
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 10, 2017
Date of Report (Date of earliest event reported)

PHARMACYTE BIOTECH, INC.
(Exact Name of Registrant as Specified in its Charter)

Nevada
(State or other jurisdiction of incorporation)

333-68008
(Commission File Number)

62-1772151
(I.R.S. Employer Identification No.)

23046 Avenida de la Carlota, Suite 600
Laguna Hills, CA
(Address of Principal Executive Offices)

92653
(Zip Code)

Registrant's telephone number, including area code: **(917) 595-2850**

N/A
(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:

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

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (17 CFR §230.405) or Rule 12b-2 of the Securities Exchange Act of 1934 (17 CFR §240.12b-2).

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

(d)

On October 9, 2017, the Board of Directors (“Board”) of PharmaCyte Biotech, Inc., a Nevada corporation (“Company”), appointed Raymond C.F. Tong, M.D. (“Dr. Tong”) to the Board to fill a vacancy created by the departure of certain members of the Board. Dr. Tong will be a member of the Audit Committee of the Board. The Company is not aware of any transaction in which Dr. Tong has an interest requiring disclosure under Item 404(a) of Regulation S-K.

In connection with Dr. Tong’s appointment to the Board, the Company entered into a letter agreement (“Letter Agreement”) with Dr. Tong pursuant to which the Company agreed to pay Dr. Tong \$12,500 in cash for each calendar quarter of service on the Board and agreed to issue annually: (i) 500,000 fully-paid, non-assessable shares of the Company’s restricted common stock (“Shares”); and (ii) a five-year option to purchase 500,000 Shares (“Option”) to Dr. Tong at an exercise price equal to the fair market value of the Company’s common stock on the date of grant. The Shares and the Option were fully vested on the date of the grants. The Board approved the initial issuances of the Shares and the Option on October 9, 2017, and the Option has an exercise price of \$0.055 per share.

The foregoing description of the Letter Agreement does not purport to be complete and is qualified in its entirety by reference to the complete text of the Letter Agreement, a copy of which is filed as Exhibit 10.1 to this Form 8-K and is incorporated by reference herein.

Item 7.01 Regulation FD Disclosure.

Attached hereto as Exhibit 99.1 is a copy of the Company’s press release dated October 10, 2017, regarding the appointment of Dr. Tong to the Company’s Board. The information furnished in this Item 7.01, including Exhibit 99.1, shall not be deemed to be “filed” for purposes of Section 18 of the Securities Exchange Act of 1934, as amended, or otherwise subject to the liabilities of that section.

Item 9.01. Financial Statements and Exhibits.

(d) Exhibits

10.1 [Letter Agreement between the Company and Dr. Tong dated October 9, 2017.](#)

99.1 [PharmaCyte Biotech, Inc. press release dated October 10, 2017 \(furnished pursuant to Item 7.01\).](#)

SIGNATURES

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

Dated: October 10, 2017

PHARMACYTE BIOTECH, INC.

By: /s/ Kenneth L. Waggoner
Kenneth L. Waggoner
Chief Executive Officer
President and General Counsel

EXHIBIT INDEX

Exhibit No.	Description
10.1	<u>Letter Agreement between the Company and Dr. Tong dated October 9, 2017.</u>
99.1	<u>PharmaCyte Biotech, Inc. press release dated October 10, 2017 (furnished pursuant to Item 7.01).</u>



VIA EMAIL ONLY

October 9, 2017

Dr. Raymond C.F. Tong
12 Harcourt Road
Bank of America Tower
Floor 3404, Suite 43F
Hong Kong

Re: Director Letter Agreement

Dear Raymond,

This letter constitutes an agreement ("Agreement") between you and PharmaCyte Biotech, Inc. ("Company") and contains all the terms and conditions relating to your service to the Company as a member of our Board of Directors ("Board").

1. Term. This Agreement will become effective October 9, 2017 ("Effective Date") and continue until your resignation or removal from the Board, or until your successor is duly elected and qualified. Your position will be subject to re-election each year at the annual shareholders' meeting and, upon re-election, the terms and provisions of this Agreement will remain in full force and effect.

2. Services.

2.1. Duties. You will render services as a member of the Board in accordance with high professional and ethical standards and in accordance with applicable laws, rules and regulations pertaining to your performance under this Agreement. You will use your best efforts to attend all meetings of the Board called from time to time, either in-person or by telephone. You will serve as member of the Audit Committee of the Board and will use your best efforts to attend meetings of the Audit Committee as required by its members pursuant to its Charter as may be called from time to time. As an independent director, you may also be required to attend meetings with the other independent directors without the presence of the Company's officers and non-independent directors. The services described in this Section 2.1 are hereinafter referred to as your "Duties."

