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

October 19, 2018
Date of Report

MARKER THERAPEUTICS, INC.
(Exact name of registrant as specified in its charter)

Delaware	**001-37939**	**45-4497941**
(State or other jurisdiction of incorporation)	(Commission File Number)	(IRS Employer Identification No.)

5 West Forsyth Street **Suite 200** **Jacksonville, FL**	**32202**
(Address of principal executive offices)	(Zip Code)

(904) 516-5436
Registrant's telephone number, including area code

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

Check the appropriate box below if the Form 8-K is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

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

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

As previously disclosed, Dr. Juan Vera was appointed to the Board of Directors of Marker Therapeutics, Inc. ("Marker" or the "Company") on October 17, 2018. On October 19, 2018, the Company entered into a consulting agreement (the "Consulting Agreement") with Dr. Vera pursuant to which Dr. Vera will be providing consulting services as a Chief Development Officer. Dr. Vera will be paid an annual base consulting fee (the "Annual Base Consulting Fee") of $350,000 and shall also be eligible to receive a discretionary cash payment of up to 35% of the Annual Base Consulting Fee. The term of the Consulting Agreement is twelve (12) months and may be renewed by written agreement of the parties. The Consulting Agreement also contains non-competition and non-solicitation covenants by Dr. Vera. The foregoing description of the Consulting Agreement does not purport to be complete and is qualified in its entirety by reference to the Consulting Agreement filed as Exhibit 10.1 to this Current Report on Form 8-K and incorporated herein by reference.

In connection with the Consulting Agreement, Dr. Vera also entered into a Stock Option Award Agreement in which he was granted options to purchase 500,000 shares of Company common stock under the Company's 2014 Omnibus Stock Ownership Plan, as amended (the "Plan") at an exercise price of $9.18 per share, the closing price on October 19, 2018, the date of grant. One quarter of the shares vest on the first anniversary of the grant date and the remainder of the shares subsequently vest in equal monthly installments over a three year period upon the continued performance of consulting services by Dr. Vera for the Company through the vesting dates. A copy of the Form of Stock Option Award Agreement for Consultants is attached hereto as Exhibit 10.2 and is incorporated herein by reference.

Item 5.02 Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers.

(e) Compensatory Arrangements of Certain Officers.

Executive Officer Equity Awards. On October 19, 2018, the Board of Directors of Marker approved discretionary stock option awards, as recommended and approved by the Compensation Committee, for the Company's executive officers and certain employees. Mr. Peter Hoang, the Company's Chief Executive Officer and Mr. Michael Loiacono, the Company's Chief Financial Officer, were granted options to purchase, 1,359,855 and 300,000 shares of Company common stock, respectively, under the Company's Plan, at an exercise price of $9.18 per share, the closing price on October 19, 2018, the date of grant. Mr. Hoang's options vest immediately. Mr. Loiacono's options vest in equal monthly installments over four years. The stock option awards are subject to the terms and conditions of the Plan (other than those terms of the Plan applicable only to performance-based awards intended to qualify for the Section 162(m) exemption repealed by the Tax Cuts and Jobs Act). A copy of the Form of Stock Option Award Agreement for Employees is attached hereto as Exhibit 10.3 and is incorporated herein by reference.

Item 8.01. Other Events.

Consulting Agreement with Dr. Ann Leen. The Company also entered into a Consulting Agreement and Stock Option Award Agreement with Dr. Ann Leen, under terms similar to Dr. Vera's Consulting Agreement and Stock Option Award Agreement, to provide consulting services as a Chief Scientific Officer.

Equity Awards. The Company also granted an aggregate of 380,000 stock options under the Plan to other employees, one of which is Ms. Tsvetelina Hoang, Mr. Hoang's wife who is employed with the Company as Vice President, Research & Development. The employee options also had an exercise price of $9.18 per share, the closing price on October 19, 2018, the date of grant and were subject to vesting over four years.

Press Release. On October 23, 2018, the Company issued a press release announcing executive appointments. A copy of the press release announcing these events is attached as Exhibit 99.1 to this Current Report on Form 8-K and is incorporated by reference herein.

Item 9.01 Financial information and exhibits

(d) Exhibits.

Number	Description
10.1	Consulting Agreement between Dr. Juan Vera and Marker Therapeutics, Inc. dated October 19, 2018.
10.2*	Form of Stock Option Award Agreement-Consultant
10.3*	Form of Stock Option Award Agreement-Employee
99.1	Press Release dated October 23, 2018.

