

**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): May 2, 2016

XBIOTECH INC.

(Exact name of Registrant as specified in its charter)

British Columbia, Canada

(State of Incorporation)

001-37347

(Commission File Number)

N/A

(I.R.S. Employer Identification No.)

8201 E Riverside Dr. Bldg 4, Ste 100

Austin, Texas

(Address of principal executive offices)

78744

(Zip Code)

(512) 386-2900

(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 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))
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Item 5.02 Departure of Directors or Certain Officers: Election of Directors: Appointment of Certain officers: Compensatory Arrangements of Certain Officers.

(c) Appointment of a New Officer

On May 2, 2016, XBiotech Inc. (the "Company") announced the appointment of Scott Whitehurst as the Chief Financial Officer at the Company. Mr. Whitehurst, age 50, has more than 25 years of international business and finance experience in the biotechnology and technology industries. In his last position at Amgen Inc., Mr. Whitehurst served as the Vice President of Finance, Operations from March 2008 to April 2016. While at Amgen, he was instrumental in developing and implementing a strategy to optimize Amgen's manufacturing network and supply chain and in creating Amgen's Global Business Services unit. From 2007 to 2008, Mr. Whitehurst served as the Chief Financial Officer of Keane Consulting where he directed all finance activities. From 2005 to 2006 Mr. Whitehurst served as Chief Financial Officer of Novartis Animal Health in Basel, Switzerland where he directed all finance activities for this stand-alone business unit, which operates on a global basis to research, develop, manufacture and sell animal pharmaceuticals. Prior to his time at Novartis, Whitehurst spent 14 years at the Hewlett-Packard Co. in various financial management positions throughout the world, ultimately becoming Vice President of Finance responsible for some of the company's largest divisions, regions and acquisitions.

Pursuant to Mr. Whitehurst's employment letter agreement ("employment letter") with the Company, Mr. Whitehurst has been employed on an at-will basis and will receive an annual base salary of \$400,000. Also included in the agreement, Mr. Whitehurst will receive compensation for various relocation expenses, totaling up to \$10,000. In addition on May 2, 2016 (the "Grant Date"), Mr. Whitehurst was awarded options to purchase 300,000 shares of the Company's common stock at an exercise price equal to the closing sales price per share of the Company's Common Stock on the Grant Date, as quoted by The Nasdaq Stock Market, pursuant to the Company's 2015 Equity Incentive Plan. Such options will vest and become exercisable over a four-year period, with 6.25% vesting per quarter over the first year following the Grant Date and 25% vesting on each of the second, third and fourth anniversaries of the Grant Date. The options will expire ten years after the Grant Date. Mr. Whitehurst is also eligible to participate in all employee benefits plans from time to time in effect for the Company's other senior executive officers of the Company.

There are no family relationships between Mr. Whitehurst and any of the Company's officers or directors that are required to be disclosed pursuant to item 401(d) of Regulation S-K. Mr. Whitehurst has not entered into any transactions with the Company that are required to be disclosed pursuant to Item 404(a) of Regulation S-K.

(e) Compensatory Arrangements of Certain Officers

Effective as of May 2, 2016, the Company and Scott Whitehurst entered into the employment letter described above under Item 5.02(c) of this Current Report on Form 8-K. The description of this employment letter set forth above in Item 5.02(c) is hereby incorporated herein by reference.

The foregoing description of the employment letter does not purport to be complete and is qualified in its entirety by reference to the complete text of the employment letter, a copy of which is attached as Exhibit 10.1 to this Current Report on Form 8-K and is incorporated herein by reference in its entirety.

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits.

10.1 Employment Letter dated as of May 2, 2016 by XBiotech Inc. and Scott Whitehurst.

SIGNATURES

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

Date: May 3, 2016

XBIOTECH INC.

By: /s/John Simard
John Simard
Chief Executive Officer and President

EXHIBIT INDEX

Exhibit
Number

Description

10.1

Employment Letter, dated as of May 2, 2016, by and between XBiotech Inc. and Scott Whitehurst



8201 E Riverside Dr. Bldg. 4, Ste. 100— Austin, TX 78744— Phone: (512) 386-2900 — Fax: (512) 386-5505
Web: www.xbiotech.com



Scott Whitehurst

Re: Offer of Employment

Dear Scott,

On behalf of XBiotech USA Inc., I am pleased to offer you a position as Chief Financial Officer. In this capacity, you will be paid at a gross semi-monthly rate of \$16,666.67. You will report to John Simard, CEO of XBiotech, and the effective date of the agreement will be May 2nd, 2016.