2.2. Reporting. While this Agreement is in effect, you will immediately advise the Company if: (i) you know, have reason to know or believe that you are no longer independent; and (ii) you serve on an audit committee of any other public company.

3. Services for Others. You are free to represent or perform services for other persons during the term of this Agreement. You represent, however, that you do not presently perform and do not intend to perform, during the term of this Agreement, similar duties or other services for companies whose businesses are or would be in any way competitive with the Company (except for companies previously disclosed by you to the Company in writing). Should you propose to perform similar duties or other services for any such company, you agree to notify the Company in writing in advance (specifying the name of the organization for whom you propose to perform such services) and to provide information to the Company sufficient to allow it to determine if performing such similar duties or other services would conflict with your Duties.

23046 Avenida de la Carlota | Suite 600 | Laguna Hills | California 92653
Office: 917.595.2850 | Fax: 917.595.2851 | Mobile: 917.595.2852 | kwaggoner@PharmaCyte.com

4. Compensation.

4.1. Cash. The Company will pay you cash compensation of \$12,500 per quarter, payable in advance and pro-rated for periods of less than a quarter. You will be reimbursed for reasonable expenses documented and incurred by you in performing your Duties, including travel expenses for meetings you attend in-person.

4.2. Equity Grants. Commencing on the Effective Date and on each anniversary date of the Effective Date, you will be issued annually: (i) 500,000 fully-paid, non-assessable shares of the Company's restricted common stock ("Shares"); and (ii) a five-year option to purchase 500,000 Shares at an exercise price equal to the fair market value of the Company's common stock on the date of the grant ("Option"). The Shares and the Option will be fully vested as of the date of the grant. The Company will issue you a Stock Option Agreement to evidence the Option in the form typically used by the Company.

4.3. Service on Additional Board Committee. Should you be named to any additional committee of the Board, the Compensation Committee of the Board will determine any additional compensation, if any, that you will receive for serving on such committee.

4.4. Taxes. You are solely responsible for taxes arising out of any compensation paid by the Company to you under this Agreement, and you understand that you will not be issued a U.S. Treasury Form 1099 if we receive a completed Form W-8BEN. The Company will comply with any tax or withholding obligations as required by applicable law related to this Agreement.

5. D&O Insurance Policy. During the term of this Agreement, the Company will include you as an insured under its existing director's and officer's insurance policy, with coverage determined annually by the Company and the Board.

6. No Assignment. Because of the personal nature of the services to be rendered by you, this Agreement may not be assigned by you.

7. Confidential Information; Non-Disclosure. In consideration of your access to the premises of the Company and/or you access to certain confidential information of the Company, you hereby represent and agree as follows:

7.1. Definition. For purposes of this Agreement, the term "Confidential Information" means:

a. Any information the Company possesses that has been created, discovered, or developed by or for the Company and that has or could have commercial value or utility in the business in which the Company is engaged;

b. Any information provided to the Board at or for meetings of the Board and any information relating to proceedings of the Board; or

c. Any information that is related to the business of the Company and is generally not known by non-Company personnel.

7.2. **Exclusions.** Notwithstanding the foregoing, the term Confidential Information does not include:

a. Any information that becomes generally available to the public other than because of a breach of this Agreement, or any other agreement requiring confidentiality between the Company and you;

b. Information received from a third party in rightful possession of such information who is not restricted from disclosing such information; and

c. Information known by you prior to receipt of such information from the Company, which prior knowledge can be documented.

7.3. **Documents.** You agree that, without the prior written consent of the Company, you will not remove from the Company's premises any notes, formulas, programs, data, records, machines, or any other documents or items that in any manner contain or constitute Confidential Information, nor will you make reproductions or copies of the same. If you receive any such documents or items by personal delivery from any authorized personnel of the Company, you will be deemed to have received the express written consent of the Company. If you receive any such documents or items, other than through personal delivery as described in the preceding sentence, you agree to inform the Company promptly of your possession of such documents or items. You will promptly return such documents or items, along with any reproductions or copies, to the Company upon the Company's demand, upon termination of this Agreement or upon your termination or Resignation (as defined in Section 8 below).

