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): **February 15, 2025**

180 LIFE SCIENCES CORP.
(Exact Name of Registrant as Specified in Charter)

Delaware	**001-38105**	**90-1890354**
(State or Other Jurisdiction of Incorporation)	(Commission File Number)	(IRS Employer Identification No.)

3000 El Camino Real, Bldg. 4, Suite 200 Palo Alto, CA	**94306**
(Address of Principal Executive Offices)	(Zip Code)

Registrant's telephone number, including area code: **(650) 507-0669**

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

☐ Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)

☐ Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)

☐ Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))

☐ Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e 4(c))

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

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
Common Stock, par value $0.0001 per share	ATNF	The NASDAQ Stock Market LLC
Warrants to purchase shares of Common Stock	ATNFW	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.

(c) Appointment of Chief Accounting Officer (Principal Accounting/Financial Officer)

Effective on February 15, 2025, the Board of Directors of 180 Life Sciences Corp. (the "Company", "we" and "us"), appointed Eric R. Van Lent as the Chief Accounting Officer (Principal Accounting/Financial Officer) of the Company (the "Appointment"), which Appointment was effective as of the same date. As a result of the Appointment, Blair Jordan, the Chief Executive Officer (Principal Executive Officer) of the Company, who had served as the Principal Accounting/Financial Officer of the Company since October 16, 2024, stepped down from such role, also effective on February 15, 2025.

Mr. Van Lent is not party to any material plan, contract or arrangement (whether or not written) with the Company, except for the EVL Consulting Agreement (discussed and described below), and there are no arrangements or understandings between Mr. Van Lent and any other person pursuant to which Mr. Van Lent was selected to serve as a director or officer of the Company, nor is Mr. Van Lent a participant in any related party transaction required to be reported pursuant to Item 404(a) of Regulation S-K. There are no family relationships between any director or executive officer of the Company, including Mr. Van Lent.

The Company plans to enter into a standard form of Indemnity Agreement (the "Indemnification Agreement") with Mr. Van Lent in connection with the Appointment. The Indemnification Agreement provides, among other things, that the Company will indemnify Mr. Van Lent under the circumstances and to the extent provided for therein, for certain expenses he may be required to pay in connection with certain claims to which he may be made a party by reason of his position as an officer of the Company, and otherwise to the fullest extent permitted under Delaware law and the Company's governing documents. The foregoing is only a brief description of the Indemnification Agreement, does not purport to be complete and is qualified in its entirety by the Company's standard form of indemnification agreement incorporated by reference herein as Exhibit 10.4. The Indemnification Agreement is identical in all material respects to the indemnification agreements entered into with other Company officers.

There are no family relationships between any director or executive officer of the Company, including Mr. Van Lent.

Biographical information for Mr. Van Lent is provided below:

Eric R. Van Lent, age 42:

Eric R. Van Lent is a seasoned finance and accounting professional with over 20 years of experience optimizing financial operations, streamlining processes, and driving revenue growth in medium to large organizations. With expertise spanning financial reporting, strategic planning, and enterprise resource planning (ERP) implementation, he has played a pivotal role in enhancing operational efficiency and profitability across manufacturing, distribution, software, defense, & Esports industries. Mr. Van Lent has served as a NetSuite advanced financials consultant with Cumula3 Group since February 2024 and as the managing member of his own consulting firm, EVL Consulting LLC, since February 2020. Mr. Van Lent previously served as Vice President and Corporate Controller of Engine Media Holdings, Inc., a software/gaming/racing/esports company from January 2018 to December 2021. In that role, he managed the restructuring and financial oversight of a multi-site international software business. He played a key role in the company's successful uplisting from the TSX Venture Exchange to Nasdaq and led the implementation of NetSuite ERP, streamlining financial reporting across multiple global operations. Mr. Van Lent has also held positions at Assa Abloy, Lockheed Martin, and Flight Line Products, where he successfully executed ERP integrations, automated financial processes, and led cost-reduction initiatives, achieving multimillion-dollar savings.

Mr. Van Lent holds a Master of Business Management in Finance from Norwich University and a Bachelor of Business Management from Pepperdine University. He is a Certified Public Accountant (CPA) licensed in California. He also Served in the United States Navy.

Effective on February 15, 2025, the Company entered into an Executive Consulting Agreement dated January 30, 2025 with Mr. Van Lent and EVL Consulting, LLC (an entity owned by Mr. Van Lent)("EVL Consulting" and the "EVL Consulting Agreement"). Pursuant to the EVL Consulting Agreement, the Company agreed to engage EVL Consulting to provide the services of Mr. Van Lent to the Company as Chief Accounting Officer of the Company. The EVL Consulting Agreement has a term through July 30, 2025, unless otherwise terminated pursuant to the terms of the agreement (discussed below) and provides for Mr. Van Lent to act as Chief Accounting Officer of the Company, and to be paid $8,000 per month for an average of 10 hours of work per week, with any hours in excess of that amount being compensated at the rate of $200 per hour, only if preapproved in writing by the Company. Notwithstanding the above, the Board of Directors, with the recommendation of the Compensation Committee, may grant Mr. Van Lent bonuses from time to time in its discretion, in cash or equity. The EVL Consulting Agreement includes customary confidentiality, non-disclosure and proprietary right requirements of EVL Consulting and Mr. Van Lent, and a prohibition on EVL Consulting and Mr. Van Lent competing against us during the term of the agreement.

We have the right to terminate the EVL Consulting Agreement at any time, provided that we pay EVL Consulting $10,000 upon such termination, payable within 60 days of such termination date.

We are also able to terminate the EVL Consulting Agreement at any time, without notice upon: (a) the death or physical or mental incapacity of Mr. Van Lent if as a result of which Mr. Van Lent is unable to perform services for a period in excess of 30 days; (b) in the event Mr. Van Lent or a related party to Mr. Van Lent ceases to own or control 100% of EVL Consulting; or (c) "just cause", which means any of the following events: (i) any material or persistent breach by EVL Consulting or Mr. Van Lent of the terms of the agreement; (ii) the conviction of EVL Consulting or Mr. Van Lent of a felony offence, or the equivalent in a non-American jurisdiction, or of any crime involving moral turpitude, fraud or misrepresentation, or misappropriation of money or property of the Company or any affiliate of the Company; (iii) a willful failure or refusal by EVL Consulting or Mr. Van Lent to satisfy its respective obligations to the Company under the agreement including without limitation, specific lawful directives, reasonably consistent with the agreement, or requests of the Board; (iv) any negligent or willful conduct or omissions of EVL Consulting or Mr. Van Lent that directly results in substantial loss or injury to the Company; (v) fraud or embezzlement of funds or property, or misappropriation involving the Company's assets, business, customers, suppliers, or employees; (vi) any failure to comply with any of the Company's written policies and procedures, including, but not limited to, the Company's Corporate Code of Ethics and Insider Trading Policy, provided that subject to certain limited exceptions, we must first give written notice to EVL Consulting and Mr. Van Lent, as applicable, advising them of the acts or omissions that constitute failure or refusal to perform their obligations and that failure or refusal continues after EVL Consulting and Mr. Van Lent, as applicable, has had thirty (30) days to correct the acts or omissions as set out in the notice.

If the Company terminates the EVL Consulting Agreement for just cause, we are required to pay EVL Consulting any unpaid fees and/or unpaid and unreimbursed expenses accrued but unpaid prior to the effective termination date.

The foregoing summary of the EVL Consulting Agreement and Indemnification Agreement is a summary only and is qualified in its entirety by reference to the EVL Consulting Agreement and Indemnification Agreement, copies of which are attached hereto (or incorporated by reference herein) as Exhibits 10.1 and 10.4, respectively and are incorporated into this Item 5.02 by reference in its entirety.

(e) Executive Consulting Agreement with Blair Jordan

On February 20, 2024, the Company entered into an Executive Consulting Agreement with Mr. Blair Jordan dated February 21, 2024, the Company's Chief Executive Officer and director, and Blair Jordan Strategy and Finance Consulting Inc. (an entity owned by Mr. Jordan)("Jordan Consulting" and the "Jordan Consulting Agreement"). The Jordan Consulting Agreement replaced and superseded a prior Executive Consulting Agreement with Mr. Jordan and Jordan Consulting dated May 7, 2024 (the "Prior Agreement").

Pursuant to the Jordan Consulting Agreement, the Company agreed to continue to engage Jordan Consulting to provide the services of Mr. Jordan to the Company as Chief Executive Officer of the Company. The Jordan Consulting Agreement has a term beginning effective January 1, 2025, and continuing through December 31, 2026, unless otherwise terminated pursuant to the terms of the agreement (discussed below), provided that in the event that the parties have not agreed to an extension or termination of the Jordan Consulting Agreement with at least 30 days written notice at the end of the term, the agreement automatically renews for successive terms of one year upon the expiration of the primary term or any renewal.

The Jordan Consulting Agreement provides for Mr. Jordan to act as Chief Executive Officer of the Company, and to be paid $240,000 per year (previously Mr. Jordan was paid $216,000 per year under the Prior Agreement) in consideration for services rendered to the Company (the "Fee").

The agreement also allows the Company to pay Mr. Jordan or Jordan Consulting an incentive bonus of up to 100% of the Fee per year, in the form of cash or equity, in the discretion of the Compensation Committee and the Board. Any additional bonus payments in 2025, if any, and subsequent bonus payments in 2026 from the Company to the Mr. Jordan or Jordan Consulting, if any, will be based on criteria to be determined by the Compensation Committee of the Board. The Board and Compensation Committee may also pay Mr. Jordan or Jordan Consulting bonuses from time to time in cash or equity, in their sole discretion, with any bonus earned being paid by March 15th of the year following the date it is earned.

We also agreed to grant 160,000 shares of restricted common stock (the 'Shares"), to Mr. Jordan under the Company's Third Amended and Restated 180 Life Sciences Corp. 2022 Omnibus Incentive Plan (the "Incentive Plan"), with such Shares to be evidenced and documented by a Notice of Restricted Stock Grant and Restricted Stock Grant Agreement to be entered into between Mr. Jordan and the Company, and subject to vesting as follows: (a) 80,000 Shares vest on January 1, 2026, subject to Mr. Jordan's continued service to the Company on such vesting date; and (b) 80,000 Shares vest on December 31, 2026, subject to Mr. Jordan's continued service to the Company

on such vesting date. In the event that the agreement is terminated by us without "cause" or by Jordan Consulting for "good reason", the Shares and all options and shares then outstanding and scheduled to vest within one year of termination will immediately vest, and (iii) the treatment of the Shares and all options and shares then outstanding and scheduled to vest outside of one year from termination will be determined solely by the Compensation Committee.

The Jordan Consulting Agreement includes customary confidentiality, non-disclosure and proprietary right requirements of Jordan Consulting and Mr. Jordan, and a prohibition on Jordan Consulting and Mr. Jordan competing against us during the term of the agreement.

Jordan Consulting may terminate the Jordan Consulting Agreement at any time for "good reason" as described in the Jordan Consulting Agreement, subject to certain cure rights; at any time without "good reason"; and upon expiration of the term or any renewal.

We may terminate the Jordan Consulting Agreement at any time for "just cause" (as described below) and for any reason other than "just cause". "Just cause" means the occurrence of any of the following events: (i) any material or persistent breach by Jordan Consulting or Mr. Jordan of the terms of the agreement; (ii) the conviction of Jordan Consulting or Mr. Jordan of a felony offence, or the equivalent in a non-American jurisdiction, or of any crime involving moral turpitude, fraud or misrepresentation, or misappropriation of money or property of the Company or any affiliate of the Company; (iii) a willful failure or refusal by Jordan Consulting or Mr. Jordan to satisfy its respective obligations to the Company under the agreement including without limitation, specific lawful directives, reasonably consistent with the agreement, or requests of the Board; (iv) any negligent or willful conduct or omissions of Jordan Consulting or Mr. Jordan that directly results in substantial loss or injury to the Company; (v) fraud or embezzlement of funds or property, or misappropriation involving the Company's assets, business, customers, suppliers, or employees; (vi) any failure to comply with any of the Company's written policies and procedures, including, but not limited to, the Company's Corporate Code of Ethics and Insider Trading Policy, provided that subject to certain limited exceptions, we must first give written notice to Jordan Consulting and Mr. Jordan, as applicable, advising them of the acts or omissions that constitute failure or refusal to perform their obligations and that failure or refusal continues after Jordan Consulting and Mr. Jordan, as applicable, has had thirty (30) days to correct the acts or omissions as set out in the notice, if such acts are correctable.

