying documents related thereto, none of which shall include unique information specific to the manufacture of Marker’s MultiTAA product candidates such as direct peptide stimulation, which Wilson Wolf shall use as it sees fit in pursuit of the Wilson Wolf Mission;
- \$2.0 million as a prepaid expense for non-exclusive training of Wilson Wolf to be able to replicate Marker’s cGMP-compliant, linearly scalable, G-Rex based T-cell manufacturing process which Wilson Wolf shall use as it sees fit in pursuit of the Wilson Wolf Mission; and
- \$3.0 million as a prepaid expense under the hired to invent doctrine for Marker to train Wilson Wolf on its expertise in the optimization of T-cell therapy manufacturing processes using G-Rex and to conduct CAR T and TCR G-Rex Optimization Work under the direction of Wilson Wolf (the “Work Direction”), whereunder all intellectual property provided by Wilson Wolf or created or derived by Marker will be solely owned by Wilson Wolf, and whereby Marker will make good faith efforts to complete the conduct of such work as soon as practicable within 18 months from the date of the agreement. Wilson Wolf has agreed to pay Marker an additional \$1.0 million if the Work Direction is completed within one year from the onset of the Agreement.

The Agreement shall continue until the fulfillment of all of Marker’s obligations set forth in the Agreement or in any mutually agreed upon subsequent agreements. All intellectual property created or derived under the Work Direction will be owned by Wilson Wolf. The Agreement contains certain representations made by Marker, as well as a mutual confidentiality provision and an indemnification provision by Wilson Wolf in favor of Marker. Pursuant to the Agreement, in the event that Marker becomes insolvent, goes out of business, or an event other than force majeure occurs that cannot allow the Agreement to be fulfilled, Wilson Wolf will have right of first offer and right of first refusal for Marker’s manufacturing facility provided it is able and willing to meet whatever financial obligations are required to do so and provided further that such clause will not apply in the event of a merger, reorganization or consolidation of Marker with a third party that results in the outstanding voting securities of Marker immediately prior thereto ceasing to represent, or being converted into or exchanged for voting securities that do not represent, at least fifty percent (50%) of the combined voting power of the voting securities of the surviving entity or the parent corporation of the surviving entity immediately after such merger, reorganization or consolidation, or the sale or other transfer of all or substantially all of Marker’s business or assets. Marker agrees to assist as needed to the extent permitted under any applicable law (including bankruptcy or insolvency statutes). Further, prior to Marker undertaking any financing that would encumber any of Marker’s assets necessary for Marker’s performance under this Agreement, Wilson Wolf shall have the first right to provide such financing on equal terms to what Marker can obtain elsewhere.

The foregoing summary of the Agreement is not complete and is qualified in their entirety by reference to the text of the Agreement, a copy of which is filed herewith as Exhibit 10.1 to this Current Report on Form 8-K (the “Form 8-K”) and is incorporated herein by reference.

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**Item 7.01 Regulation FD Disclosure.**

On April 26, 2022, the Company issued a press release (the “Press Release”) announcing the Agreement. A copy of this Press Release is furnished herewith as Exhibit 99.1 to this Form 8-K and is incorporated herein by reference.

The information contained in this Item 7.01 of the Form 8-K, including Exhibit 99.1, is furnished and shall not be deemed “filed” for purposes of Section 18 of the Securities Exchange Act of 1934, as amended (the “Exchange Act”), and is not incorporated by reference into any of the Company’s filings under the Securities Act of 1933, as amended, or the Exchange Act, whether made before or after the date hereof, except as shall be expressly set forth by specific reference in any such filing.

**Item 9.01 Financial Statements and Exhibits.**

(d) Exhibits

<u>Exhibit No.</u>	<u>Description</u>
<a href="#"><u>10.1</u></a>	<a href="#"><u>Services Agreement, effective April 12, 2022, between Wilson Wolf Manufacturing Corporation and Marker Therapeutics, Inc.</u></a>
<a href="#"><u>99.1</u></a>	<a href="#"><u>Press Release, dated April 26, 2022</u></a>
104	Inline XBRL for the cover page of this Current Report on Form 8-K

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**SIGNATURE**

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

Dated: April 26, 2022

**Marker Therapeutics, Inc.**

By: /s/ Anthony Kim

Anthony Kim

*Chief Financial Officer*

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**Binding Services Agreement (the “Agreement”) between Wilson Wolf Manufacturing Corporation (“Wilson Wolf”) and Marker Therapeutics, Inc. (“Marker”)**