7.4. **No Disclosure.** You agree that you will hold in trust and confidence all Confidential Information and will not disclose to others, directly or indirectly, any Confidential Information or anything relating to such information without the prior written consent of the Company, except as maybe necessary in the course of your relationship with the Company. You further agree that you will not use any Confidential Information other than in connection with your service as a member of the Board without the prior written consent of the Company. The provisions of this Section 7.4 shall survive termination of this Agreement.

8. **Termination and Resignation.** Your membership on the Board may be terminated for any or no reason, except as provided in the Company's organizational documents or pursuant to applicable law. You may also terminate your membership on the Board for any or no reason by delivering written notice of your resignation to the Company ("**Resignation**"). Such Resignation shall be effective on the later of the date of its delivery or the date specified in the Resignation. Upon the effective date of the termination or Resignation, your right to compensation under this Agreement will terminate, subject to the Company's obligations to pay you any compensation that you have already earned and to reimburse you for approved expenses already incurred in connection with performing your Duties as of the effective date of such termination or Resignation.

9. **Not an Employee.** Nothing in this Agreement shall be construed as a contract of employment between you and the Company or as a commitment on the part of the Company to retain you in any capacity, for any period of time or under any specific terms or conditions, or to continue your service to the Company beyond any period.

10. **Governing Law; Consent to Jurisdiction.** All questions with respect to the construction and/or enforcement of this Agreement, and the rights and obligations of the parties hereunder, shall be determined in accordance with the laws of the State of California applicable to agreements made and to be performed entirely in the State of California. The parties to this Agreement hereby consent to the jurisdiction of the courts having jurisdiction over matters arising in California for any proceeding arising out of or relating to this Agreement.

11. **Entire Agreement; Amendment; Waiver; Counterparts.** This Agreement expresses the entire understanding with respect to the subject matter hereof and supersedes and terminates any prior oral or written agreements with respect to the subject matter hereof. Any term of this Agreement may be amended and observance of any term of this Agreement may be waived only with the written consent of the parties hereto. Waiver of any term or condition of this Agreement by any party shall not be construed as a waiver of any subsequent breach or failure of the same term or condition or waiver of any other term or condition of this Agreement. The failure of any party at any time to require performance by any other party of any provision of this Agreement shall not affect the right of any such party to require future performance of such provision or any other provision of this Agreement. This Agreement may be executed in separate counterparts each of which will be an original and all of which taken together will constitute one and the same agreement, and may be executed using facsimiles of signatures, and a facsimile of a signature shall be deemed to be the same, and equally enforceable, as an original of such signature.

This Agreement has been executed and delivered by the undersigned and is made effective as of the Effective Date.

Sincerely,

PharmaCyte Biotech, Inc.

By: /s/ Kenneth L. Waggoner
Name: Kenneth L. Waggoner
Title: Chief Executive Officer
President and General Counsel

Agreed and Accepted:

/s/ Raymond C. F. Tong
Name: Raymond C.F. Tong

23046 Avenida de la Carlota | Suite 600 | Laguna Hills | California 92653
Office: 917.595.2850 | Fax: 917.595.2851 | Mobile: 917.595.2852 | kwaggoner@PharmaCyte.com



PharmaCytE Biotech Appoints Dr. Raymond Tong to Board of Directors

LAGUNA HILLS, CA, October 10, 2017 (BUSINESS WIRE) -- PharmaCytE Biotech, Inc. (OTCQB: PMCB), a clinical stage biotechnology company focused on developing targeted therapies for cancer and diabetes using its signature live-cell encapsulation technology, Cell-in-a-Box[®], today announced the appointment of Dr. Raymond C.F. Tong to its Board of Directors.

Dr. Tong serves as Chief Executive Officer of Harmony Medical Inc., an Asian investment group active in the introduction and distribution of medical and healthcare products and services in China and throughout Asia. He is also Chairman of the Business Development Committee of Shanghai Kedu Healthcare Group, the largest medical equipment third-party service provider in China, representing products from GE, Philips, Siemens, Kodak and other multi-nationals as well as local companies.

PharmaCytE's Chief Executive Officer, Kenneth L. Waggoner, stated, "We are extremely pleased that Dr. Tong has agreed to join our Board. Dr. Tong's experience leading several healthcare initiatives in China and Asia, his significant connections to the investment community throughout Asia and his deep personal relationships he has cultivated over the years have led to the development of our Asia strategy. These are exciting and challenging times for PharmaCytE. We are confident Dr. Tong will play a significant role in helping us to achieve our business goals and to meet every challenge."