We are also able to terminate the Jordan Consulting Agreement at any time, without notice upon: (a) the death or physical or mental incapacity of Mr. Jordan if as a result of which Mr. Jordan is unable to perform services for a period in excess of 60 days; or (b) in the event Mr. Jordan or a related party to Mr. Jordan ceases to own or control 100% of Jordan Consulting.

If the agreement is terminated by Jordan Consulting for "good reason", or by the Company without "just cause" (other than due to death or disability), Jordan Consultant is required to be paid, in a lump sum on the thirtieth day following such termination, a severance payment equal to (i) half of the then current annualized Fee, in the event such termination occurs during the first twelve months of the agreement and 100% of the then current annualized Fee, in the event such termination occurs after the first twelve months of the Agreement, together with all outstanding expenses and pro-rated Fee (through the date of termination); (ii) any unpaid annual cash bonus in respect of any completed fiscal year that has ended prior to the date of such termination with such amount determined based on actual performance during such fiscal year as determined by the compensation committee; and (iii) immediate vesting of any and all equity or equity-related awards previously awarded. Any equity awards that vest based on various performance metrics will be vested only if such performance metrics have been met at the time of termination of service and will be determined solely by the Compensation Committee.

If the agreement is terminated without "good reason" by Jordan Consulting or for "just cause" by the Company, Jordan Consulting is entitled to the Accrued Liabilities (as defined below), and any equity awards or equity-related awards that are not vested as of the date of termination will be cancelled and forfeited and any vested awards will be exercisable pursuant to their terms.

If the agreement is terminated due to Mr. Jordan's death or disability, Jordan Consulting or Mr. Jordan's estate or his beneficiaries, as the case may be, will be entitled to receive (i) any accrued but unpaid Fee through the date of termination, any unpaid or unreimbursed expenses incurred in accordance with the terms of the agreement, (collectively, the "Accrued Liabilities"); (ii) any unpaid annual cash bonus in respect of any completed fiscal year that has ended prior to the date of such termination, with such amount determined based on actual performance during such fiscal year as determined by the Company's Compensation Committee on the sixtieth day following termination; (iii) a lump sum payment of any non-discretionary annual cash bonus that would have been payable based on actual performance with respect to the year of termination in the absence of Mr. Jordan's death or disability, pro-rated for the period that Mr. Jordan worked prior to his death or disability, and payable at the same time as the bonus would have been paid in the absence of Mr. Jordan's death or disability; and (iv) immediate vesting of any and all equity or equity-related awards previously awarded to Jordan Consulting, irrespective of the type of award.

As a condition precedent to payment of any amount or provision of any benefit to Mr. Jordan upon termination (the "Severance Benefits"), Jordan Consulting and Mr. Jordan or Mr. Jordan's estate, as applicable, shall execute and shall not rescind, a release in favor of the Company and all related companies, individuals, and entities, in a form satisfactory to the Company.

Upon termination of the agreement or for any reason other than "good reason" by Jordan Consulting or the Company without "just cause", Jordan Consulting and Mr. Jordan agreed that, for a period ending six months from the date of termination, Jordan Consulting and Mr. Jordan shall not (except on behalf of the Company or with the prior written consent of the Company), directly or indirectly, compete with the Company for a period of one year, neither Mr. Jordan, nor Jordan Consulting shall solicit employees or consultants of the Company, each as discussed in greater detail in the Jordan Consulting Agreement.

The foregoing summary of the Jordan Consulting Agreement and Notice of Restricted Stock Grant and Restricted Stock Grant Agreement is a summary only and is qualified in its entirety by reference to the Jordan Consulting Agreement and form of Notice of Restricted Stock Grant and Restricted Stock Grant Agreement, copies of which are attached hereto as Exhibits 10.2 and 10.3, respectively and are incorporated into this Item 5.02 by reference in its entirety.

Item 8.01 Other Events.

Non-Executive Director Restricted Stock Awards

On February 20, 2025, the Company issued, after recommendation by the Compensation Committee of the Company's Board of Directors and approval by the Board of Directors, in addition to the Equity Grant to Mr. Jordan discussed in Item 5.02, above, 65,000 shares of restricted common stock to each of the Company's four non-executive members of the Board of Directors under the Incentive Plan, which vest at the rate of 1/2 of such shares on each of July 1, 2025 and December 31, 2025, subject to such persons continued service to the Company on the applicable vesting dates. The grants will be evidenced by Notice of Restricted Stock Grants and Restricted Stock Grant Agreements entered into between the Company and each recipient.

The description of the Notice of Restricted Stock Grants and Restricted Stock Grant Agreements above is not complete and is qualified in its entirety by the form of Notice of Restricted Stock Grant and Restricted Stock Grant Agreement, which is attached as Exhibit 10.3 hereto and incorporated by reference into this Item 8.01 in its

entirety.

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits.

Exhibit No.	Description of Exhibit
10.1*	Executive Consulting Agreement entered into on February 15, 2025 and effective January 30, 2025, by and between 180 Life Sciences Corp., Eric Van Lent and EVL Consulting, LLC
10.2*	Executive Consulting Agreement dated February 21, 2025, by and between 180 Life Sciences Corp., Blair Jordan and Blair Jordan Strategy and Finance Consulting Inc.
10.3*	Form of Notice of Restricted Stock Grant and Restricted Stock Grant Agreement (February 2025 Officer and Director Grants)
10.4	Form of 180 Life Sciences Corp. Indemnity Agreement (Filed as Exhibit 10.6 to the Company's Current Report on Form 8-K filed with the Securities and Exchange Commission on May 9, 2024), and incorporated herein by reference)
104	Cover Page Interactive Data File (embedded within the Inline XBRL documents).

* Filed herewith.

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: February 21, 2025

180 LIFE SCIENCES CORP.

By: */s/ Blair Jordan*
Name: Blair Jordan
Title: Chief Executive Officer

Exhibit 10.1

EXECUTIVE CONSULTING AGREEMENT

made this 30 day of January, 2025

AMONG

180 LIFE SCIENCES CORP.

AND

EVL CONSULTING, LLC

AND

ERIC VAN LENT

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EXECUTIVE CONSULTING AGREEMENT

THIS AGREEMENT is dated for reference and made effective the 30 day of January 2025 (the "Effective Date").

AMONG:

180 LIFE SCIENCES CORP., a corporation duly incorporated under the laws of Delaware, having a place of business at 3000 El Camino Real, Bldg. 4, Suite 200 Palo Alto, CA

(the "**Company**")

OF THE FIRST PART

AND:

EVL CONSULTING, LLC ., a corporation duly incorporated under the laws of Wyoming, having offices at 312 W 2nd St, Unit #A615, Casper, WY 86201

(the "**Consultant**")

OF THE SECOND PART

ERIC VAN LENT, an individual

(the "**CAO**")

OF THE THIRD PART

WHEREAS:

(A) the Company is a clinical stage biotechnology company, focused on the development of therapeutics for unmet medical needs in chronic pain, inflammation and fibrosis by employing innovative research, and, where appropriate, combination therapy. In September 2024, the Company completed the acquisition of certain source code and intellectual property relating to an online blockchain casino, and moving forward, will focus the majority of its operations on the creation of the online blockchain casino, while looking to monetize certain prior development stage therapeutic product.

(B) the Consultant is wholly-owned and controlled by the CAO;

(C) the Company and the Consultant have mutually agreed to evidence the terms of the engagement of the services of the Consultant by the Company by this Agreement which is to supersede all prior discussions and negotiation between the parties, whether written or oral; and

(D) the Consultant will direct the CAO to provide the services of Chief Accounting Officer to the Company (on an interim basis) throughout the term in order to fulfil its obligations hereunder.

WITNESSETH that the parties mutually agree as follows:

PART 1

INTERPRETATION

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Interpretation

1.1 For all purposes of this Agreement, except as otherwise expressly provided or unless the context otherwise requires,

(a) this "Agreement" means this executive consulting agreement as may from time to time be supplemented or amended by one or more agreements entered into pursuant to the applicable provisions hereof,

(b) "Parties" means the Company, the Consultant and the CAO,

(c) the words "herein", "hereof" and "hereunder" or similar terms refer to this Agreement as a whole and not to any particular paragraph, subparagraph or other subdivision of this Agreement,

(d) all dollar amounts in this Agreement are expressed in American dollars,

(e) a reference to an entity includes any entity that is a successor to such entity,

(f) the headings of this Agreement are for convenience only and are not intended as a guide to interpretation of this Agreement or any portion hereof,

(g) a reference to a statute includes all regulations made pursuant thereto, all amendments to the statute or regulations in force from time to time, and any statute or regulation which supplements or supersedes such statute or regulations, and

(h) the "Board" means the board of directors of the Company as from time to time constituted.

Engagement

1.2 The Company hereby engages the Consultant and the Consultant hereby agrees to provide consulting services to the Company upon and subject to the terms and conditions of this Agreement.

1.3 Concurrently with the Consultant's performance of the Services (as defined below), the Company acknowledges that the CAO may have other business involvements, business interests and sources of business income, including from parties with which the Company may or may not have a relationship. The CAO is permitted to undertake such activities and retain all compensation received from these activities provided that such activities do not prevent, inhibit or impair the Consultant and the CAO from meeting their obligations under this Agreement.

1.4 The Consultant and the CAO hereby promises to perform and discharge faithfully the services which may be requested from the Consultant and CAO from time to time by the Company and duly authorized representatives of the Company, including the Interim CEO and/or Board of Directors (the "Services"), as more fully described in Appendix A hereto. The Consultant and CAO shall provide the Services required hereunder in a diligent and professional manner.

1.5 All services provided by the Consultant and CAO hereunder shall be in full compliance with all applicable laws and regulations.

1.6 At all times that the Company is subject to reporting obligations with the Securities and Exchange Commission ("SEC"), (a) CAO shall use his best efforts to maintain the Company's compliance with all rules and regulations of the SEC and reporting requirements for publicly traded companies under the Securities Exchange Act of 1934, as amended; and (b) CAO shall comply, and cause the Company to comply, with the then-current good corporate governance standards and practices as prescribed by the SEC, any exchange on which the Company's capital stock or other securities may be traded and any other applicable governmental entity, agency or organization.

Term

1.7 This Agreement will come into effect on January 30, 2025 and this Agreement and the Services will continue until July 30, 2025, unless otherwise terminated pursuant to the terms under Part 4 (the "Term").

Title

1.8 The CAO will act under the title of "Chief Accounting Officer" of the Company, or such other titles or position as advised by the Board, and will report to the Interim CEO of the Company. The CAO will receive all remuneration and other benefits of such offices only through the Consultant.

Responsibilities

1.9 The CAO's responsibilities will be those typically handled by the Chief Accounting Officer of a public reporting company of similar size, and in a similar situation to the Company, as more fully described in Appendix A hereto.

General Responsibilities

1.10 During the term of this Agreement, the CAO will

(a) diligently perform the Services arising under this Agreement to the best of his skill and ability, and

(b) attend to duties at the specific times and days as reasonably directed by the Company, excepting absence due to sickness and other authorized absences as set out in this Agreement.

PART 2

COMPENSATION

Fees

2.1 The Company will pay the Consultant a monthly consulting fee of $8,000 for an average of ten hours of work per week (the "Working Hours"), with each installment payable monthly in arrears (no later than 15 days after the Company has received an invoice from the Consultant), in respect of the Services (the "Fee"). No deductions will be made on account of income taxes or employment insurance. All payments made pursuant to this Agreement will be made to the Consultant. Any hours in excess of the Working Hours (evaluated on a monthly basis) will be compensated at a rate of $200/hour (subject to receipt of appropriate documentation from the Consultant detailing the utilization of these hours), only if preapproved in writing by the Company.