**Dated April 21, 2022**

<p><b>Overview</b></p>	<p>Gas permeable rapid expansion technology, commonly called G-Rex<sup>®</sup>, is a technology created by Wilson Wolf and routinely used throughout the field of cell therapy and gene-modified cell therapy for activation, transduction, expansion, and/or concentration of various cells, including T cells and natural killer cells (the “<b>G-Rex</b>”).</p> <p>Marker is developing clinical stage antigen specific cell therapies capable of recognizing tumor associated antigens in the absence of genetic engineering (collectively, the “<b>Marker Therapies</b>”).</p> <p>Marker has created Quality Management System in compliance with Title 21 Parts 211, 600, and 1271 (the “<b>Quality Management System</b>”).</p> <p>Marker utilizes a FDA registered manufacturing facility that manufactures Marker Therapies using a GMP-compliant, linearly scalable, G-Rex based T-cell manufacturing process including manufacturing pods within a warehouse type facility (collectively, the “<b>GMP Manufacturing Process</b>”) and use of a cell culture non-proprietary media formulation that has been cleared in an FDA investigative new drug application (the “<b>Cell Culture Media Formulation</b>”).</p> <p>Marker’s personnel have expertise optimization of T cell therapy manufacturing processes using G-Rex (collectively, the “<b>T Cell Therapy Manufacturing Expertise</b>”).</p> <p>Wilson Wolf is in the business of creating products and services intended to simply and expedite the transition of cell therapies and gene-modified cell therapies (“CAGT”) to mainstream society (collectively, the “<b>Wilson Wolf Mission</b>”).</p> <p>In accordance with the “<b>Wilson Wolf Mission</b>,” Wilson Wolf formed a joint venture between Wilson Wolf, Bio-Techne, and Fresenius Kabi to market products to the CAGT community (collectively, “<b>ScaleReady</b>”).</p> <p>Wilson Wolf seeks to optimize G-Rex based cell therapies that include the optimization of manufacturing T cells with chimeric antigen receptors and the optimization of manufacturing T cells engineered T cell receptors (“<b>CAR T and TCR G-Rex Optimization Work</b>”).</p> <p>This Agreement sets forth the terms pursuant to which Wilson Wolf will make a cash payment to Marker in the amount of \$8,000,000 upon signature as follows, allocated as follows:</p> <ol style="list-style-type: none"> <li>(1) \$2,000,000 as a prepaid expense for non-exclusive training of Wilson Wolf to make, use, and sell the Cell Culture Media Formulation in pursuit of the Wilson Wolf Mission,</li> <li>(2) \$1,000,000 as a prepaid expense for non-exclusive training of Wilson Wolf to replicate the Quality Management System inclusive of all underlying documents related thereto, none of which shall include unique information specific to the manufacture of Marker Therapies such as direct peptide stimulation, which Wilson Wolf shall use as it sees fit in pursuit of the Wilson Wolf Mission,</li> </ol>
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	<p>(3) \$2,000,000 as a prepaid expense for non-exclusive training of Wilson Wolf to be able to replicate the GMP Manufacturing Process which Wilson Wolf shall use as it sees fit in pursuit of the Wilson Wolf Mission,</p> <p>(4) \$3,000,000 as a prepaid expense under the hired to invent doctrine for Marker to train Wilson Wolf on its T Cell Therapy Manufacturing Expertise and to conduct CAR T and TCR G-Rex Optimization Work under the direction of Wilson Wolf (the “Work Direction”), whereunder all intellectual property provided by Wilson Wolf or created or derived by Marker will be solely owned by Wilson Wolf, and whereby Marker will make good faith efforts to complete the conduct of such work as soon as practicable as further defined below.</p>
<b>T Cell Therapy Expertise to CAR T and TCR G-Rex Optimization Work</b>	<p>The Parties hereby recognize that the Work Direction will likely be in the form of one or more documents that define a mutually agreed project plan and scope which will be agreed and regularly modified as needed by mutual agreement of the parties.</p> <p>In the course of conducting the T Cell Therapy Expertise to CAR T and TCR G-Rex Optimization Work, Wilson Wolf will make its G-Rex technology available to Marker free of cost and will make good faith efforts to make any of ScaleReady’s products available at the lowest cost possible.</p> <p>The Parties hereby agree to seek completion of the T Cell Therapy Expertise to CAR T and TCR G-Rex Optimization Work within 18 months from the onset of this Agreement and Wilson Wolf agrees to pay Marker an additional \$1,000,000 in the event the work is completed within one year from the onset of this Agreement.</p> <p>Wilson Wolf will have an exclusive right to use the information. All intellectual property created or derived under the Work Direction will be owned by Wilson Wolf. The Parties hereby agree that Wilson Wolf will hold Marker harmless for any use of the information created from the T Cell Therapy Expertise to CAR T and TCR G-Rex Optimization Work which will be created under one or more separate agreements as needed (the “Hold Harmless Agreement”).</p>
<b>Term</b>	The Effective Date of this Agreement shall be April 12, 2022 and shall continue until the fulfillment of all of Marker’s obligations set forth in this Agreement or in any mutually agreed upon subsequent agreements.
<b>Confidentiality</b>	Each of the Parties shall hold and maintain all information pertaining to this Agreement as confidential and will not disclose any such information to third parties other than affiliates of the Parties or those working by or on behalf of a Party or an affiliate of a Party without the express written consent of the other Party, except that Marker may disclose this Agreement to any organization that is conducting diligence with the intent of investing in Marker.
<b>Fees and Expenses</b>	Wilson Wolf and Marker each shall pay their respective legal and other fees and expenses associated with all aspects of the negotiation and execution of the transaction contemplated hereunder.