* Indicates management contract or compensatory plan or arrangement.

SIGNATURES

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

MARKER THERAPEUTICS, INC.

Date: October 23, 2018

By: /s/ Michael Loiacono
Name: Michael Loiacono
Title: Chief Financial Officer

MARKER THERAPEUTICS, INC.

CONSULTING SERVICES AGREEMENT

This Consulting Services Agreement ("Agreement") is hereby made and entered into this 19th day of October, 2018 ("Effective Date") by and between Marker Therapeutics, Inc., a Delaware corporation, having an address at 3200 Southwest Freeway, Suite 2240, Houston, Texas 77027 and its subsidiaries ("Marker" or the "Company"), and Juan F. Vera, having an address at 2727 Drexel Drive, Houston, Texas 77027 ("Consultant"). Marker and Consultant are referred to herein collectively as the "Parties" and individually as a "Party."

WITNESSETH:

WHEREAS, Marker is in need of consulting assistance in the area of a Chief Development Officer;

WHEREAS, Consultant has represented that Consultant is qualified to perform and possesses the knowledge to perform those certain services set forth in this Agreement; and

WHEREAS, Marker desires to engage Consultant as an independent contractor to perform those services set forth herein, and Consultant desires to accept such engagement.

NOW, THEREFORE, in consideration of the above recitals, which are incorporated herein as covenants, the mutual promises herein made and exchanged and for other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Engagement. Marker hereby engages Consultant as an independent contractor to perform consulting services set forth in this Agreement and in **Schedule 1, Consulting Services**, which is attached hereto and incorporated herein by reference (collectively, the "Services" or "Consulting Services"). Consultant hereby accepts such engagement under the terms set forth herein.

2. Compensation. Marker shall pay Consultant pursuant to the terms of **Schedule 2, Compensation**, attached hereto. Consultant shall be entitled to reimbursement for reasonable expenses, including travel provided that Consultant submits itemized statements of such expenses in a form acceptable to the Company. All travel within the continental U.S. will be coach class unless otherwise authorized by an executive officer of the Company. Invoices are subject to review and approval by Marker and if approved, will be paid no later than 30 days after receipt.

3. Stock Option Award. Upon execution of the Agreement, Marker will grant Consultant pursuant to the Company's 2014 Omnibus Stock Ownership Plan, as amended options to acquire up to 500,000 shares of Marker's common stock (the "Options"), in accordance with the terms provided the Stock Option Award Agreement attached as Exhibit A. The Options shall become vested upon the Consultant's continued performance of Services under this Agreement for four years from the date of the grant of the Options with 125,000 shares of the Options vesting on the first anniversary of the date of grant and the remaining options vesting evenly over the following thirty six (36) months. The Options shall be exercisable at the closing price of Marker's common stock as of the date of the grant of such Options.

4. Term and Termination without Cause. The term of this Agreement shall be for twelve (12) months from the Effective Date and may be renewed by written agreement of the Parties (collectively the "Term"). Either Party may terminate this Agreement without cause by giving thirty (30) days notice providing written notice to the other Party, provided that this Agreement shall terminate automatically in the event of the death or disability of Consultant.

5. Breach, Right to Cure, and Termination for Cause. In the event either Party breaches any provision of this Agreement, the non-breaching Party may provide written notice of such breach to the breaching Party and the breaching Party shall have seven (7) days from the date of notice to cure such breach. If such breach is not cured within seven (7) days from the date of notice, the non-breaching Party may, in addition to any other remedies it may have, immediately terminate this Agreement by providing written notice to the breaching Party.

6. Consultant Status.

6.1 Independent Contractor. Consultant's relationship with Marker shall be that of an independent contractor, and Consultant acknowledges and agrees that in performing all Services, Consultant is acting solely as an independent contractor and not as an employee or agent of Marker and will not by reason of this Agreement or by reason of his Consulting Services to the Company be entitled to participate in or to receive any benefit or right under any of the Company's employee benefit or welfare plans. Consultant shall not hold himself out to be an employee or agent of Marker and may use Marker's name in his business only with prior written permission by Marker. Except as specifically authorized by the Company, Consultant shall not enter into any agreements or incur any obligations on behalf of the Company.