Expenses and Fees

2.2 The Company will promptly reimburse any reasonable, pre-approved out-of-pocket expenses of the Consultant or the CAO upon presentation of appropriate vouchers and invoices, including but not limited to travel, lodging and business entertainment expenses, pursuant to the Company's reimbursement policies in effect from time to time.

Independent Contractor

2.3 The Consultant's relationship with the Company shall be that of an independent contractor and not that of an employee. Accordingly, the Consultant, as well as the CAO, will not be eligible for any employee benefits, other than as specifically provided for herein.

2.4 It is the express intention of the Company and Consultant and CAO that Consultant perform the Services as an independent contractor to the Company. Nothing in this Agreement shall in any way be construed to constitute Consultant or CAO as an agent or employee of the Company. Consultant and CAO acknowledge and agree that Consultant and CAO are obligated to report as income all compensation received by Consultant and CAO pursuant to this Agreement. Consultant and CAO agree to and acknowledge the obligation to pay all self-employment and other taxes on such income.

2.5 The Company makes no representations or warranties with respect to the tax consequences of the payments and any other consideration provided to Consultant under the terms of this Agreement. Consultant agrees and understands that it is responsible for payment, if any, of local, state, and/or federal taxes on the payments and any other consideration provided hereunder by the Company and any penalties or assessments thereon. Consultant agrees to indemnify and hold harmless the Company and its affiliates and their directors, officers and employees from and against all taxes, losses, damages, liabilities, costs and expenses, including attorneys' fees and other legal expenses, arising from or in connection with (i) any obligation imposed on the Company to pay withholding taxes or similar items, or (ii) any determination by a court or agency that the Consultant is not an independent contractor pursuant to this Agreement.

PART 3

THE CONSULTANT'S AND THE CAO'S ADDITIONAL COVENANTS AND REPRESENTATIONS

Confidential Information

3.1 The Consultant and the CAO acknowledge that in the course of performing the Services the Consultant and the CAO will have access to and be entrusted with confidential information and trade secrets of the Company (collectively the "Confidential Information") relating to the business affairs, customers, suppliers, technology, proprietary rights, patents, research, plans, research data, marketing techniques, manufacturing methods, procedures and techniques, industrial designs, inventions, improvements, discoveries and routines concerning the Company, its business and those of its affiliates and of its customers and their particular business requirements, and that the disclosure of any of such Confidential Information to competitors of the Company or the general public may be highly detrimental to the interests of the Company or its affiliates, as the case may be, and the Consultant and the CAO each agree to maintain the utmost confidentiality respecting the Confidential Information.

The Consultant and the CAO further acknowledge that in the course of performing the Services they might, from time to time, be a representative of the Company in negotiations and discussions with other parties and as such will be significantly responsible for maintaining or enhancing the goodwill of the Company and its affiliates.

The Consultant and the CAO further acknowledge that the right to maintain the confidentiality of the Confidential Information and the right to preserve the Company's goodwill are proprietary rights which the Company is entitled to protect.

Consultant and CAO agree that it/he shall surrender to the Company and/or destroy all documents and materials in its/his possession or control which contain Confidential Information and which are the property of the Company upon the termination of this Agreement.

No Disclosure

3.2 The Consultant and the CAO will not, during the term of this Agreement or at any time thereafter, disclose any of the Confidential Information to any person, nor will the Consultant and the CAO use the Confidential Information for any purpose other than to complete the Services, nor will either disclose or use for any purpose other than in the best interests of the Company or its affiliates the private affairs of the Company or its affiliates or any other confidential or proprietary information which it might acquire during the course of performing the Services, except:

(a) with the prior written authorization of the Board,

(b) as required to carry out the purposes of this Agreement,

(c) as otherwise permitted under this Agreement, or

(d) where the Confidential Information is in or comes into the public domain through no act or omission of the Consultant and/or the CAO.

3.3 Notwithstanding any other term of this Agreement (including this Part 3, (a) the Consultant and CAO may respond to a lawful and valid subpoena or other legal process relating to the Company or its business or operations; provided that the Consultant and/or CAO shall: (i) give the Company the earliest possible notice thereof; (ii) as far in advance of the return date as possible, at the Company's sole cost and expense, make available to the Company and its counsel the documents and other information sought; and (iii) at the Company's sole cost and expense, assist such counsel in resisting or otherwise responding to such process, and (b) the Consultant's and CAO's reporting of possible violations of federal law or regulation to any governmental agency or entity in accordance with the provisions of and rules promulgated under Section 21F of the Securities Exchange Act of 1934, as amended (the "Exchange Act"), or any other whistleblower protection provisions of state or federal law or regulation shall not violate or constitute a breach of this Agreement. Nothing contained in this Agreement (or any exhibit hereto) shall be construed to prevent the Consultant or CAO from reporting any act or failure to act to the Securities and Exchange Commission or other governmental body or prevent the Consultant from obtaining a fee as a "whistleblower" under Rule 21F-17(a) under the Exchange Act or other rules or regulations implemented under the Dodd-Frank Wall Street Reform Act and Consumer Protection Act.

No Competition & Notice of Conflict

3.4 Consultant and CAO certify that neither have any outstanding agreement or obligation that conflicts with any of the provisions of this Agreement or that would preclude Consultant and CAO from complying with the provisions of this Agreement. Consultant and CAO further certifies that Consultant and CAO will not enter into any such conflicting agreement during the Term of this Agreement. Prompt disclosure is required by Consultant and CAO if they undertake any activity which may conflict with any of the provisions of this Agreement, the Services, or be adverse to the Company's interests.

3.5 If the Board, acting reasonably, determines that the Consultant or the CAO is engaging in an activity which it deems to be a conflicting activity, then the Company will so advise the Consultant or the CAO, as applicable, in writing and the Consultant or the CAO, as applicable, will, as soon as possible in order to minimize any injury to the Company and in any event no longer than 10 days, or such longer period as the Company and the Consultant or the CAO may agree upon, after receipt of notice,

(a) discontinue the activity, and

(b) certify in writing to the Company that it has discontinued the conflicting activity including where appropriate by sale or other disposition or by transfer of all such interests, except a beneficial interest, into a "blind trust" or other fiduciary arrangement over which the Consultant and/or the CAO has no control, direction or discretion; or

advise the Company that it disputes the conflict and the matter will be referred to mediation or arbitration as set out under Part 5.

Company's Proprietary Rights

3.6 Notwithstanding anything else in this Agreement, it is expressly acknowledged and understood by the Consultant and the CAO that all of the work product of the

Consultant and the CAO while performing the Services pursuant to the terms hereof will belong to the Company absolutely, and notwithstanding the generality of the foregoing, all patents, inventions, improvements, notes, documents, correspondence, produced by the Consultant and the CAO while performing the Services will be the exclusive property of the Company. The Consultant and the CAO further agree to execute without delay or further consideration any patent assignments, conveyances, other documents and assurances as may be necessary to effect this provision.

Special Remedies

3.7 The Consultant and the CAO acknowledge his obligations under this Part 3 are of a special character and that in the event of any conduct by the Consultant and the CAO in violation of this Agreement or any of these obligations, the Company may sustain irreparable injury for which monetary damages will not provide an adequate remedy. Accordingly, the Consultant and the CAO agree that in addition to other remedies and damages available to the Company at law or otherwise and if the Company so elects, the Company is entitled:

(a) to institute and prosecute proceedings either at law or in equity in any court of competent jurisdiction, against the Consultant and/or the CAO: (i) to obtain damages for the conduct, (ii) to enforce specific performance, (iii) to enjoin the Consultant, the CAO, any principal, partner, agent, servant, employer and employee of the Consultant, and any other person acting for, on behalf of or in conjunction with the Consultant from the conduct, or (iv) to obtain any other relief or any combination of the foregoing which the Company may elect to pursue.

3.8 If any restriction as to time, area, capacity or activity imposed on the Consultant and the CAO by this Agreement is finally determined by a Court of competent jurisdiction to be unenforceable (the "Offending Restriction"), the Consultant and the CAO agree that upon written notice from the Company specifying for inclusion in this Agreement a lesser time or area, fewer capacities or an activity of lesser scope than now contained in this Agreement (the "Lesser Restriction"), this Agreement will be deemed to be amended by the substitution of the Lesser Restriction for the Offending Restriction insofar as is lawfully enforceable.

The Consultant's Representations

3.9 The Consultant and the CAO hereby confirm to the Company that the information about the Consultant and the CAO contained in the written resumé previously provided to the Company is materially accurate and omits nothing which would render any information contained therein misleading. The Consultant and the CAO consent to the Company making such background checks about the Consultant and the CAO as it deems necessary. The Consultant and the CAO further represent that this Agreement does not conflict with any agreement, arrangement or other legal obligation to any previous employer or other person to which any duty or obligation is owed.

PART 4

TERMINATION

Termination

4.1 Prior to the end of the Term, subject to Section 4.2 and Section 4.3, this Agreement may be terminated on the effective termination date as set out in any agreement between the Company and the Consultant and the CAO for voluntary termination.

4.2 The Company shall have the right to terminate this Agreement at any time, provided that if the Company terminates by way of notice prior to completion the Term:

(a) then the Company will pay the Consultant $10,000, which the Consultant will accept as full compensation for the termination and neither the Consultant nor the CAO need perform the Services during the notice period.

Payment of Amounts Due

4.3 Any amount due to Consultant hereunder under Section 4.2 or 4.3, shall be paid to Consultant within 60 days of the date of termination of this Agreement.

Termination for Just Cause and Other Events of Early Termination

4.4 Despite any other term of this Agreement to the contrary, this Agreement may be terminated by the Company without notice upon:

(a) the death or physical or mental incapacity of the CAO and as a result of which the CAO is unable to perform the Services for a period in excess of 30 days;

(b) in the event the CAO or a related party to the CAO ceases to own or control 100% of the shares of the Consultant;

(c) the receipt by the Consultant and the CAO of written notice from the Board terminating this Agreement for just cause where "just cause" means any of the following events:

i. any material or persistent breach by the Consultant or the CAO of the terms of this Agreement;

ii. the conviction of the Consultant or the CAO of a felony offence, or the equivalent in a non-American jurisdiction, or of any crime involving moral turpitude, fraud or misrepresentation, or misappropriation of money or property of the Company or any affiliate of the Company,

iii. a wilful failure or refusal by the Consultant or the CAO to satisfy its respective obligations to the Company under this Agreement including without limitation, specific lawful directives, reasonably consistent with this Agreement, or requests of the Board,

iv. any negligent or wilful conduct or omissions of the Consultant or the CAO that directly results in substantial loss or injury to the Company,

v. fraud or embezzlement of funds or property, or misappropriation involving the Company's assets, business, customers, suppliers, or employees,

vi. any failure to comply with any of the Company's written policies and procedures, including, but not limited to, the Company's Corporate Code of Ethics and Insider Trading Policy,

vii. however, no termination is deemed to be for just cause under this Agreement, except for termination for a conviction under the second subsection of Section 4.5(c), or an act constituting just cause which has already occurred and which is ascertained to have caused the Company a financial loss or loss of goodwill, unless the Board first gives written notice to the Consultant and the CAO, as applicable, advising of the acts or omissions that constitute failure or refusal to perform its obligations and that failure or refusal continues after the Consultant and the CAO, as applicable, has had thirty (30) days to correct the acts or omissions as set out in the notice.

Effect on Termination under Section 4.4

4.5 If the Company terminates this Agreement pursuant to Section 4.4, then the Consultant is not entitled to receive and the Company will not pay any fee, damages or other sums as a consequence of the termination (including, but not limited to any fees due pursuant to Section 2.2 or 4.2(a)), except for Fees and unpaid and reimbursable expenses accrued but unpaid prior to the effective termination date and the Consultant will cause the CAO to resign from any office with the Company or an affiliate which the Company cannot by itself lawfully terminate.

Return of Property

4.6 On the effective termination date, the Consultant and the CAO will deliver to the Company, in a reasonable state of repair, all property including without limitation, all copies, extracts and summaries, whether in written, digital, magnetic or electronic form, of documents and information of the Company in the possession or under the control or direction of the Consultant and the CAO as at the termination date.