<b>Governing Law</b>	<p>This Agreement shall be governed by the laws of Delaware.</p> <p>The parties agree to resolve any dispute under this Agreement by JAMS pursuant to JAMS' Comprehensive Arbitration Rules and Procedures then in effect and judgment on the arbitration award may be entered in any court having jurisdiction thereof. The tribunal shall consist of one (1) arbitrator to be appointed by JAMS. The seat, or legal place, of arbitration shall be Wilmington, Delaware, and all proceedings and communications shall be in English. The arbitrator shall have no authority to award punitive or any other type of damages not measured by a party's compensatory damages. Each party shall bear its own costs and expenses and attorneys' fees and an equal share of the arbitrator's fees and any administrative fees of arbitration.</p>
<b>Taxation</b>	<p>Marker and Wilson Wolf agree that this Agreement, and that all payments under this Agreement, will be recognized by Marker as ordinary income for tax purposes.</p>
<b>Contingency</b>	<p>As of the Effective Date of this Agreement, Marker hereby represents that none of the assets Marker will rely upon to perform its obligations under this Agreement are encumbered.</p> <p>Prior to Marker undertaking any financing that would encumber any of Marker's assets necessary for Marker's performance under this Agreement, Wilson Wolf shall have the first right to provide such financing on equal terms to what Marker can obtain elsewhere.</p> <p>In the event that Marker becomes insolvent, goes out of business, or an event other than force majeure occurs that cannot allow this Services Agreement to be fulfilled, Wilson Wolf will have right of first offer and right of first refusal for the manufacturing facility provided it is able and willing to meet whatever financial obligations are required to do so. Marker agrees to assist as needed to the extent permitted under any applicable law (including bankruptcy or insolvency statutes).</p> <p>This clause will not apply in the event of a merger, reorganization or consolidation of Marker with a third party that results in the outstanding voting securities of Marker immediately prior thereto ceasing to represent, or being converted into or exchanged for voting securities that do not represent, at least fifty percent (50%) of the combined voting power of the voting securities of the surviving entity or the parent corporation of the surviving entity immediately after such merger, reorganization or consolidation, or the sale or other transfer of all or substantially all of Marker's business or assets.</p>

[Signature Page Follows]

**IN WITNESS WHEREOF**, the parties have caused this Agreement to be duly executed and delivered as of the date first written above.

Wilson Wolf Manufacturing Corporation

By: John R. Wilson

Signature:  /s/ John R. Wilson

Title: CEO

Marker Therapeutics, Inc.

By: Peter Hoang

Signature:  /s/ Peter Hoang

Title: CEO



**MARKER THERAPEUTICS ANNOUNCES ENTRY INTO SERVICES AGREEMENT WITH WILSON WOLF**

HOUSTON, April 26, 2022 (GLOBE NEWSWIRE) -- -- Marker Therapeutics, Inc. (Nasdaq: MRKR), a clinical-stage immuno-oncology company specializing in the development of next-generation T cell-based immunotherapies for the treatment of hematological malignancies and solid tumor indications, today announced it has entered into a services agreement with Wilson Wolf Manufacturing Corporation. The agreement includes an \$8.0 million upfront cash payment by Wilson Wolf to Marker in exchange for services relating to Marker's expertise in the manufacture of cell therapies. Wilson Wolf has agreed to pay Marker an additional \$1.0 million if the certain work, as defined in the services agreement, is completed within one year from the onset of the services agreement.

"Marker Therapeutics has created its own cGMP manufacturing capacity that allows us to service our clinical trials with full control and lower costs when compared to use of contract manufacturing organizations," said Peter Hoang, CEO of Marker Therapeutics. "Our process utilizes Wilson Wolf products and we think our knowledge is highly aligned with Wilson Wolf's mission to advance the cell and gene therapy field through simplified manufacturing. Wilson Wolf's payment of \$8 million in non-dilutive funding, with potential for another \$1 million, for a portion of Marker's knowledge will be used by Marker to advance its mission to fundamentally improve the way liquid and solid tumors are eliminated. Given how entrenched Wilson Wolf's technology is in the cell and gene therapy field, we see this as an endorsement of Marker's manufacturing expertise."