Your job responsibilities may include but not limited to:

1. Communicate, engage and interact with Board and All of XBiotech Team.
2. Create presentations, press releases and other communication materials for earnings releases, industry events and presentations to analysts, brokers, and investors.
3. Oversee the production of all annual reports, SEC filings, and proxy statements.
4. Serve as a key point of contact for the investment community.
5. Establish and maintain relationships with stock exchange representatives.
6. Organize and conduct conferences, road shows, earnings conference calls, and investor meetings.
7. Play key role in building and managing commercialization team for imminent product launch in Europe and subsequent launches in Europe the USA and elsewhere.
8. Building and representing credible revenue models for the company product candidates.
9. Contribute to strategic business transactions and corporate development initiatives.

For the purposes of relocation you will be provided by XBiotech with \$1,500 house hunting trip to Austin, and up to \$10,000 moving allowance. These expenses will be paid as expense reimbursements or directly to the vendors you use. The offer described above is contingent upon the results of your reference/background check and completion of an I-9 form as well as e-verify. Your employment is also contingent upon your signing and returning a Confidentiality and Non-disclosure Agreement on your first day of work. XBiotech will provide you 100% employer-paid Medical and Dental Plan for individuals (not including family members). These benefits will begin after a waiting period not to exceed two months of your employment. Subject to approval by XBiotech, Inc's (the "Company") Board of Directors, you will be granted Incentive Stock Options* under the Company's 2015 Equity Incentive Plan to purchase 300,000 shares of XBiotech Inc. Common Stock at an exercise price equal to the closing sales price per share of the Company's Common Stock on the date of grant, as quoted by The Nasdaq Stock Market. The options will vest over a four-year period with the following schedule:



*Option to purchase Common Shares with the intention that it qualifies as an Incentive Stock Option within the meaning of Section 422 of the U.S. Internal Revenue Code of 1986, as amended. Incentive Stock Option benefits are subject to all qualifying rules and regulations.

Year	Vesting Date	Percentage of Shares as to which the Option Becomes Exercisable
YEAR 1 (Quarterly vest over the first year, beginning on May 2, 2016 (the "Vesting Commencement Date"))	August 1, 2016	6.25%
	October 31, 2016	6.25%
	January 30, 2017	6.25%
	May 2, 2017	6.25%
YEAR 2	Two-year anniversary of the Vesting Commencement Date	25%
YEAR 3	Three-year anniversary of the Vesting Commencement Date	25%
YEAR 4	Four-year anniversary of the Vesting Commencement Date	25%

We understand, based on what you have told us, that by coming to work for XBiotech in the above position you will not be violating any Employment Agreement, Confidentiality/Non-disclosure Agreement, Covenant Not to Compete Agreement, or Shareholder Agreement with any former employer. If you have signed any such agreements, we need you to provide us with a copy of each agreement before beginning employment with XBiotech. Further, we expect that you do not currently possess from your former employers any:

1. Biological samples.
2. Client, customer, vendor, consultant or employee files or lists.
3. Confidential or trade secret information.

Please let us know if you possess any of the above. If you do, you will need to return them immediately to your former employer.



Your employment with XBiotech will be on an “at-will” basis, meaning that you can be terminated or released from your employment at any time, with or without cause or notice. Likewise, we respect your ability to leave employment at anytime, for any reason, with or without notice.

Please indicate your acceptance of our offer by signing below and returning one copy of the letter, with your original signature, to me by 5:00pm, April 26, 2016. If you have any questions, please do not hesitate to contact me.

Sincerely,

John Simard, President, Chairman & Chief Executive Officer

/s/ John Simard

I accept the terms and conditions of employment as set forth above and understand that I am not relying on any prior statements or representations not contained within this letter. I also confirm that I do not have possession of any of the types of files described above from any former employer. Finally, to the best of my knowledge, my employment with XBiotech will not violate any agreement that I have with any former employer.

Date: 5/2/2016

Signature: /s/ Scott Whitehurst