Resignation of Director and Officer

4.7 Upon termination hereof the CAO will immediately resign as an officer and, if applicable, director of the Company and of any subsidiaries or affiliates, and of any other entity where he has been appointed or nominated by the Company or the Consultant.

PART 5

RESOLUTION OF DISPUTES

Mediation

5.1 The parties will, in good faith, use their best efforts to resolve any dispute arising under or in connection with this Agreement among themselves. If the parties are unable to resolve such a dispute, then before recourse to arbitration, except for a matter that would justify the granting of a preliminary injunction, the parties will jointly refer the matter to a mutually acceptable third party ("Mediator") to mediate the matter in dispute between the parties upon the following terms and otherwise upon terms in accordance with rules or procedures and evidence then acceptable to the parties (the "Mediation"):

(a) the decision of the Mediator will not be binding upon the parties;

(b) the Mediation will be confidential and without prejudice to the respective rights of the parties in dispute;

(c) regardless of the outcome of the Mediation, no party will be obligated to pay more than its own cost of participation in the Mediation and one-half of the costs of the Mediator; and

(d) at any time after the appointment of the Mediator a party may, either in conjunction with or in the place of the Mediation, pursue all remedies otherwise available to the party in law or in equity under this Agreement.

PART 6

GENERAL

Further Assurances

6.1 Each party will, at its own expense and without expense to any other party, execute and deliver the further agreements and other documents and do the further acts and things as the other party reasonably requests to evidence, carry out or give full force and effect to the intent of this Agreement.

Assignment

6.2 Neither party may assign any right, benefit or interest in this Agreement without the prior written consent of the other party. Any purported assignment without such consent will be void.

Severability

6.3 If any one or more of the provisions contained in this Agreement or the application of any of them to a person or circumstance is held by a court to be illegal, invalid or unenforceable in respect of any jurisdiction, then to the extent so held, it is separate and severable from this Agreement but the validity, legality and enforceability of the provision will not in any way be affected or impaired in any other jurisdiction and the remainder of this Agreement or the application of the provision to persons or circumstances other than those to which it is held to be invalid, illegal or unenforceable is not affected unless the severing has the effect of materially changing the economic benefit of this Agreement to the Consultant and the CAO or the Company.

Waiver and Consent

6.4 No provision of this Agreement may be modified, waived or discharged unless the modification, waiver or discharge is agreed to in writing and signed by the Consultant, the CAO and on behalf of the Company by an officer specifically designated by the Board. No waiver by a party at any time or any breach by the other party of a term of this Agreement or of performance of an obligation to be performed by the other party under this Agreement is deemed to be a waiver of similar or dissimilar

terms or obligations at the same, any prior or subsequent time.

Notice

6.5 A notice, demand, request, statement or other evidence required or permitted to be given under this Agreement (a "notice") must be written. It will be sufficiently given if delivered to the address of a party set out on Page 1 and if

(a) delivered in person to the Consultant or the CAO either by certified mail or courier so that a delivery receipt is obtained, or

(b) delivered to the Company or the Board, as the case may be, either by certified mail or courier so that a delivery receipt is obtained.

At any time, a party may give notice to the other party of a change of address and after the giving of the notice, the address specified in the notice will be considered to be the address of the party for the purpose of this paragraph.

Any notice delivered or sent in accordance with this paragraph will be deemed to have been given and received

(a) if delivered, then on the day of delivery,

(b) if mailed, on the earlier of the day of receipt and the 7th business day after the day of mailing, or

(c) if sent by telex, telegram, facsimile, email, on the first business day following the transmittal date; however,

(d) if a notice is sent by mail and mail service is interrupted between the point of mailing and the destination by strike, slowdown, force majeure or other cause within three (3) days before or after the time of mailing, the notice will not be deemed to be received until actually received, and the party sending the notice will use any other service which has not been so interrupted or will deliver the notice in order to ensure prompt receipt.

Binding Effect

6.6 This Agreement will enure to the benefit of and be binding upon the parties hereto and their successors. This Agreement is non-assignable.

Governing Law

6.7 This Agreement will be interpreted under and is governed by the laws of the State of Delaware and the federal laws of the United States as applicable and, except for matters which cannot properly or lawfully be resolved by mediation pursuant to Section 5.1, the courts of the State of Delaware will have exclusive jurisdiction to entertain any action arising under this Agreement and the parties hereby attorn to the jurisdiction of those courts.

Time of Essence

6.8 Time is of the essence in the performance of each obligation under this Agreement.

Counterparts

6.9 This Agreement and any other written agreement delivered pursuant to this Agreement may be executed in any number of counterparts with the same effect as if all parties to this Agreement or such other written agreement had signed the same document and all counterparts will be construed together and will constitute one and the same instrument.

Entire Agreement

6.10 This Agreement constitutes the entire agreement between the parties in respect of the Services and supersedes and replaces all prior negotiations, written or oral understandings or agreements made between the parties.

Survival of Terms

6.11 The provisions of Sections 2.2, 2.3, 2.5, 3.1 to 3.7, 3.8, 4.3, 4.4, 5.1, 6.1, 6.2, 6.3, 6.4, 6.5, 6.6, 6.7, 6.8, and 6.10 and this Section 6.11, will survive the termination of this Agreement.

IN WITNESS WHEREOF the parties hereto have executed this Agreement effective as of the day and year first above-written.

180 LIFE SCIENCES CORP.

Per: /s/ Blair Jordan, Chief Executive Officer
Authorized Signatory

EVL CONSULTING, LLC.

Per: /s/ Eric Van Lent
Eric Van Lent

ERIC VAN LENT

/s/ Eric Van Lent

Appendix A – Services

Financial Reporting and Compliance

- Oversee the preparation of accurate, timely financial statements in compliance with GAAP standards, including but not limited to supervising external accountants, and working closely with auditors, legal counsel and other external parties
- Ensure adherence to all SEC reporting requirements, including filing of Forms 10-Q, 10-K, and 8-K.
- Monitor compliance with Nasdaq listing standards and provide timely updates to the board on regulatory changes.

Internal Controls and Risk Management

- Design, implement, and maintain a robust internal control framework to mitigate financial and operational risks; such control framework should be applicable to the Company's current state of development, and dynamic (i.e., expandable) as the Company grows.
- Conduct regular audits and reviews to ensure controls are effective and aligned with regulatory standards (e.g., SOX compliance).
- Collaborate with internal accountants and external auditors to resolve issues and maintain transparency.

Budgeting and Forecasting

- Lead the development of annual budgets, forecasts, and long-term financial plans when required by the Company.
- Analyze financial performance, variances, and trends to provide actionable insights to the executive team.
- Assist in identifying cost-saving opportunities and efficiency improvements.

Strategic Leadership

- As needed, serve as a key advisor to the CEO and board on financial strategies and risks.
- Provide insights on mergers, acquisitions, and other strategic transactions.
- Support investor relations by preparing financial information for use by the CEO and board when speaking to external investors and/or investment banks

Tax and Treasury Management

- Manage tax compliance and strategy, including federal, state, and international tax obligations.
- Oversee cash flow management and treasury operations to ensure liquidity and optimal capital structure, including primary responsibilities for AP/AR (mostly AP) and interfacing with contract accountants and external counterparties such as commercial banks
- Evaluate and implement financial systems and tools to streamline accounting and reporting processes.

Stakeholder Collaboration

- Work closely with legal, compliance, and operations teams to align financial policies with business objectives.
- Serve as the primary contact for auditors, tax advisors, and regulatory authorities.
- Partner with IT to ensure financial systems meet the company's evolving needs.

Special Projects and Ad-Hoc Analysis

- Lead special financial projects, including system implementations and process redesigns if required through the Company's growth.
- Conduct scenario analyses and provide insights to guide decision-making during economic uncertainties or market changes

- Active participation in M&A due diligence, financial analysis and financial modelling

Exhibit 10.2

EXECUTIVE CONSULTING AGREEMENT

made this 21st day of February 2025

AMONG

180 LIFE SCIENCES CORP.

AND

BLAIR JORDAN STRATEGY AND FINANCE CONSULTING INC.

AND

BLAIR JORDAN

TABLE OF CONTENTS

EXECUTIVE CONSULTING AGREEMENT

THIS AGREEMENT is dated February 21, 2025, and effective as of January 1, 2025 (the "Effective Date"). This Agreement amends, supersedes and replaces that certain Executive Consulting Agreement between the Company, Consultant and CEO dated May 7, 2024 (the "Prior Agreement"), for all purposes as of the Effective Date.

AMONG:

180 LIFE SCIENCES CORP., a corporation duly incorporated under the laws of Delaware, having a place of business at 3000 El Camino Real, Bldg. 4, Suite 200 Palo Alto, CA

(the "Company")

OF THE FIRST PART

AND:

BLAIR JORDAN STRATEGY AND FINANCE CONSULTING INC., a corporation duly incorporated under the laws of British Columbia, having offices at 244-2035 Glenaire Drive, North Vancouver, B.C. Canada V7P 1Y2

(the "Consultant")

OF THE SECOND PART

BLAIR JORDAN, an individual residing at 244-2035 Glenaire Drive, North Vancouver, B.C. Canada V7P 1Y2

(the "CEO")

OF THE THIRD PART

WHEREAS:

(A) the Company is a Nasdaq listed company with both biotechnology assets, which are currently being reviewed for potential sale or partnership, and a Gaming Technology Platform, which the Company currently intends to operationalize through various acquisitions and/or organic development of relevant components;

(B) the Consultant is wholly-owned and controlled by the CEO;

(C) the Company and the Consultant have mutually agreed to evidence the terms of the engagement of the services of the Consultant by the Company by this Agreement which is to supersede all prior discussions and negotiation between the parties, whether written or oral, including, but not limited to the Prior Agreement; and

(D) the Consultant will direct the CEO to provide the services of Chief Executive Officer to the Company throughout the term in order to fulfill its obligations hereunder.

WITNESSETH that the parties mutually agree as follows:

PART 1

INTERPRETATION

Interpretation

1.1 For all purposes of this Agreement, except as otherwise expressly provided or unless the context otherwise requires,

(i) this "Agreement" means this executive consulting agreement as may from time to time be supplemented or amended by one or more agreements entered into pursuant to the applicable provisions hereof,

(ii) "Parties" means the Company, the Consultant and the CEO,

(iii) the words "herein", "hereof" and "hereunder" or similar terms refer to this Agreement as a whole and not to any particular paragraph, subparagraph or other subdivision of this Agreement,

(iv) all dollar amounts in this Agreement are expressed in American dollars,

(v) a reference to an entity includes any entity that is a successor to such entity,

(vi) the headings of this Agreement are for convenience only and are not intended as a guide to interpretation of this Agreement or any portion hereof,

(vii) a reference to a statute includes all regulations made pursuant thereto, all amendments to the statute or regulations in force from time to time, and any statute or regulation which supplements or supersedes such statute or regulations, and

(viii) the "Board" means the board of directors of the Company as from time to time constituted.

Engagement

1.2 The Company hereby engages the Consultant and the Consultant hereby agrees to provide consulting services to the Company upon and subject to the terms and conditions of this Agreement.

1.3 Concurrently with the Consultant's performance of the Services, the Company acknowledges that the CEO may have other business involvements, business interests and sources of business income, including from parties with which the Company may or may not have a relationship. The CEO is permitted to undertake such activities and retain all compensation received from these activities provided that such activities do not prevent, inhibit or impair the Consultant and the CEO from meeting their obligations under this Agreement.

1.4 The Consultant and the CEO hereby promises to perform and discharge faithfully the services which may be requested from the Consultant and CEO from time to time by the Company and duly authorized representatives of the Company, including the Board of Directors (the "Services"). The Consultant and CEO shall provide the

Services required hereunder in a diligent and professional manner.

1.5 All services provided by the Consultant and CEO hereunder shall be in full compliance with all applicable laws and regulations.