6.2 Taxes. Marker shall not be responsible to Consultant or to any governmental agency for the withholding of federal or state income, social security or other taxes which are customarily imposed upon the salaries of employees. Consultant acknowledges and agrees that as an independent contractor, Consultant is self-employed and that Consultant alone will be responsible for federal, state and local taxes, social security withholding, fees, assessments, self-employment taxes, and any other taxes on any compensation payable to Consultant by Marker under this Agreement (collectively the "Taxes").

6.3 Best Efforts. It is recognized that Consultant is not obligated to devote all of his time, energy and skill to the business interests of Marker but, at the same time, Consultant: (i) shall refrain from any other activity (for himself or any other company) that would compete with or conflict with the activities of Marker related to the generation and/or commercialization of T cells targeting non-viral tumor-associated antigens and/or cancer testis antigens; (ii) shall not engage in any other endeavor which would unreasonably interfere with Consultant's obligations under this Agreement; and (iii) shall devote such time as may be necessary for the performance of the Services. The Parties acknowledge that Consultant is employed by Baylor College of Medicine, a Texas non-profit corporation ("Baylor") and Marker has an exclusive license agreement with Baylor (the "License Agreement").

6.4 Non-Solicitation. During the Term of this Agreement and for a period of one (1) year subsequent to the termination or expiration of this Agreement, Consultant shall not, without the prior written consent of Marker, directly, indirectly, or through any other party solicit employees of Marker for employment by Consultant.

6.5 Non-Competition. During the Term of this Agreement and for a period of one (1) year subsequent to the termination or expiration of this Agreement, Consultant shall not, within the United States of America: (i) engage in any employment, business, or activity or provide services to any third party that is in any way competitive with the business or activities of Marker related to the generation and/or commercialization of T cells targeting non-viral tumor-associated antigens and/or cancer testis antigens, or (ii) assist any other person or organization in competing with Marker or engaging in competition with the business or activities of Marker related to the generation and/or commercialization of T cells targeting non-viral tumor-associated antigens and/or cancer testis antigens. For the avoidance of doubt business or activities related to the generation and/or commercialization of T cells targeting neo-epitopes are excluded from this agreement.

7. Release and Indemnification. Consultant shall be solely liable for any loss or damage to any person or property caused by the actions or omissions of Consultant. Consultant hereby waives, releases, discharges and indemnifies Marker and its employees, directors, officers and agents and holds the same harmless from and against, and Consultant assumes full responsibility for: (i) any and all liabilities, costs, actions, demands or damages whatsoever, including attorneys' costs and fees, with respect to or relating to any injury, sickness, harm or damage incurred by the Consultant that is related to this Agreement or the performance of the Services; (ii) injuries to persons, or damages to property, including theft, related to or resulting from Consultant's acts or omissions; (iii) the payment of any Taxes, including any fines, interest or penalties associated, imposed or required with respect to this Agreement; and (iv) any liabilities, claims, and liens of Consultant.

8. Confidential Information and Rights to Materials.

8.1 Definitions.

8.1.1 The term “Company Documentation” shall mean notes, memoranda, reports, lists, records, drawings, sketches, designs, specifications, software programs, books, files, forms, papers, accounts, data, documentation and other materials of any nature and in any form, whether written, printed or in digital format or otherwise, whether prepared or paid for by Consultant or anyone else relating to any matter related to the performance of the Services, the scope of the business of Marker, or Marker’s dealings or affairs.

8.1.2 The term “Confidential Information” shall mean any information concerning the organization, business or finances of Marker or of any third party which Marker is under an obligation to keep confidential that is maintained by Marker as confidential. Such Confidential Information shall include, but is not limited to, trade secrets or confidential information respecting patient or research participant lists, patient records, procedures, business plans and strategies, projects, plans, proposals, research and development, inventions, products, designs, market research data or analyses, technical information, marketing activities and procedures, methods, know-how, techniques, systems, processes, credit, financial and other data concerning Marker. For purposes of this Agreement, Confidential Information shall not include any information: (i) that is publicly available at the time of disclosure; (ii) that is or becomes generally known to the public through no fault of the Consultant; (iii) that is obtained without restriction from an independent source having a bona fide right to use and disclose such information, without restriction as to further use or disclosure; (iv) that Marker approves in advance in writing for unrestricted release; or (v) that is required to be disclosed by law, provided that written notice of the intent to disclose based on such reason is provided to Marker by Consultant seven (7) days prior to the scheduled date of disclosure.