Commenting on his appointment, Dr. Tong stated, "I too am pleased to join PharmaCytE's Board. PharmaCytE's platform technology is unique and has universal application around the globe. I believe Asia and greater China will benefit immensely from the Cell-in-a-Box[®] technology. The markets we have targeted for this technology are the largest in the world and present limitless opportunities to PharmaCytE and its shareholders. Recent changes to the regulatory environment in China also present additional opportunities for possible faster market entry for PharmaCytE's platform products."

Dr. Tong has been a Director of Medifocus Inc. since January 27, 2015. He was also a Director of Shanghai CP Guojian Pharmaceutical, one of the first and largest bio-pharmaceutical manufacturers in China. In addition, Dr. Tong is the founding Director and Chief Executive Officer of VetCell Therapeutics Asia, a cell therapy company focused on providing cell-based treatments for use in veterinary medicine in Asia.

Dr. Tong's earlier career includes senior management positions in China with Pfizer and Ball Corporation. He was also responsible for the Healthcare Investment Division of CITIC in Hong Kong. CITIC is the largest conglomerate in China and an established global player, with businesses covering healthcare, financial services, resources, energy, manufacturing, engineering and many others.

Dr. Tong received his medical degree from the University of Toronto in Ontario, Canada in 1983. He also received a Ph.D. degree in neurophysiology and an M.B.A. degree. After receiving his medical degree, Dr. Tong founded a chain of medical clinics in the Province of Ontario where he served as Medical Director and Chief Physician. During this period, he also served as a consultant and an investigator in several clinical trials. In 1989, Dr. Tong returned to Hong Kong, where he was born and resided before medical school, and spent the next 19 years in prominent corporate appointments with several multinational medical and pharmaceutical companies.

About PharmaCyte Biotech

PharmaCyte Biotech is a clinical stage biotechnology company developing cellular therapies for cancer and diabetes based upon a proprietary cellulose-based live cell encapsulation technology known as “Cell-in-a-Box[®].” This technology will be used as a platform upon which therapies for several types of cancer and diabetes are being developed.

PharmaCyte’s therapy for cancer involves encapsulating genetically engineered human cells that convert an inactive chemotherapy drug into its active or “cancer-killing” form. For pancreatic cancer, these encapsulated cells are implanted in the blood supply to the patient’s tumor as close as possible to the site of the tumor. Once implanted, a chemotherapy drug that is normally activated in the liver (ifosfamide) is given intravenously at one-third the normal dose. The ifosfamide is carried by the circulatory system to where the encapsulated cells have been implanted. When the ifosfamide flows through pores in the capsules, the live cells inside act as a “bio-artificial liver” and activate the chemotherapy drug at the site of the cancer. This “targeted chemotherapy” has proven effective and safe to use in past clinical trials and results in no treatment related side effects.

PharmaCyte’s therapy for Type 1 diabetes and insulin-dependent Type 2 diabetes involves encapsulating a human cell line that has been genetically engineered to produce, store and release insulin in response to the levels of blood sugar in the human body. The encapsulation will be done using the Cell-in-a-Box[®] technology. Once the encapsulated cells are implanted in a diabetic patient, they will function as a “bio-artificial pancreas” for purposes of insulin production.

Safe Harbor

This press release contains forward-looking statements, which are generally statements that are not historical facts. Forward-looking statements can be identified by the words "expects," "anticipates," "believes," "intends," "estimates," "plans," "will," "outlook" and similar expressions. Forward-looking statements are based on management's current plans, estimates, assumptions and projections, and speak only as of the date they are made. We undertake no obligation to update any forward-looking statement because of new information or future events, except as otherwise required by law. Forward-looking statements involve inherent risks and uncertainties, most of which are difficult to predict and are generally beyond our control. Actual results or outcomes may differ materially from those implied by the forward-looking statements due to the impact of numerous risk factors, many of which are discussed in more detail in our Annual Report on Form 10-K and our other reports filed with the Securities and Exchange Commission.

More information about PharmaCyte Biotech can be found at www.PharmaCyte.com. Information may also be obtained by contacting PharmaCyte’s Investor Relations Department.

Contact:

Dr. Gerald W. Crabtree
Investor Relations:
PharmaCyte Biotech, Inc.
Investor Relations Department
Telephone: 917.595.2856
Email: Info@PharmaCyte.com