1.6 At all times that the Company is subject to reporting obligations with the Securities and Exchange Commission ("SEC"), (a) CEO shall use his best efforts to maintain the Company's compliance with all rules and regulations of the SEC and reporting requirements for publicly traded companies under the Securities Exchange Act of 1934, as amended; and (b) CEO shall comply, and cause the Company to comply, with the then-current good corporate governance standards and practices as prescribed by the SEC, any exchange on which the Company's capital stock or other securities may be traded and any other applicable governmental entity, agency or organization.

Term

1.7 This Agreement will be effective on the Effective Date. This Agreement and the Services will continue until December 31, 2026, unless otherwise terminated pursuant to the terms under Part 4 (the "Term"). In the event that the Parties have not agreed to an extension or termination of this Agreement with at least 30 days written notice at the end of the Term of this Agreement, this Agreement shall automatically renew for successive terms of one (1) year upon the expiration of the primary term or any renewal. For the sake of clarity, either party may terminate this Agreement prior to the 30-day written notice period.

1.8 The CEO will act under the title of "Chief Executive Officer" of the Company, or such other titles or position as advised by the Board, and will report to the Board. The CEO will receive all remuneration and other benefits of such offices only through the Consultant.

Responsibilities

1.7 The CEO's responsibilities will be those typically handled by the Chief Executive Officer of a public reporting company of similar size, and in a similar situation to the Company.

General Responsibilities

1.8 During the term of this Agreement, the CEO will

(i) diligently perform the Services arising under this Agreement to the best of his skill and ability, and

(ii) attend to duties at the specific times and days as reasonably directed by the Company, excepting holidays (which will be a maximum of 20 paid days on an annualized basis under the Agreement), absence due to sickness and other authorized absences as set out in this Agreement.

PART 2

COMPENSATION

Fees

2.1 The Company will pay the Consultant an annual consulting fee of $240,000, to be paid in twelve, equal monthly installments, with each installment payable monthly in arrears, in respect of the Services (the "Fee"). No deductions from source will be made on account of income taxes or employment insurance. All payments made pursuant to this Agreement will be made to the Consultant.

Incentive Bonus and Equity Grant

2.2 The Company may pay the Consultant or the CEO, an incentive bonus of up to 100% of the Fee (the "Incentive Bonus") in the form of cash or equity to be determined solely by the Compensation Committee in consultation with the CEO.

2.3 Additional bonus payments in 2025, if any, and subsequent bonus payments in 2026 from the Company to the Consultant or CEO under this Agreement will be based on criteria to be determined by the Compensation Committee of the Board and communicated to the Consultant and the CEO.

2.4 Notwithstanding anything else herein, nothing herein shall prohibit the Board or the Compensation Committee from paying bonuses to the Consultant or CEO from time to time in cash or equity, in their sole discretion. Additionally, any bonus earned herein shall be paid by March 15th of the year following the date it is earned.

2.5 The CEO shall be granted 160,000 shares of restricted common stock (the "Shares"), subject to the following vesting schedule, subject to approval of the Board of Directors and the Compensation Committee of the Board of Directors, under the Company's Third Amended and Restated 180 Life Sciences Corp. 2022 Omnibus Incentive Plan, with such Shares to be evidenced and documented by the entry by the Company and the CEO into a Notice of Restricted Stock Grant and Restricted Stock Grant Agreement (collectively, the "Equity Grant"):

2.6 80,000 Shares to vest on January 1, 2026, subject to the CEO's continued service to the Company on such vesting date; and

2.7 80,000 Shares to vest on December 31, 2026, subject to the CEO's continued service to the Company on such vesting date.

Vesting of Shares

2.8 The Shares will be subject to accelerated vesting and forfeiture as set forth in the Notice of Restricted Stock Grant and Restricted Stock Grant Agreement.

2.9 In the event that this Agreement is terminated by us without "cause" or by Consultant for "good reason", we are required to pay Consultant (i) the same payments and benefits which Consultant is entitled to receive in connection with a termination without "cause" (as discussed below), (ii) the Equity Grant and all Options and Shares then outstanding and scheduled to vest within one (1) year of termination will immediately vest, and (iii) the treatment of Equity Grant and all Options and Shares then outstanding and scheduled to vest outside of one (1) year from termination will be determined solely by the Compensation Committee.

2.10 The Company will promptly reimburse any reasonable out-of-pocket expenses of the Consultant or the CEO upon presentation of appropriate vouchers and invoices, including but not limited to travel, lodging and business entertainment expenses, pursuant to the Company's reimbursement policies in effect from time to time (collectively, the "Expenses").

Independent Contractor

2.11 The Consultant's relationship with the Company shall be that of an independent contractor and not that of an employee. Accordingly, the Consultant, as well as the CEO, will not be eligible for any employee benefits, other than as specifically provided for herein.

2.12 It is the express intention of the Company and Consultant and CEO that Consultant perform the Services as an independent contractor to the Company. Nothing in this Agreement shall in any way be construed to constitute Consultant or CEO as an agent or employee of the Company. Consultant and CEO acknowledge and agree that Consultant and CEO are obligated to report as income all compensation received by Consultant and CEO pursuant to this Agreement. Consultant and CEO agree to and acknowledge the obligation to pay all self-employment and other taxes on such income.

2.13 The Company makes no representations or warranties with respect to the tax consequences of the payments and any other consideration provided to Consultant under the terms of this Agreement. Consultant agrees and understands that it is responsible for payment, if any, of local, state, and/or federal taxes on the payments and any other consideration provided hereunder by the Company and any penalties or assessments thereon. Consultant agrees to indemnify and hold harmless the Company and its affiliates and their directors, officers and employees from and against all taxes, losses, damages, liabilities, costs and expenses, including attorneys' fees and other legal expenses, arising from or in connection with (i) any obligation imposed on the Company to pay withholding taxes or similar items, or (ii) any determination by a court or agency that the Consultant is not an independent contractor pursuant to this Agreement.

PART 3

THE CONSULTANT'S AND THE CEO'S ADDITIONAL COVENANTS AND REPRESENTATIONS

Confidential Information

3.1 The Consultant and the CEO acknowledge that in the course of performing the Services the Consultant and the CEO will have access to and be entrusted with confidential information and trade secrets of the Company (collectively the "Confidential Information") relating to the business affairs, customers, suppliers, technology, proprietary rights, patents, research, plans, research data, marketing techniques, manufacturing methods, procedures and techniques, industrial designs, inventions, improvements, discoveries and routines concerning the Company, its business and those of its affiliates and of its customers and their particular business requirements, and that the disclosure of any of such Confidential Information to competitors of the Company or the general public may be highly detrimental to the interests of the Company or its affiliates, as the case may be, and the Consultant and the CEO each agree to maintain the utmost confidentiality respecting the Confidential Information.

The Consultant and the CEO further acknowledge that in the course of performing the Services they might, from time to time, be a representative of the Company in negotiations and discussions with other parties and as such will be significantly responsible for maintaining or enhancing the goodwill of the Company and its affiliates.

The Consultant and the CEO further acknowledge that the right to maintain the confidentiality of the Confidential Information and the right to preserve the Company's goodwill are proprietary rights which the Company is entitled to protect.

Consultant and CEO agree that it/he shall surrender to the Company and/or destroy all documents and materials in its/his possession or control which contain Confidential Information and which are the property of the Company upon the termination of this Agreement.

No Disclosure

3.2 The Consultant and the CEO will not, during the term of this Agreement or at any time thereafter, disclose any of the Confidential Information to any person, nor will the Consultant and the CEO use the Confidential Information for any purpose other than to complete the Services, nor will either disclose or use for any purpose other than in the best interests of the Company or its affiliates the private affairs of the Company or its affiliates or any other confidential or proprietary information which it might acquire during the course of performing the Services, except:

(i) with the prior written authorization of the Board,

(ii) as required to carry out the purposes of this Agreement,

(iii) as otherwise permitted under this Agreement, or

(iv) where the Confidential Information is in or comes into the public domain through no act or omission of the Consultant and/or the CEO.

3.3 Notwithstanding any other term of this Agreement (including this Part 3, (a) the Consultant and CEO may respond to a lawful and valid subpoena or other legal process relating to the Company or its business or operations; provided that the Consultant and/or CEO shall: (i) give the Company the earliest possible notice thereof; (ii) as far in advance of the return date as possible, at the Company's sole cost and expense, make available to the Company and its counsel the documents and other information sought; and (iii) at the Company's sole cost and expense, assist such counsel in resisting or otherwise responding to such process, and (b) the Consultant's and CEO's reporting of possible violations of federal law or regulation to any governmental agency or entity in accordance with the provisions of and rules promulgated under Section 21F of the Securities Exchange Act of 1934, as amended (the "Exchange Act"), or any other whistleblower protection provisions of state or federal law or regulation shall not violate or constitute a breach of this Agreement. Nothing contained in this Agreement (or any exhibit hereto) shall be construed to prevent the Consultant or CEO from reporting any act or failure to act to the Securities and Exchange Commission or other governmental body or prevent the Consultant from obtaining a fee as a "whistleblower" under Rule 21F-17(a) under the Exchange Act or other rules or regulations implemented under the Dodd-Frank Wall Street Reform Act and Consumer Protection Act.

No Competition & Notice of Conflict

3.4 Consultant and CEO certify that neither have any outstanding agreement or obligation that conflicts with any of the provisions of this Agreement or that would preclude Consultant and CEO from complying with the provisions of this Agreement. Consultant and CEO further certifies that Consultant and CEO will not enter into

any such conflicting agreement during the Term of this Agreement. Prompt disclosure is required by Consultant and CEO if they undertake any activity which may conflict with any of the provisions of this Agreement, the Services, or be adverse to the Company's interests.

3.5 If the Board, acting reasonably, determines that the Consultant or the CEO is engaging in an activity which it deems to be a conflicting activity, then the Company will so advise the Consultant or the CEO, as applicable, in writing and the Consultant or the CEO, as applicable, will, as soon as possible in order to minimize any injury to the Company and in any event no longer than 10 days, or such longer period as the Company and the Consultant or the CEO may agree upon, after receipt of notice,

(i) discontinue the activity, and

(ii) certify in writing to the Company that it has discontinued the conflicting activity including where appropriate by sale or other disposition or by transfer of all such interests, except a beneficial interest, into a "blind trust" or other fiduciary arrangement over which the Consultant and/or the CEO has no control, direction or discretion; or

advise the Company that it disputes the conflict and the matter will be referred to mediation or arbitration as set out under Part 5.

Company's Proprietary Rights

3.6 Notwithstanding anything else in this Agreement, it is expressly acknowledged and understood by the Consultant and the CEO that all of the work product of the Consultant and the CEO while performing the Services pursuant to the terms hereof will belong to the Company absolutely, and notwithstanding the generality of the foregoing, all patents, inventions, improvements, notes, documents, correspondence, produced by the Consultant and the CEO while performing the Services will be the exclusive property of the Company. The Consultant and the CEO further agree to execute without delay or further consideration any patent assignments, conveyances, other documents and assurances as may be necessary to effect this provision.

Special Remedies

3.7 The Consultant and the CEO acknowledge his obligations under this Part 3 are of a special character and that in the event of any conduct by the Consultant and the CEO in violation of this Agreement or any of these obligations, the Company may sustain irreparable injury for which monetary damages will not provide an adequate remedy. Accordingly, the Consultant and the CEO agree that in addition to other remedies and damages available to the Company at law or otherwise and if the Company so elects, the Company is entitled:

(i) to institute and prosecute proceedings either at law or in equity in any court of competent jurisdiction, against the Consultant and/or the CEO: (i) to obtain damages for the conduct, (ii) to enforce specific performance, (iii) to enjoin the Consultant, the CEO, any principal, partner, agent, servant, employer and employee of the Consultant, and any other person acting for, on behalf of or in conjunction with the Consultant from the conduct, or (iv) to obtain any other relief or any combination of the foregoing which the Company may elect to pursue.

3.8 If any restriction as to time, area, capacity or activity imposed on the Consultant and the CEO by this Agreement is finally determined by a Court of competent jurisdiction to be unenforceable (the "Offending Restriction"), the Consultant and the CEO agree that upon written notice from the Company specifying for inclusion in this Agreement a lesser time or area, fewer capacities or an activity of lesser scope than now contained in this Agreement (the "Lesser Restriction"), this Agreement will be deemed to be amended by the substitution of the Lesser Restriction for the Offending Restriction insofar as is lawfully enforceable.