8.1.3 The term “Proprietary Rights and Inventions” shall mean any and all rights and materials, including, but not limited to, patentable or non-patentable inventions, discoveries, concepts, ideas, techniques, methods (excluding published or standard methods dedicated to the public), apparatus, formulas, trademark and service mark rights, patent rights, trade secret rights and all other proprietary rights, as well as improvements thereof, generated by, made or conceived by, or arising out of the efforts of Consultant, either solely or jointly with others, whether patentable or not and whether or not reduced to practice, while: (i) acting in furtherance of this Agreement, which includes performing the Services; or (ii) utilizing Marker’s facilities, personnel or materials. Proprietary Rights and Inventions shall be deemed Confidential Information. The Consultant has informed Marker, in writing, of any and all inventions which he claims as his own or otherwise intends to exclude from this Agreement because it was developed by him prior to the Effective Date. The Consultant acknowledges that after execution of this Agreement he shall have no right to exclude any Proprietary Rights and Inventions from this Agreement. Consultant shall make and maintain adequate and current written records of all Proprietary Rights and Inventions, and shall disclose all Proprietary Rights and Inventions promptly, fully and in writing to the Company immediately upon development of the same and at any time upon request.

8.2 Nondisclosure. Consultant acknowledges that Marker's Confidential Information is valuable, special and a unique asset of Marker, and that Consultant may, whether or not intentionally, gain access to and knowledge of the Confidential Information during Consultant's performance under this Agreement. In light of the highly competitive nature of the industry in which Marker's business is conducted, Consultant shall not reveal to any person or entity any Confidential Information, except as authorized by Marker in writing, and shall keep secret all matters entrusted to Consultant and shall not use or attempt to use any Confidential Information, except as may be required in the course of performing the Services under this Agreement, nor shall Consultant directly or indirectly use any Confidential Information in any manner that may injure or cause loss or may be calculated to injure or cause loss to Marker. The obligations of confidentiality and nonuse shall survive for ten (10) years from the expiration or termination of this Agreement, whichever occurs first. Furthermore, Consultant shall not make, use or permit to be used any Company Documentation otherwise than for the benefit of Marker, whether during the Term or after the termination or conclusion of this Agreement. All Company Documentation shall be and remain the sole and exclusive property of Marker. Immediately upon the termination or conclusion of this Agreement, Consultant shall immediately deliver all Company Documentation in his possession, and all copies thereof, to Marker.

8.3 Conveyance. Consultant hereby conveys, assigns, transfers and delivers to Marker, and agrees to convey, assign, transfer and deliver to Marker, all Proprietary Rights and Inventions, as well as Consultant's right, title and interest in and to any Proprietary Rights and Inventions, if any. Consultant shall not, at any time or in any manner, challenge Marker's ownership of such Proprietary Rights and Inventions. Consultant shall assist Marker or its representatives, at the expense of Marker, to obtain, maintain and enforce any United States and foreign letters patent for any Proprietary Rights and Inventions, that Marker may elect and shall execute, acknowledge and confirm in writing the complete ownership by Marker of the Proprietary Rights and Inventions, as requested by Marker from time to time. Consultant also agrees to execute an unconditional assignment to Marker of Consultant's right, title and interest in the Proprietary Rights and Inventions. In the event that the above provisions requiring Consultant's execution of an assignment to Marker is found invalid or void, Consultant agrees that Marker shall have a non-exclusive, royalty-free, perpetual license to make, use, sell or exploit such Proprietary Rights and Inventions. The Parties acknowledge the work Consultant performs for Baylor is subject to obligations Consultant has to Baylor, including as to work done at Baylor that would be part of the License Agreement.

8.4 Remedies. Consultant acknowledges and agrees that Marker's remedy at law for a breach or threatened breach of any of the provisions of Section 7 would be inadequate and the breach shall be per se deemed as causing irreparable harm to Marker. Therefore, in the event of a breach by Consultant of any of the provisions of Section 7, Consultant agrees that, in addition to any remedy at law available to Marker, including, but not limited to, monetary damages, Marker, without posting any bond, shall be entitled to obtain, and Consultant agrees not to oppose Marker's request for equitable relief in the form of specific performance, temporary restraining order, temporary or permanent injunction, or any other equitable remedy which may then be available to Marker. Nothing in this Agreement shall be construed as prohibiting Marker from pursuing any other remedies available to it for such breach or threatened breach.

