

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

FORM 8-K

CURRENT REPORT

Pursuant to Section 13 OR 15(d) of The Securities Exchange Act of 1934

Date of Report (Date of earliest event reported): **October 18, 2022**

Arbutus Biopharma Corporation

(Exact name of registrant as specified in charter)

British Columbia, Canada

(State or other jurisdiction
of incorporation)

001-34949

(Commission
File Number)

98-0597776

(IRS Employer
Identification No.)

**701 Veterans Circle
Warminster, Pennsylvania**

(Address of principal executive offices)

18974

(Zip Code)

(267) 469-0914

Registrant's telephone number, including area code

(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 communication 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 communication pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
- Pre-commencement communication pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

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

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
Common Shares, without par value	ABUS	The Nasdaq Stock Market LLC

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

Emerging growth company

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act.

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

On October 18, 2022, the Board of Directors (the “Board”) of Arbutus Biopharma Corporation (the “Company”) appointed Mike McElhaugh, age 48, as the Company’s Chief Operating Officer, effective as of November 1, 2022 (the “Effective Date”).

Mr. McElhaugh has served as the Company’s Chief Business Officer since December 2018 and has been with the Company since July 2014. Mr. McElhaugh was one of the co-founders of OnCore Biopharma (“OnCore”) and served as its Chief Operating Officer before OnCore was acquired by the Company in March 2015. Previously, from March 2012 to May 2014 he was the Director, Hepatitis C Worldwide Commercialization at Bristol Myers Squibb, a pharmaceutical company. Prior to Bristol Myers Squibb, Mr. McElhaugh was the Director, Business Development and Market Analytics at Pharmasset, Inc. from September 2008 until its acquisition by Gilead Sciences Inc. in January 2012 and remained in that position after the acquisition until March 2012. He also previously held various positions at Viropharma, Inc. and at Merck and Co., Inc. Mr. McElhaugh received his B.S. degree from St. Joseph’s University, his M.S. degree from Thomas Jefferson University and his M.B.A. degree from the Johnson Graduate School of Management at Cornell University.

Mr. McElhaugh and the Company are party to that certain Executive Employment Agreement, dated July 10, 2015, as amended by that certain First Amendment to Executive Employment Agreement, dated April 20, 2016, and that certain Second Amendment to Executive Employment Agreement dated December 11, 2018 (the “Existing Employment Agreement”), which is filed as Exhibit 10.5 to the Company’s Quarterly Report on Form 10-Q for the quarterly period ended June 30, 2019, filed with the U.S. Securities and Exchange Commission (“SEC”) on August 5, 2019. In connection with Mr. McElhaugh’s appointment, Mr. McElhaugh and the Company entered into that certain Third Amendment to Executive Employment Agreement, effective as of the Effective Date (the “Employment Agreement Amendment”), to reflect an increase in Mr. McElhaugh’s annual base salary to \$460,000 and a change in title to Chief Operating Officer, both effective as of the Effective Date. There were no other changes made to the Existing Employment Agreement. A copy of the Employment Agreement Amendment is attached hereto as Exhibit 10.1 and incorporated herein by reference.

Mr. McElhaugh and the Company previously entered into the Company’s standard indemnity, which form is filed as Exhibit 10.4 to the Company’s Annual Report on Form 10-K for the fiscal year ended December 31, 2021, filed with the SEC on March 3, 2022.

There are no arrangements or understandings between Mr. McElhaugh and any other persons pursuant to which Mr. McElhaugh was appointed as Chief Operating Officer of the Company. There are no family relationships between Mr. McElhaugh and any director or executive officer of the Company and Mr. McElhaugh has no direct or indirect interest in any transaction or proposed transaction required to be disclosed pursuant to Item 404(a) of Regulation S-K.

Item 9.01. Financial Statements and Exhibits.

(d) Exhibits.

Exhibit Number	Description
10.1	<u>Third Amendment to Executive Employment Agreement, dated November 1, 2022, by and between the Company and Michael McElhaugh.</u>
104	Cover page interactive data file (formatted as inline XBRL).

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.

Date: October 24, 2022

ARBUTUS BIOPHARMA CORPORATION

By: /s/ David C. Hastings
Name: David C. Hastings
Title: Chief Financial Officer

THIRD AMENDMENT TO
EXECUTIVE EMPLOYMENT AGREEMENT

This Third Amendment to Executive Employment Agreement (this "Amendment") is made effective as of November 1, 2022 (the "Effective Date") by and between Arbutus Biopharma, Inc. (the "Company"), and Michael McElhaugh (the "Executive") (together the "Parties").

RECITALS

- A. The Company and the Executive have entered into an Executive Employment Agreement effective as of July 10, 2015 (together, as amended, restated, supplemented, or otherwise modified prior to the date hereof, the "Employment Agreement"); and
- B. The Parties have agreed to make certain amendments to the Employment Agreement as set forth herein.

THEREFORE, in consideration of the mutual promises herein set forth and for other good and valuable consideration, the Parties agree as follows:

Section 1. Capitalized Terms. Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to them in the Employment Agreement, unless the context shall otherwise require.

Section 2. Amendments.

- (a) Section 1 of the Employment Agreement is hereby amended and restated in its entirety as set forth below:

Position and Duties. The Executive will serve as Chief Operating Officer of the Company, and will have powers and duties consistent with such position as may from time to time be prescribed by the Chief Executive Officer of the Company. As Chief Operating Officer of the Company, the Executive shall devote his full working time and efforts to the business and affairs of the Company. Notwithstanding the foregoing, the Executive may manage his personal investments or engage charitable or other community activities.

- (b) Section 2(a) of the Employment Agreement is hereby amended and restated in its entirety as set forth below:

(a) Base Salary. The Executive's base salary will be US\$460,000 per year. The Executive's base salary will be reviewed annually by the Chief Executive Officer of the Company and is subject to increase but not decrease except for an across-the-board salary reduction affecting all senior executives of the Company. The base salary in effect at any given time is referred to as "Base Salary" and this Agreement need not be modified to reflect a change in Base Salary.

The Base Salary is subject to withholding and payable in a manner that is consistent with the Company's usual payroll practices for senior executives.

Section 3. Integration; Amendment; Governing Law. The Employment Agreement, as amended to date, constitutes the entire agreement between the Parties with respect to the subject matter hereof. This Amendment may be amended or modified only by a written instrument signed by the Executive and by a duly authorized representative of the Company. This is a Pennsylvania contract and is to be construed under and be governed in all respects by the laws of the Commonwealth of Pennsylvania without giving effect to the conflict of laws principles of that state.

Section 4. Counterparts. This Agreement may be executed in any number of counterparts, and by each party on separate counterparts, each of which counterparts, when so executed and delivered is to be taken to be an original; but those counterparts together constitute one and the same document. PDF, facsimile, scanned, and electronic signatures have the same legal effect as original ink signatures.

Section 5. Voluntary Nature of Agreement. The Executive acknowledges and agrees that he is executing this Amendment voluntarily and without any duress or undue influence by the Company or anyone else. The Executive further acknowledges and agrees that he has carefully read this Amendment and that he has asked any questions needed for him to fully understand the terms, consequences, and binding effect of this Amendment. The Executive agrees that he has been provided an opportunity to seek the advice of an attorney of his choice before signing this Amendment.

The Parties are executing this Amendment as of the date set forth in the introductory paragraph.

ARBUTUS BIOPHARMA, INC.

By: /s/ William H. Collier

Printed Name: William H. Collier
Title: President & CEO

EXECUTIVE

/s/ Michael J. McElhaugh

Printed Name: Michael J. McElhaugh