The Consultant's Representations

3.9 The Consultant and the CEO hereby confirm to the Company that the information about the Consultant and the CEO contained in the written resumé previously provided to the Company is materially accurate and omits nothing which would render any information contained therein misleading. The Consultant and the CEO consent to the Company making such background checks about the Consultant and the CEO as it deems necessary. The Consultant and the CEO further represent that this Agreement does not conflict with any agreement, arrangement or other legal obligation to any previous employer or other person to which any duty or obligation is owed.

PART 4

TERMINATION

Termination

4.1 Prior to the end of the Term, subject to Section 4.2 and Section 4.3, this Agreement may be terminated on the effective termination date as set out in any agreement between the Company and the Consultant and the CEO for voluntary termination.

4.2 The Consultant may terminate this Agreement: (a) for "good reason" (meaning, without the Consultant's consent, the failure of the Company to pay any Compensation pursuant to this Agreement when due or to perform any other obligation of the Company under the Agreement, or the introduction of a requirement to be physically present in an office that is not located in Vancouver, British Columbia); provided, however, prior to any such termination by the Consultant for "good reason", Consultant must first advise the Company in writing (within 90 days of the occurrence of such event) and provide the Company with 30 days to cure, and such Agreement must be terminated within 30 days after the Company's failure to cure; (b) for any reason without "good reason"; and (c) upon expiration of the initial term of the agreement (or any renewal) upon notice as provided above.

4.3 If the Agreement is terminated by the Consultant for "good reason", or by the Company without "just cause" (as discussed below)(other than due to death or disability), Consultant will be paid, in lump sum on the thirtieth day following such termination, a severance payment equal to (i) half of the then current annualized Fee, in the event such termination occurs during the first twelve months of the Agreement (six months of pay at annualized Fee) and 100% of the then current annualized Fee, in the event such termination occurs after the first twelve months of the Agreement, together with all outstanding Expenses and pro-rated Fee (through the date of termination), any unvested portion of the Equity Grant scheduled to vest within one (1) year of termination shall vest upon such termination, and the treatment of any unvested portion of the Equity Grant scheduled to vest outside of one (1) year of termination will be determined solely by the Compensation Committee (collectively, the "Extended Obligations"); (ii) any unpaid annual cash bonus in respect of any completed fiscal year that has ended prior to the date of such termination with such amount determined based on actual performance during such fiscal year as determined by the compensation committee; and (iii) immediate vesting of any and all equity or equity-related awards (does not include the Equity Grant described in section 2.5 of this Agreement) previously awarded to the Consultant that vest solely on the service

of the CEO and Consultant. Any equity awards that vest based on various performance metrics will be vested only if such performance metrics have been met at the time of termination of service and will be determined solely by the Compensation Committee

4.4 If the Agreement is terminated without "good reason" by the Consultant, the Consultant is entitled to the Accrued Liabilities (as defined in Section 4.9 below), and any equity awards or equity-related awards that are not vested as of the date of termination will be cancelled and forfeited and any vested awards will be exercisable pursuant to their terms.

4.5 The Company may terminate this Agreement at any time (a) for "just cause" (as discussed below); or (b) for any reason other than "just cause".

4.6 Any amount due to Consultant hereunder under Section 4.3 or 4.4 shall be paid to Consultant within 15 days of the date of termination of this Agreement and any amount due to Consultant hereunder under Section 4.3 shall be paid to Consultant within 30 days of the termination of this Agreement.

Termination for Just Cause and Other Events of Early Termination

4.7 Despite any other term of this Agreement to the contrary, this Agreement may be terminated by the Company without notice upon:

(i) the death or physical or mental incapacity of the CEO and as a result of which the CEO is unable to perform the Services for a period in excess of 60 days;

(ii) in the event the CEO or a related party to the CEO ceases to own or control 100% of the shares of the Consultant;

(iii) the receipt by the Consultant and the CEO of written notice from the Board terminating this Agreement for just cause where "just cause" means any of the following events:

i. any material or persistent breach by the Consultant or the CEO of the terms of this Agreement;

ii. the conviction of the Consultant or the CEO of a felony offence, or the equivalent in a non-American jurisdiction, or of any crime involving moral turpitude, fraud or misrepresentation, or misappropriation of money or property of the Company or any affiliate of the Company,

iii. a wilful failure or refusal by the Consultant or the CEO to satisfy its respective obligations to the Company under this Agreement including without limitation, specific lawful directives, reasonably consistent with this Agreement, or requests of the Board,

iv. any negligent or wilful conduct or omissions of the Consultant or the CEO that directly results in substantial loss or injury to the Company,

v. fraud or embezzlement of funds or property, or misappropriation involving the Company's assets, business, customers, suppliers, or employees,

vi. any failure to comply with any of the Company's written policies and procedures, including, but not limited to, the Company's Corporate Code of Ethics and Insider Trading Policy,

vii. however, no termination is deemed to be for just cause under this Agreement, except for termination for a conviction under the second subsection of Section 4.7(ii), or an act constituting just cause which has already occurred and which is ascertained to have caused the Company a financial loss or loss of goodwill, unless the Board first gives written notice to the Consultant and the CEO, as applicable, advising of the acts or omissions that constitute failure or refusal to perform its obligations and that failure or refusal continues after the Consultant and the CEO, as applicable, has had thirty (30) days to correct the acts or omissions as set out in the notice, if such acts or omissions are correctable.

Effect on Termination under Section 4.7

4.8 If the Company terminates this Agreement pursuant to Section 4.7, then the Consultant is not entitled to receive and the Company will not pay any fee, damages or other sums as a consequence of the termination except for the Accrued Liabilities as defined in Section 4.9 below and the Consultant will cause the CEO to resign from any office with the Company or an affiliate which the Company cannot by itself lawfully terminate.

Termination due to Death or Disability

4.9 If this Agreement is terminated due to the CEO's death or disability pursuant to Section 4.7(i) above, the Consultant, or the CEO's estate or his beneficiaries, as the case may be, will be entitled to receive (i) any accrued but unpaid Fee through the date of termination, any unpaid or unreimbursed expenses incurred in accordance with the terms of the Agreement, (collectively, the "Accrued Liabilities"); (ii) any unpaid annual cash bonus in respect of any completed fiscal year that has ended prior to the date of such termination, with such amount determined based on actual performance during such fiscal year as determined by the Company's Compensation Committee on the sixtieth day following termination; (iii) a lump sum payment of any non-discretionary annual cash bonus that would have been payable based on actual performance with respect to the year of termination in the absence of the CEO's death or disability, pro-rated for the period that the CEO worked prior to his death or disability, and payable at the same time as the bonus would have been paid in the absence of the CEO's death or disability; and (iv) immediate vesting of any and all equity or equity-related awards previously awarded to the Consultant, irrespective of the type of award.

Return of Property

4.10 On the effective termination date, the Consultant and the CEO will deliver to the Company, in a reasonable state of repair, all property including without limitation, all copies, extracts and summaries, whether in written, digital, magnetic or electronic form, of documents and information of the Company in the possession or under the control or direction of the Consultant and the CEO as at the termination date.

Resignation of Director and Officer

4.11 Upon termination hereof the CEO will immediately resign as an officer and, if applicable, director of the Company and of any subsidiaries or affiliates, and of any other entity where he has been appointed or nominated by the Company or the Consultant.

Release

4.12 Notwithstanding any provision herein to the contrary, and as a condition precedent to payment of any amount or provision of any benefit pursuant to Section 4 (other than payment of any Accrued Obligations) (the "Severance Benefits"), Consultant and CEO or CEO's estate, as applicable, shall execute and shall not rescind, a release in favor of the Company and all related companies, individuals, and entities, in a form satisfactory to the Company, and any revocation period applicable to such release must have expired as of the sixtieth (60^{th}) day following Consultant's and/or CEO's termination of engagement If Consultant and CEO (or CEO's estate, as applicable) fail to execute the release in such a timely manner so as to permit any revocation period to expire prior to the end of such sixty (60) day period, or timely revoke their acceptance of such release following its execution, Consultant and/or CEO shall not be entitled to any of the applicable Severance Benefits. Further, to the extent that (i) such termination of consultancy occurs within sixty (60) days of the end of any calendar year, and (ii) any of the Severance Benefits constitutes "nonqualified deferred compensation" for purposes of Section 409A, any payment of any amount or provision of any benefit otherwise scheduled to occur prior to the sixtieth (60^{th}) day following the date of Consultant's and/or CEO's termination of consulting services hereunder, but for the condition on executing the release as set forth herein, shall not be made prior to the first day of the second calendar year, after which any remaining Severance Benefits shall thereafter be provided to Consultant according to the applicable schedule set forth herein.

Post-Termination Non-Compete, Non-Solicitation.

4.13 Upon termination of this Agreement or for any reason other than "good reason" by Consultant or the Company without "just cause" , Consultant and CEO agree that, for a period ending six 6 months from the date of his termination, Consultant and CEO shall not (except on behalf of the Company or with the prior written consent of the Company), directly or indirectly, (i) engage in the business in which the Company is engaged or proposes to be engaged (the "Company Business"), within the Restricted Territory (as defined below), (ii) interfere with the Company Business or the business of any Affiliate, or (iii) own, manage, control, participate in, consult with, render services for or in any manner engage in or represent any business within the Restricted Territory that is competitive with the Company Business or the business of any Affiliate thereof or any product of the Company or any Affiliate, as such business is conducted or proposed to be conducted from and after the date of this Agreement. As used in this Agreement, the term "Restricted Territory" means the United States of America. Nothing herein shall prohibit Consultant or CEO from being a passive owner of not more than five percent (5%) of the outstanding stock of any class of a corporation that is competitive with the Company Business and which is publicly traded, so long as Consultant has no active participation in the business of such corporation. "Affiliate" means any entity that, directly or indirectly through one or more intermediaries, controls, is controlled by, or is under common control with, the Company.

Upon termination of this Agreement or for any reason other than by the Consultant for "good reason" or the Company without "just cause", Consultant and CEO agree that, for a period ending one (1) year from the date of the termination of the Agreement, Consultant and CEO shall not directly or indirectly through another person or entity (i) induce or attempt to induce any employee or consultant of the Company or any Affiliate of the Company to leave the employ of the Company or such Affiliate, or in any way interfere with the relationship between the Company or any such Affiliate, on the one hand, and any employee or consultant thereof, on the other hand, (ii) hire or engage as a consultant or otherwise any person who is or was an employee or consultant of the Company or any Affiliate thereof until six (6) months after such individual's employment or consulting relationship with the Company or such Affiliate has been terminated or (iii) induce or attempt to induce any customer, supplier, subcontractor, licensee or other business relation of the Company or any Affiliate to cease doing business with the Company or such Affiliate, or in any way interfere with the relationship between any such customer, supplier, subcontractor, licensee or business relation, on the one hand, and the Company or any Affiliate, on the other hand.

PART 5

RESOLUTION OF DISPUTES

Mediation

5.1 The parties will, in good faith, use their best efforts to resolve any dispute arising under or in connection with this Agreement among themselves. If the parties are unable to resolve such a dispute, then before recourse to arbitration, except for a matter that would justify the granting of a preliminary injunction, the parties will jointly refer the matter to a mutually acceptable third party ("Mediator") to mediate the matter in dispute between the parties upon the following terms and otherwise upon terms in accordance with rules or procedures and evidence then acceptable to the parties (the "Mediation"):

(i) the decision of the Mediator will not be binding upon the parties;

(ii) the Mediation will be confidential and without prejudice to the respective rights of the parties in dispute;

(iii) regardless of the outcome of the Mediation, no party will be obligated to pay more than its own cost of participation in the Mediation and one-half of the costs of the Mediator; and

(iv) at any time after the appointment of the Mediator a party may, either in conjunction with or in the place of the Mediation, pursue all remedies otherwise available to the party in law or in equity under this Agreement.