8.5 Consultants' Third-Party Confidential Information. During the Term of this Agreement, Consultant will not improperly disclose to Marker or use in the conduct of the Services any proprietary or confidential information or trade secrets of any former employer or other third party to which Consultant owes a duty of confidentiality with respect to same, and that Consultant will not bring onto the premises of Marker any proprietary information belonging to a third party unless consented to in writing by such third party.

8.6 Return of property. The Consultant agrees that all originals and all copies of materials containing, representing, evidencing, recording, or constituting any Confidential Information, however and whenever produced (whether by the Consultant or others), shall be the sole property of the Company.

At any time upon request of the Company, the Consultant shall return promptly any and all Confidential Information, including customer or prospective customer lists, other customer or prospective customer information or related materials, computer programs, software, electronic data, specifications, drawings, blueprints, medical devices, samples, reproductions, sketches, notes, notebooks, memoranda, reports, records, proposals, business plans, or copies of them, other documents or materials, tools, equipment, or other property belonging to the Company or its customers which the Consultant may then possess or have under his control.

The Consultant further agrees that upon termination of his engagement he shall not take with him any documents or data in any form or of any description containing or pertaining to Confidential Information or any Inventions.

9. Binding. This Agreement shall be binding upon the Parties and their respective successors and permitted assigns.

10. Modification and Severability. This Agreement may not be modified orally. Modification to this Agreement may be made from time to time, provided that such modification is in writing, attached as an addendum to this Agreement and signed by both Parties. In the event any provision of this Agreement or any part thereof is held invalid or unenforceable, the validity and enforceability of the remaining portions of the Agreement shall not be affected.

11. Notice. Any notice, demand, payment, or communication required, permitted, or desired to be given in relation to this Agreement shall be deemed effectively given when personally delivered; when received by overnight courier; or five (5) days after being deposited in the United States mail, and sent first class with postage prepaid thereon, certified and return receipt requested, addressed as follows:

Consultant:	Juan F. Vera 2727 Drexel Drive Houston, Texas 77027
Marker:	Marker Therapeutics, Inc. Attention: Chief Executive Officer 3200 Southwest Freeway, Suite 2240 Houston, Texas 77027
With a copy to:	Shumaker, Loop & Kendrick, LLP Attention: Mark A. Catchur 101 E. Kennedy Boulevard Suite 2800 Tampa, Florida 33602

12. Survival. The provisions of Sections 6, 7, 8, and 14 shall survive termination or expiration of this Agreement.

13. Force Majeure. In the event Consultant shall be delayed or hindered in or prevented from the performance of any act required hereunder by reasons of strike, lockouts, labor troubles, inability to procure materials, failure of power or restrictive government or judicial orders or decrees, riots, insurrection, war, Acts of God, or any other reason or cause beyond Consultant's reasonable control, then performance of such act shall be excused for the reasonable period of such delay.

14. Governing Law. This Agreement has been entered into in the State of Texas and shall be governed by, construed and interpreted in accordance with the laws of the State of Texas without reference to conflict of laws principles or statutory rules of arbitration included therein. Any dispute and proceeding under this Agreement shall be subject to the exclusive jurisdiction and venue of the state and federal courts located in Harris County, Texas, and the Parties hereby consent to the exclusive personal jurisdiction and venue of these courts.

15. Non-Waiver. The failure of either Party to insist upon the strict performance of any term of this Agreement shall not constitute a waiver of such term or a waiver of the right to assert a breach thereof. No waiver of any breach shall alter or affect this Agreement, which shall continue in full force and effect until its expiration or termination.

16. Enforcement. The prevailing Party shall be entitled to collect from the other Party all reasonable fees, costs and expenses including attorneys' fees and costs incurred by the prevailing Party in connection with: (i) the enforcement of any available remedy for breach of this Agreement; or (ii) any dispute arising from or related to this Agreement or the relationship between the Parties.

17. Entire Agreement. This Agreement constitutes the entire understanding between the Parties and contains all the understandings between the Parties with respect to the subject matter hereof; this Agreement supersedes any and all other understandings, either oral or written, between the Parties with respect to the subject matter hereto.