"Marker's therapies have demonstrated in clinical trials to date the potential to activate the patient's own immune system while eliminating tumors. This \$8 million upfront payment provides Marker with added wherewithal to treat and assess patients," said Mr. Hoang.

"Wilson Wolf's mission is to create hope for cancer patients, one G-Rex<sup>®</sup> device at a time. We have hundreds of customers using our G-Rex<sup>®</sup> technology for the manufacture of cell and gene therapies that range from early-stage R&D all the way to an FDA approved therapy," said John Wilson, CEO of Wilson Wolf. "Nearly every CAGT organization relies on contract manufacturers to make their therapies for clinical trials. The revolutionary nature of these lifesaving therapies has caused explosive growth in demand on contract manufacturing capacity. As a result, cell and gene therapy companies are incurring skyrocketing costs and long wait times to get their clinical drugs made."

"Marker found a unique way to avoid this problem and created their own FDA registered drug manufacturing facility which integrates a G-Rex<sup>®</sup> based manufacturing process that we believe is extremely simple, cost effective, and easily scaled," said John Wilson. "The way that Marker freed itself of reliance on CMOs inspired Wilson Wolf to enter into a service agreement that we believe will enhance our effort to de-risk the cell and gene therapy industry as a whole."

**About Wilson Wolf Manufacturing**

Based in St. Paul, Minnesota, Wilson Wolf ([www.wilsonwolf.com](http://www.wilsonwolf.com)) was founded in 1998 to develop and make innovative cell culture technologies. For the last decade, Wilson Wolf has focused on advancing the field of cell and gene therapy through its G-Rex<sup>®</sup> bioreactor technology. G-Rex<sup>®</sup> is used to produce cells for R&D discovery, clinical trials, and commercial sale of CAGT drugs. In 2020, Wilson Wolf formed a joint venture with Bio-Techne and Fresenius-Kabi called ScaleReady [www.scaleready.com](http://www.scaleready.com) to bring more capacity to advance the CAGT field. ScaleReady's mission is to de-risk the path from CAGT discovery to societal use.

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## **About Marker Therapeutics, Inc.**

Marker Therapeutics, Inc. is a clinical-stage immuno-oncology company specializing in the development of next-generation T cell-based immunotherapies for the treatment of hematological malignancies and solid tumor indications. Marker's cell therapy technology is based on the selective expansion of non-engineered, tumor-specific T cells that recognize tumor associated antigens (i.e. tumor targets) and kill tumor cells expressing those targets. This population of T cells is designed to attack multiple tumor targets following infusion into patients and to activate the patient's immune system to produce broad spectrum anti-tumor activity. Because Marker does not genetically engineer its T cell therapies, we believe that our product candidates will be easier and less expensive to manufacture, with reduced toxicities, compared to current engineered CAR-T and TCR-based approaches, and may provide patients with meaningful clinical benefit. As a result, Marker believes its portfolio of T cell therapies has a compelling product profile, as compared to current gene-modified CAR-T and TCR-based therapies. To receive future press releases via email, please visit: [HTTPS://WWW.MARKERTHERAPEUTICS.COM/EMAIL-ALERTS](https://www.markertherapeutics.com/email-alerts)

## **Forward-Looking Statements**

This release contains forward-looking statements for purposes of the safe harbor provisions of the Private Securities Litigation Reform Act of 1995. Statements in this news release concerning the Company's expectations, plans, business outlook or future performance, and any other statements concerning assumptions made or expectations as to any future events, conditions, performance or other matters, are "forward-looking statements." Forward-looking statements include statements regarding our intentions, beliefs, projections, outlook, analyses or current expectations concerning, among other things: our research, development and regulatory activities and expectations relating to our non-engineered multi-tumor antigen specific T cell therapies; the effectiveness of these programs or the possible range of application and potential curative effects and safety in the treatment of diseases; the success of the services agreement with Wilson Wolf, including Marker's ability to achieve the milestones required to receive an additional \$1.0 million in funding; our ability to use our manufacturing facilities to support clinical and commercial demand; the success of our new manufacturing process; and our future operating expenses and capital expenditure requirements. Forward-looking statements are by their nature subject to risks, uncertainties and other factors which could cause actual results to differ materially from those stated in such statements. Such risks, uncertainties and factors include, but are not limited to the risks set forth in the Company's most recent Form 10-K, 10-Q and other SEC filings which are available through EDGAR at WWW.SEC.GOV. Such risks and uncertainties may be amplified by the COVID-19 pandemic and its impact on our business and the global economy. The Company assumes no obligation to update our forward-looking statements whether as a result of new information, future events or otherwise, after the date of this press release.

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## **Contacts**

### **Wilson Wolf Manufacturing Corporation:**

John Wilson  
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### **Investors and Media Contacts:**

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