PART 6

GENERAL

Further Assurances

6.1 Each party will, at its own expense and without expense to any other party, execute and deliver the further agreements and other documents and do the further acts and things as the other party reasonably requests to evidence, carry out or give full force and effect to the intent of this Agreement.

Assignment

6.2 Except as described in Section 4.8, neither party may assign any right, benefit or interest in this Agreement without the prior written consent of the other party. Any purported assignment without such consent will be void.

Severability

6.3 If any one or more of the provisions contained in this Agreement or the application of any of them to a person or circumstance is held by a court to be illegal, invalid or unenforceable in respect of any jurisdiction, then to the extent so held, it is separate and severable from this Agreement but the validity, legality and enforceability of the provision will not in any way be affected or impaired in any other jurisdiction and the remainder of this Agreement or the application of the provision to persons or circumstances other than those to which it is held to be invalid, illegal or unenforceable is not affected unless the severing has the effect of materially changing the economic benefit of this Agreement to the Consultant and the CEO or the Company.

Waiver and Consent

6.4 No provision of this Agreement may be modified, waived or discharged unless the modification, waiver or discharge is agreed to in writing and signed by the Consultant, the CEO and on behalf of the Company by an officer specifically designated by the Board. No waiver by a party at any time or any breach by the other party of a term of this Agreement or of performance of an obligation to be performed by the other party under this Agreement is deemed to be a waiver of similar or dissimilar terms or obligations at the same, any prior or subsequent time.

Notice

6.5 A notice, demand, request, statement or other evidence required or permitted to be given under this Agreement (a "notice") must be written. It will be sufficiently given if delivered to the address of a party set out on Page 1 and if

(i) delivered in person to the Consultant or the CEO either by certified mail or courier so that a delivery receipt is obtained, or

(ii) delivered to the Company or the Board, as the case may be, either by certified mail or courier so that a delivery receipt is obtained.

At any time, a party may give notice to the other party of a change of address and after the giving of the notice, the address specified in the notice will be considered to be the address of the party for the purpose of this paragraph.

Any notice delivered or sent in accordance with this paragraph will be deemed to have been given and received:

(a) if delivered, then on the day of delivery,

(b) if mailed, on the earlier of the day of receipt and the 7th business day after the day of mailing, or

(c) if sent by telex, telegram, facsimile, email, on the first business day following the transmittal date; however,

(d) if a notice is sent by mail and mail service is interrupted between the point of mailing and the destination by strike, slowdown, force majeure or other cause within three (3) days before or after the time of mailing, the notice will not be deemed to be received until actually received, and the party sending the notice will use any other service which has not been so interrupted or will deliver the notice in order to ensure prompt receipt.

Binding Effect

6.6 This Agreement will enure to the benefit of and be binding upon the parties hereto and their successors. This Agreement is non-assignable.

Governing Law

6.7 This Agreement will be interpreted under and is governed by the laws of the State of Delaware and the federal laws of the United States as applicable and, except for matters which cannot properly or lawfully be resolved by mediation pursuant to Section 5.1, the courts of the State of Delaware will have exclusive jurisdiction to entertain any action arising under this Agreement and the parties hereby attorn to the jurisdiction of those courts.

Time of Essence

6.8 Time is of the essence in the performance of each obligation under this Agreement.

Counterparts

6.9 This Agreement and any other written agreement delivered pursuant to this Agreement may be executed in any number of counterparts with the same effect as if all parties to this Agreement or such other written agreement had signed the same document and all counterparts will be construed together and will constitute one and the same instrument.

Entire Agreement

6.10 This Agreement constitutes the entire agreement between the parties in respect of the Services and supersedes and replaces all prior negotiations, written or oral understandings or agreements made between the parties, including, but not limited to the Prior Agreement.

6.11 Clawback. Notwithstanding any provision in this Agreement to the contrary, any portion of the payments and benefits provided under this Agreement, as well as any other payments and benefits which the Consultant or CEO receives pursuant to a Company plan or other arrangement, shall be subject to a clawback (a) to the extent necessary to comply with the requirements of the Dodd-Frank Wall Street Reform and Consumer Protection Act or any Securities and Exchange Commission rule or any other applicable law; and/or (b) any policy adopted by the Company and applicable generally to Consultant and CEO and other officers of the Company, relating to the recovery of compensation granted, paid, delivered, awarded or otherwise provided to Consultant or CEO by the Company or its subsidiaries or any of their respective

affiliates, as applicable, as may be amended from time to time.

Survival of Terms

6.12 The provisions of Sections 2.1 to 2.9, 3.1 to 3.8, 4.4 to 4.13, 5.1, 6.1, 6.2, 6.3, 6.4, 6.5, 6.6, 6.7, 6.10, 6.11, and this Section 6.12, will survive the termination of this Agreement.

[Remainder of page left intentionally blank. Signature page follows].

IN WITNESS WHEREOF the parties hereto have executed this Agreement effective as of the day and year first above-written.

180 LIFE SCIENCES CORP.

Per: */s/ Jay Goodman*
Jay Goodman
Chairperson of the Compensation Committee

BLAIR JORDAN STRATEGY AND FINANCING CONSULTING INC.

Per: */s/ Blair Jordan*
Blair Jordan
CEO

BLAIR JORDAN

/s/ Blair Jordan

Restricted Stock Grant Number XX-XXXX

180 LIFE SCIENCES CORP.

2022 OMNIBUS INCENTIVE PLAN

NOTICE OF RESTRICTED STOCK GRANT

Capitalized but otherwise undefined terms in this Notice of Restricted Stock Grant and the attached Restricted Stock Grant Agreement shall have the same defined meanings as in the 180 Life Sciences Corp. 2022 Omnibus Incentive Plan (as amended and restated from time to time) (the "**Plan**").

Grantee Name: _____

Address: _____

You have been granted shares of restricted Common Stock (the "**Restricted Stock**" or the "**Shares**") subject to the terms and conditions of the Plan and the attached Restricted Stock Grant Agreement, as follows:

Date of Grant:	_____
Vesting Commencement Date:	_____
Price Per Share:	_____
Total Number of Shares Granted:	_____
Total Value of Shares Granted:	_____
Total Purchase Price:	**$__, Issued In Consideration For Services**
Agreement Date:	_____
Vesting Schedule:	**The Shares shall vest at the rate of 1/2 of such Shares on each of [●] and [●], subject to the Grantee's continued service with the Company on such vesting dates.**

Restricted Stock Grant Number XX-XXXX

180 LIFE SCIENCES CORP.

2022 OMNIBUS INCENTIVE PLAN

RESTRICTED STOCK GRANT AGREEMENT

This **RESTRICTED STOCK GRANT AGREEMENT** ("**Agreement**"), dated as of the Agreement Date specified on the Notice of Restricted Stock Grant is made by and between 180 Life Sciences Corp., a Delaware corporation (the "**Company**"), and the grantee named in the Notice of Restricted Stock Grant (the "**Grantee,**" which term as used herein shall be deemed to include any successor to Grantee by will or by the laws of descent and distribution, unless the context shall otherwise require).

BACKGROUND

Pursuant to the Plan, the Board (or an authorized Committee thereof), approved the issuance to Grantee, effective as of the date set forth above, of an award of the number of shares of Restricted Stock as is set forth in the attached Notice of Restricted Stock Grant (which is expressly incorporated herein and made a part hereof, the "**Notice of Restricted Stock Grant**") at the purchase price per share of Restricted Stock (the "**Purchase Price**"), if any, set forth in the attached Notice of Restricted Stock Grant, upon the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the mutual premises and undertakings hereinafter set forth, the parties agree as follows:

1. **Grant and Purchase of Restricted Stock**. The Company hereby grants to Grantee, and Grantee hereby accepts the Restricted Stock set forth in the Notice of Restricted Stock Grant, subject to the payment by Grantee of the total purchase price, if any, set forth in the Notice of Restricted Stock Grant.

2. **Stockholder Rights.**

(a) Voting Rights. Until such time as all or any part of the Restricted Stock are forfeited to the Company under this Agreement, if ever, Grantee (or any successor in interest) has the rights of a stockholder, including voting rights, with respect to the Restricted Stock subject, however, to the transfer restrictions or any other restrictions set forth in the Plan.

(b) Dividends and Other Distributions. During the period of restriction, Participants holding Restricted Stock are entitled to all regular cash dividends or other distributions paid with respect to all shares while they are so held. If any such dividends or distributions are paid in shares, such shares will be subject to the same restrictions on transferability and forfeitability as the Restricted Stock with respect to which they were paid.

Restricted Stock Grant Number XX-XXXX

3. **Vesting of Restricted Stock**.

(a) The Restricted Stock are restricted and subject to forfeiture until vested. The Restricted Stock which have vested and are no longer subject to forfeiture are referred to as "**Vested Shares.**" All Restricted Stock which have not become Vested Shares are referred to as "**Nonvested Shares.**"

(b) Restricted Stock will vest and become nonforfeitable in accordance with the vesting schedule contained in the Notice of Restricted Stock Grant.

(c) Any Nonvested Shares will automatically vest and become nonforfeitable if Grantee's service with the Company ceases owing to the Grantee's death.

(d) In the event that Grantee is an executive officer or employee of the Company at the time of termination, any Nonvested Shares will vest and become nonforfeitable upon the termination of Grantee's status as an executive officer of the Company, either (i) by the Company other than for Cause (as defined below); or (ii) by the Grantee, for "**good reason**", as defined or described in any employment or service agreement between the Company and the Grantee, and only to the extent such employment or service agreement provides for a "**good reason**" termination. Except as expressly set forth herein, or in any employment or service agreement between the Company and Grantee, any Nonvested Shares will be automatically forfeited to the Company for no consideration upon the later of (a) the termination of Grantee's employment with the Company; and (b) the termination of Grantee's status as an executive officer of the Company.

(e) Terms used in Section 3 and Section 4 have the following meanings:

(i) "**Cause**" has the meaning ascribed to such term or words of similar import in Grantee's written employment or service contract with the Company or its subsidiaries and, in the absence of such agreement or definition, means Grantee's (i) conviction of, or plea of nolo contendere to, a felony or crime involving moral turpitude; (ii) fraud on or misappropriation of any funds or property of the Company or its subsidiaries, or any affiliate, customer or vendor; (iii) personal dishonesty, incompetence, willful misconduct, willful violation of any law, rule or regulation (other than minor traffic violations or similar offenses), or breach of fiduciary duty which involves personal profit; (iv) willful misconduct in connection with Grantee's duties or willful failure to perform Grantee's responsibilities in the best interests of the Company or its subsidiaries; (v) illegal use or distribution of drugs; (vi) violation of any material rule, regulation, procedure or policy of the Company or its subsidiaries, the violation of which could have a material detriment to the Company; or (vii) material breach of any provision of any employment, non-disclosure, non-competition, non-solicitation or other similar agreement executed by Grantee for the benefit of the Company or its subsidiaries, all as reasonably determined by the Board of Directors of the Company, which determination will be conclusive.

Restricted Stock Grant Number XX-XXXX

(f) Nonvested Shares may not be sold, transferred, assigned, pledged, or otherwise disposed of, directly or indirectly, whether by operation of law or otherwise.

4. **Forfeiture of Nonvested Shares**. Except as provided herein, if Grantee's service with the Company ceases for any reason (including Disability) other than Grantee's death, any Nonvested Shares will be automatically forfeited to the Company for no consideration; unless the Board (or an authorized committee thereof) provides otherwise, and provided, however, that the Board (or an authorized committee thereof) may cause any Nonvested Shares immediately to vest and become nonforfeitable if Grantee's service with the Company is terminated by the Company without Cause.

(a) Legend. Each certificate representing Restricted Stock granted pursuant to the Notice of Restricted Stock Grant may bear a legend substantially as follows:

"**THE SALE OR OTHER TRANSFER OF THE SHARES REPRESENTED BY THIS CERTIFICATE, WHETHER VOLUNTARY, INVOLUNTARY OR BY OPERATION OF LAW, IS SUBJECT TO CERTAIN RESTRICTIONS ON TRANSFER AS SET FORTH IN THE 180 LIFE SCIENCES CORP. 2022 OMNIBUS INCENTIVE PLAN (AS AMENDED AND RESTATED FROM TIME TO TIME) AND IN A RESTRICTED SHARE GRANT AGREEMENT. A COPY OF SUCH PLAN AND SUCH AGREEMENT MAY BE OBTAINED FROM 180 LIFE SCIENCES CORP.**"

(b) Escrow of Nonvested Shares. The Company has the right to retain the certificates representing Nonvested Shares in the Company's possession until such time as all restrictions applicable to such shares have been satisfied.