18. Assignment. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns. This Agreement is not intended to confer upon any person other than the parties hereto any rights or remedies hereunder, except as otherwise expressly herein and shall not be assignable by operation of law or otherwise.

19. Protected Health Information. In the event that the Consultant requests or needs protected health information as defined under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") in order to perform the Services, then if permitted by law, Marker shall transfer the protected health information under a separate agreement (e.g. Business Associate Agreement).

20. Marker Premises. Consultant will abide by all laws, rules and regulations that apply to the performance of the Services and, when on Marker's premises, will comply with Marker's policies, procedures and standards with respect to conduct of visitors as made known to Consultant.

[Signature page to follow]

IN WITNESS WHEREOF, the Parties have executed this Agreement on the Effective Date.

Marker Therapeutics, Inc.

By: /s/Peter Hoang
Peter Hoang
Chief Executive Officer

/s/Juan F. Vera
Juan F. Vera

SCHEDULE 1

CONSULTING SERVICES

(a) Scope. Company hereby retains Consultant, and Consultant hereby agrees to be retained by Company as its **Chief Development Officer**.

(b) Duties. During the term of this Agreement, Consultant shall be reasonably available to Marker via e-mail, telephone or in person to Marker for consulting services as its Chief Development Officer and perform the duties typically assigned to the chief development officer of a similarly situated company in the Company's industry. The Consultant shall also perform such other reasonable duties as may hereafter be requested of him by the Chief Executive Officer, consistent with the services and providing such further services to the Company as may reasonably be requested of him. Such consulting services as requested from time to time by Marker may include, but not be limited to, subject matter related to Marker's technologies under development, ongoing clinical studies, scientific research and other activities that are within the scope of duties of a Chief Development Officer. The Consultant will report to the Chief Executive Officer of the Company, and carry out the decisions and otherwise abide by and enforce the rules and policies of the Company.

(c) Performance and Time Commitment. The Consultant agrees to be available to render the Consulting Services as requested.

(d) Professional Standards. The Consultant agrees to devote his best efforts to performing the Consulting Services. The Consultant shall comply with all rules, procedures and standards promulgated from time to time by the Company with regard to the Consultant's access to and use of the Company's property, information, equipment and facilities.

SCHEDULE 2

COMPENSATION

The Compensation payable to Consultant shall consist of the following:

1. Annual Cash Consulting Fee. Marker will pay Consultant a base consulting fee of $350,000.00 in cash per year ("Base Consulting Fee"). The Consultant's base consulting fee shall be paid in approximately equal bi-weekly installments in accordance with the Company's customary payroll practices.

2. Discretionary Cash Payment. For each calendar year during the term of this Agreement, Consultant shall be eligible to receive a discretionary cash payment of a maximum of 35% of Consultant's Base Consulting Fee based on Consultant's services and commitment to Marker, prorated for partial years, to be paid within a reasonable time after the end of the applicable fiscal year of the Company, but in no event later than five days after the completion of the audit for the prior year it being understood that the Board of Directors of Marker may in its discretion pay such bonus earlier.

Exhibit 10.2

Participant: _____ Consultant

Marker Therapeutics, Inc.
2014 Omnibus Stock Ownership Plan

Stock Option Award Agreement

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 _____, 2018.

Vesting Schedule: You may exercise your Stock Options after they become "vested." Vesting is subject to your continued performance of services for Marker Therapeutics 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).

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 consulting relationship with the Company 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 _____, 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

Consultant

_____

_____
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 consultant of the Company named in the first page of this Award Agreement (the "Consultant") stock options under the Company's 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. 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 stock issued to the Consultant (or issuable to the Consultant 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 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 Marker Therapeutics, Inc. that such registration is not required."

8. Withholding Taxes. If the Consultant 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 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 had already become vested and purchasable shares under the vesting schedule described 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 which had already become vested under the vesting schedule described 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).

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 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 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 (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 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 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 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 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 Consultant hereby explicitly and unambiguously consents to the collection, use and transfer, in electronic or other form, of the Consultant'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 Consultant's participation in the Plan. The Consultant understands that the Company **may** hold certain personal information about the Consultant, including, but not limited to, the Consultant'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 Consultant's favor ("Data"), for the exclusive purpose of implementing, administering and managing the Plan. The Consultant 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 Consultant any right with respect to continuance of consulting services for the Company.