(c) Removal of Restrictions. The Participant is entitled to have the legend removed from certificates representing Vested Shares.

5. **Recapitalizations, Exchanges, Mergers, Etc.** The provisions of this Agreement apply to the full extent set forth herein with respect to any and all shares of capital stock of the Company or successor of the Company which may be issued in respect of, in exchange for, or in substitution for the Restricted Stock by reason of any stock dividend, split, reverse split, combination, recapitalization, reclassification, merger, consolidation or otherwise which does not terminate this Agreement. Except as otherwise provided herein, this Agreement is not intended to confer upon any other person except the parties hereto any rights or remedies hereunder.

Restricted Stock Grant Number XX-XXXX

6. **Grantee Representations**.

Grantee represents to the Company the following:

(a) Restrictions on Transfer. Grantee acknowledges that the Restricted Stock to be issued to Grantee must be held indefinitely unless subsequently registered and qualified under the Securities Act of 1933, as amended (the "**Securities Act**") or unless an exemption from registration and qualification is otherwise available. In addition, Grantee understands that the certificate representing the Restricted Stock will be imprinted with a legend which prohibits the transfer of such Restricted Stock unless they are sold in a transaction in compliance with the Securities Act or are registered and qualified or such registration and qualification are not required in the opinion of counsel acceptable to the Company.

(b) Relationship to the Company; Experience. Grantee either has a preexisting business or personal relationship with the Company or any of its officers, directors or controlling persons or, by reason of Grantee's business or financial experience or the business or financial experience of Grantee's personal representative(s), if any, who are unaffiliated with and who are not compensated by the Company or any affiliate or selling agent, directly or indirectly, has the capacity to protect Grantee's own interests in connection with Grantee's acquisition of the Restricted Stock to be issued to Grantee hereunder. Grantee and/or Grantee's personal representative(s) have such knowledge and experience in financial, tax and business matters to enable Grantee and/or them to utilize the information made available to Grantee and/or them in connection with the acquisition of the Restricted Stock to evaluate the merits and risks of the prospective investment and to make an informed investment decision with respect thereto.

(c) Grantee's Liquidity. In reaching the decision to invest in the Restricted Stock, Grantee has carefully evaluated Grantee's financial resources and investment position and the risks associated with this investment, and Grantee acknowledges that Grantee is able to bear the economic risks of the investment. Grantee (i) has adequate means of providing for Grantee's current needs and possible personal contingencies, (ii) has no need for liquidity in Grantee's investment, (iii) is able to bear the substantial economic risks of an investment in the Restricted Stock for an indefinite period and (iv) at the present time, can afford a complete loss of such investment. Grantee's commitment to investments which are not readily marketable is not disproportionate to Grantee's net worth and Grantee's investment in the Restricted Stock will not cause Grantee's overall commitment to become excessive.

(d) Access to Data. Grantee acknowledges that during the course of this transaction and before deciding to acquire the Restricted Stock, Grantee has been provided with financial and other written information about the Company. Grantee has been given the opportunity by the Company to obtain any information and ask questions concerning the Company, the Restricted Stock, and Grantee's investment that Grantee felt necessary; and to the extent Grantee availed himself/herself of that opportunity, Grantee has received satisfactory information and answers concerning the business and financial condition of the Company in response to all inquiries in respect thereof.

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(e) Risks. Grantee acknowledges and understands that (i) an investment in the Company constitutes a high risk, (ii) the Restricted Stock are highly speculative, and (iii) there can be no assurance as to what investment return, if any, there may be. Grantee is aware that the Company may issue additional securities in the future which could result in the dilution of Grantee's ownership interest in the Company.

(f) Valid Agreement. This Agreement when executed and delivered by Grantee will constitute a valid and legally binding obligation of Grantee which is enforceable in accordance with its terms.

(g) Residence. The address set forth on the Notice of Restricted Stock Grant is Grantee's current address and accurately sets forth Grantee's place of residence.

(h) Tax Consequences. Grantee has reviewed with Grantee's own tax advisors the federal, state, local and foreign tax consequences of this investment and the transactions contemplated by this Agreement. Grantee is relying solely on such advisors and not on any statements or representations of the Company or any of its agents. Grantee understands that Grantee (and not the Company) is responsible for Grantee's own tax liability that may arise as a result of the transactions contemplated by this Agreement. Grantee understands that Section 83 of the Internal Revenue Code of 1986, as amended (the "**Code**"), taxes as ordinary income the difference between the purchase price for the Restricted Stock and the fair market value of the Restricted Stock as of the date any restrictions on the Restricted Stock lapse. Grantee understands that Grantee may elect to be taxed at the time the Restricted Stock is purchased rather than when and as the restrictions lapse by filing an election under Section 83(b) of the Code with the Internal Revenue Service within 30 days from the date of purchase. The form for making this election can be found at https://www.irs.gov/pub/irs-pdf/f15620.pdf.

GRANTEE ACKNOWLEDGES THAT IT IS GRANTEE'S SOLE RESPONSIBILITY AND NOT THE COMPANY'S TO FILE TIMELY ANY ELECTION UNDER SECTION 83(b), EVEN IF GRANTEE REQUESTS THE COMPANY OR ITS REPRESENTATIVES TO MAKE THIS FILING ON GRANTEE'S BEHALF.

7. **No Employment Contract Created**. The issuance of the Restricted Stock is not to be construed as granting to Grantee any right with respect to continuance of employment or any service with the Company or any of its subsidiaries. The right of the Company or any of its subsidiaries to terminate at will Grantee's employment or terminate Grantee's service at any time (whether by dismissal, discharge or otherwise), with or without cause, is specifically reserved, subject to any other written employment or other agreement to which the Company and Grantee may be a party.

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8. **Tax Withholding**. The Company has the power and the right to deduct or withhold, or require Grantee to remit to the Company, an amount sufficient to satisfy Federal, state and local taxes (including the Grantee's FICA obligation) required by law to be withheld with respect to the grant and vesting of the Restricted Stock.

9. **Interpretation**. The Restricted Stock are being issued pursuant to the terms of the Plan, and are to be interpreted in accordance therewith. The Board (or an authorized committee thereof) will interpret and construe this Agreement and the Plan, and any action, decision, interpretation or determination made in good faith by the Board (or an authorized committee thereof) will be final and binding on the Company and Grantee.

10. **Notices.** All notices or other communications which are required or permitted hereunder will be in writing and sufficient if (i) personally delivered or sent by telecopy, (ii) sent by nationally-recognized overnight courier or (iii) sent by registered or certified mail, postage prepaid, return receipt requested, addressed as follows:

(a) if to the Grantee, to the address (or telecopy number) set forth on the Notice of Grant; and

(b) if to the Company, to its principal executive office as specified in any report filed by the Company with the Securities and Exchange Commission or to such address as the Company may have specified to the Grantee in writing, Attention: Corporate Secretary;

or to such other address as the party to whom notice is to be given may have furnished to the other party in writing in accordance herewith. Any such communication will be deemed to have been given (i) when delivered, if personally delivered, or when telecopied, if telecopied, (ii) on the first Business Day (as hereinafter defined) after dispatch, if sent by nationally-recognized overnight courier and (iii) on the fifth Business Day following the date on which the piece of mail containing such communication is posted, if sent by mail. As used herein, "**Business Day**" means a day that is not a Saturday, Sunday or a day on which banking institutions in the city to which the notice or communication is to be sent are not required to be open.

11. **Specific Performance**. Grantee expressly agrees that the Company will be irreparably damaged if the provisions of this Agreement and the Plan are not specifically enforced. Upon a breach or threatened breach of the terms, covenants and/or conditions of this Agreement or the Plan by Grantee, the Company will, in addition to all other remedies, be entitled to a temporary or permanent injunction, without showing any actual damage, and/or decree for specific performance, in accordance with the provisions hereof and thereof. The Board (or an authorized committee thereof) has the power to determine what constitutes a breach or threatened breach of this Agreement or the Plan. Any such determinations will be final and conclusive and binding upon Grantee.

12. **No Waiver.** No waiver of any breach or condition of this Agreement will be deemed to be a waiver of any other or subsequent breach or condition, whether of like or different nature.

13. **Grantee Undertaking.** Grantee hereby agrees to take whatever additional actions and execute whatever additional documents the Company may in its reasonable judgment deem necessary or advisable in order to carry out or effect one or more of the obligations or restrictions imposed on Grantee pursuant to the express provisions of this Agreement.

14. **Modification of Rights.** The rights of Grantee are subject to modification and termination in certain events as provided in this Agreement and the Plan.

15. **Governing Law.** This Agreement is governed by, and construed in accordance with, the laws of the State of Delaware, without giving effect to its conflict or choice of law principles that might otherwise refer construction or interpretation of this Agreement to the substantive law of another jurisdiction.

16. **Counterparts; Facsimile Execution.** This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original, but all of which together will constitute one and the same instrument. Facsimile execution and delivery of this Agreement is legal, valid and binding execution and delivery for all purposes.

17. **Entire Agreement.** This Agreement (including the Notice of Restricted Stock Grant) and the Plan, constitute the entire agreement between the parties with respect to the subject matter hereof, and supersedes all previously written or oral negotiations, commitments, representations and agreements with respect thereto.

18. **Severability.** In the event one or more of the provisions of this Agreement should, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability will not affect any other provisions of this Agreement, and this Agreement will be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

19. **No Advice Regarding Grant**. The Company is not providing any tax, legal or financial advice, nor is the Company making any recommendations regarding your participation in the Plan, or your acquisition or sale of the Restricted Stock. You should consult with your own personal tax, legal and financial advisors regarding your participation in the Plan before taking any action related to the Plan.

20. **Compliance With Law**. You agree that the Company shall have unilateral authority to amend this Agreement without your consent to the extent necessary to comply with securities or other laws applicable to issuance of shares of Restricted Stock.

21. **Electronic Delivery and Participation**. The Company may, in its sole discretion, decide to deliver any documents related to current or future participation in the Plan by electronic means. You hereby consent to receive such documents by electronic delivery and agree to participate in the Plan through an online or electronic system established and maintained by the Company or a third party designated by the Company.

22. **Other Documents**. You hereby acknowledge receipt of or the right to receive a document providing the information required by Rule 428(b)(1) promulgated under the Securities Act, which includes the document containing the Plan information specified in Section 10(a) of the Securities Act ("**Prospectus**").

23. **WAIVER OF JURY TRIAL.** THE GRANTEE HEREBY EXPRESSLY, IRREVOCABLY AND UNCONDITIONALLY WAIVES TRIAL BY JURY IN ANY LEGAL ACTION OR PROCEEDING RELATING TO THIS AGREEMENT AND FOR ANY COUNTERCLAIM THEREIN.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have executed this Restricted Share Grant Agreement as of the date first written above.

180 LIFE SCIENCES CORP.

By: _____

Name: _____

Title: _____

GRANTEE:

Name: _____

SPOUSE'S CONSENT TO AGREEMENT

(Required where Grantee resides in a community property state)

I acknowledge that I have read the Agreement and the Plan and that I know and understand the contents of both. I am aware that my spouse has agreed therein to the imposition of certain forfeiture provisions and restrictions on transferability with respect to the Restricted Stock that are the subject of the Agreement, including with respect to my community interest therein, if any, on the occurrence of certain events described in the Agreement. I hereby consent to and approve of the provisions of the Agreement, and agree that I will abide by the Agreement and bequeath any interest in the Restricted Stock which represents a community interest of mine to my spouse or to a trust subject to my spouse's control or for my spouse's benefit or the benefit of our children if I predecease my spouse.

Dated: _____

Signature: _____

Print Name: _____