Exhibit 10.3

Marker Therapeutics, Inc.
2014 Omnibus Stock Ownership Plan

Stock Option Award Agreement

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 continued employment with Marker Therapeutics, Inc. after the Date of Grant. [Vesting Schedule to be attached] 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 employment 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

Key Employee:

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 key employee of the Company named in the first page of this Award Agreement (the "Participant") stock options under the Company's 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. 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 for the minimum periods 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 stock issued to the Participant (or issuable to the Participant 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 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 Marker Therapeutics, 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 have already become vested under the vesting schedule described 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 which have already become vested under the vesting schedule described 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).

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 (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 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 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 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 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 Participant hereby explicitly and unambiguously consents to the collection, use and transfer, in electronic or other form, of the Participant'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 Participant's participation in the Plan. The Participant understands that the Company **may** hold certain personal information about the Participant, including, but not limited to, the Participant'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 Participant's favor ("Data"), for the exclusive purpose of implementing, administering and managing the Plan. The Participant 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 Participant any right to continue his employment with the Company or otherwise continue to provide his services to the Company.

Exhibit 99.1

Marker Therapeutics, Inc. Announces New Executive Appointments

- Juan Vera, M.D., appointed Chief Development Officer and Board Director
- Ann Leen, Ph.D., appointed Chief Scientific Officer
- Ken Moseley, J.D. appointed General Counsel
- Tsvetelina Pencheva Hoang, Ph.D., appointed Vice President, Research & Development

Houston, TX – October 23, 2018 – Marker Therapeutics, Inc. (NASDAQ: MRKR), a clinical-stage immuno-oncology company, today announced the addition of four senior executives to its executive management team.

Juan F. Vera, M.D., has been appointed Chief Development Officer. Dr. Vera is currently an Associate Professor at the Center for Cell and Gene Therapy at Baylor College of Medicine and a scientific co-founder of the company's multi-antigen T cell therapeutic platform. Dr. Vera also currently serves as a member of Marker Therapeutics' Board of Directors.

Ann M. Leen, Ph.D., has been appointed Chief Scientific Officer. Dr. Leen is an Associate Professor at the Center for Cell and Gene Therapy Baylor College of Medicine and a scientific co-founder of Marker's MultiTAA T cell therapy platform.

Ken Moseley, J.D., has been appointed General Counsel. Mr. Moseley has over 25 years of experience as corporate counsel for companies in the cell and gene therapy field.

Tsvetelina Pencheva Hoang, Ph.D., has been appointed Vice President, Research & Development. Dr. Hoang brings to Marker Therapeutics over 15 years of experience in cancer immunotherapy from discovery to clinical translation.

"Together, our new executives add over 75 years of cumulative experience in advancing cell therapies and immunotherapies that can change patients' lives. We are excited and fortunate to have these four highly accomplished professionals join our team," commented Marker Therapeutics' President & CEO Peter L. Hoang. "We believe their extensive experience and contribution will be critical in advancing our pipeline of next-generation, non gene-modified multi-antigen specific T cell therapies for the treatment of blood cancers and solid tumors."

Juan Vera, M.D.

For the past 12 years, Juan F. Vera has worked extensively on developing novel T cell therapies and optimizing manufacturing processes for clinical applications at the Center for Cell and Gene Therapy (CAGT) at Baylor College of Medicine. In collaboration with Wilson Wolf Manufacturing, he has been instrumental in the design and testing of the G-Rex® cell culture platform and pioneered its use for the large-scale production of T cells. Dr. Vera has extensive expertise in developing and streamlining therapeutic candidates from the research bench to the cGMP facility while ensuring robust production and scalability. Dr. Vera has previously collaborated with Celgene and Bluebird Bio in developing novel CAR T cell therapies. He has also been the recipient of different prestigious awards including the Idea Development Award from the Department of Defense and Mentored Research Scholar Award from the American Cancer Society. Dr. Vera attained his M.D. from the University El Bosque in Bogota, Colombia.

Ann Leen, Ph.D.

Ann M. Leen is a distinguished immunologist who has dedicated over 15 years to the characterization of immunogenic viral antigens and identification of novel T cell epitopes, ultimately translating these findings into innovative T cell-based therapies. She has established herself as a leader in the field of virus-specific T cell therapy by extending the pioneering efforts of Drs. Helen E. Heslop, Malcolm K. Brenner and Cliona M. Rooney towards utilizing the natural capacity of T cells to target a range of clinically problematic viruses. Her research efforts, in collaboration with Drs. Heslop and Rooney, were also the first to demonstrate the feasibility of using virus-specific T cells as a third party, off-the-shelf product to treat drug refractory cytomegalovirus and adenovirus infections. Dr. Leen was awarded the Outstanding New Investigator Award from the American Society of Gene and Cell Therapy in 2013 and Best Abstract for Outstanding Clinical Research at the 2011 American Society of Bone Marrow Transplantation Annual Meeting. Dr. Leen holds a Ph.D. in Immunology from the CRC Institute for Cancer Studies in Birmingham, UK, and a BSc in biochemistry from the University of College Cork in Ireland.

Ken Moseley, J.D.

Ken Moseley, J.D., has more than 25 years of experience as Corporate Counsel for companies in the cell and gene therapy space, including Bellicum Pharmaceuticals, Osiris Therapeutics, SyStemix and Applied Immune Sciences. Most recently he was Senior Vice President and General Counsel at Bellicum, where he served from 2011-2018. From 2009-2011, he was General Counsel at REPAIR Technologies, Inc., a private biotechnology company. Previously, he served as General Counsel at Cognate BioServices from 2002-2009. Prior to Cognate, he was Vice President of Business Development & Patents at Osiris Therapeutics and he served as the Director of Intellectual Property at SyStemix, a Novartis company. He also served as Director of Intellectual Property for Applied Immune Sciences, a Rhone-Poulenc Rorer company. Mr. Moseley is a registered patent attorney and a member of the California and Texas Bars. Mr. Moseley received a JD and a BS in Biophysical Chemistry from the University of Houston and a BA from Rice University.

Tsvetelina Pencheva Hoang, Ph.D.

Tsvetelina P. Hoang brings over 15 years of experience in cancer immunotherapy, including antibody-based and adoptive cell therapies. Most recently, she was the Director of Translational Research at Bellicum Pharmaceuticals where she oversaw the pre-clinical development of the company's T cell receptor (TCR) and chimeric antigen receptor (CAR)-engineered T cell therapy programs and the translation of those programs into the clinic. Previously, she was a member of the faculty at The University of Texas MD Anderson Cancer Center, investigating the molecular mechanisms of immune checkpoint inhibitors' function. Dr. Hoang worked closely with Dr. James Allison, the 2018 Nobel Laureate in medicine and a renowned pioneer in the field of tumor immunotherapy, as a member of his team at University of California-Berkeley, Memorial Sloan-Kettering Cancer Center and MD Anderson Cancer Center. She earned her Ph.D. from Johns Hopkins University and holds a combined B.S./M.S. degree with distinction, *magna cum laude*, from Yale University. She was a recipient of a Cancer Research Institute fellowship and is a member of the Phi Beta Kappa honor society.

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. Once infused into patients, this population of T cells attacks multiple tumor targets and acts to activate the patient's immune system to produce broad spectrum anti-tumor activity. Because Marker does not genetically engineer its T cells, when compared to current engineered CAR-T and TCR-based approaches, its products (i) are significantly less expensive and easier to manufacture, (ii) appear to be markedly less toxic, and (iii) are associated with meaningful clinical benefit. As a result, Marker believes its portfolio of T cell therapies has a compelling therapeutic product profile, as compared to current gene-modified CAR-T and TCR-based therapies.

Marker is also advancing several innovative peptides- and gene-based immuno-therapeutics for the treatment of cancer and metastatic disease, including our Folate Receptor Alpha program (TPIV200) for breast and ovarian cancers and our HER2/neu+ peptide antigen program (TPIV100/110) in Phase II clinical trials. In parallel, we are developing a proprietary DNA expression technology named PolyStart™ to improve the ability of the cellular immune system to recognize and destroy diseased cells.

For additional information, please call toll free at (904) 862-6490 or visit: markertherapeutics.com

To receive future press releases via email, please visit: https://markertherapeutics.com/email-alerts/

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Contacts
Marker Therapeutics, Inc.
Aaron Santos
(904) 862-6490 EXT. 102
investor.relations@markertherapeutics.com

Tiberend Strategic Advisors, Inc.
Joshua Drumm, Ph.D. (Investors)
(212) 375-2664

jdrumm@tiberend.com
David Schemelia (Media)
(212) 375-2686