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): June 12, 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 1.01 Entry into a Material Definitive Agreement.

Release Agreement

On June 12, 2025, Mr. Jay Goodman resigned as a member of the Board of Directors, of 180 Life Sciences Corp. (the "Company", "we" and "us"), effective on June 13, 2025, and entered into a Release Agreement with the Company dated June 12, 2025 (the "Release Agreement").

Under the Release Agreement, the Company paid Mr. Goodman (a) $7,583.33 which was due as of the date of the Release Agreement in consideration for Board of Directors services rendered; (b) $36,750 representing the Board of Directors fees he would have received had he remained as a member of the Board of Directors through December 31, 2025; and (c) an additional payment of $54,000.

Under the Release Agreement, Mr. Goodman agreed to provide a customary general release to the Company, and also agreed to certain confidentiality, non-disclosure, non-solicitation, non-disparagement, and cooperation covenants in favor of the Company. Mr. Goodman also confirmed that the 65,000 shares of common stock which he held which were subject to vesting and forfeiture were forfeited in connection with his resignation, and the Company has since canceled such shares.

The foregoing summary of the Release Agreement is a summary only and is qualified in its entirety by reference to the Release Agreement, a copy of which is attached hereto as Exhibit 10.1, and are incorporated into this Item 1.01 by reference in its entirety.

Item 1.02 Termination of a Material Definitive Agreement.

In connection with Mr. Goodman's resignation, his offer letter dated October 25, 2024 with the Company was terminated. No material early termination penalties were incurred in connection with the termination.

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

(b)

Resignation of Jay Goodman

As described above in Item 1.01, on June 12, 2025, and effective on June 13, 2025, Mr. Jay Goodman resigned as a member of the Board of Directors of the Company. Mr. Goodman's resignation was not the result of a disagreement with the Company on any matter relating to the Company's operations, policies or practices.

(e)

Board of Directors Adoption of 180 Life Sciences Corp. 2025 Option Incentive Plan

On June 17, 2025, the Board of Directors of the Company, with the recommendation of the Compensation Committee of the Board of Directors, adopted the Company's 2025 Option Incentive Plan (the "2025 Plan"). Notwithstanding such adoption, in accordance with the rules of the Nasdaq Capital Market, following the date of adoption, but prior to the Shareholder Approval Date (as defined below), (i) no stock options granted thereunder can be exercised, and (ii) if Shareholder Approval (as defined below) is not received, the 2025 Plan is to be unwound, and the outstanding stock options granted thereunder cancelled (the "Nasdaq Pre-Approval Requirements"). As discussed above, the 2025 Plan was approved by the Board of Directors, but has not yet been approved by the Company's stockholders, in accordance with the rules of The Nasdaq Capital Market, which allow the Company to adopt an equity arrangement and grant options thereunder prior to obtaining stockholder approval, provided that (i) no options can be exercised prior to obtaining stockholder approval, and (ii) the plan can be unwound, and the outstanding options cancelled, if stockholder approval is not obtained.

Shareholder approval of the 2025 Plan is to be obtained in accordance with the Company's Second Amended and Restated Certificate of Incorporation and Second Amended and Restated Bylaws, each as amended and applicable laws, within twelve (12) months of the date of adoption (the "Shareholder Approval" and the date of such Shareholder Approval, the "Shareholder Approval Date"). Additionally, the grant of incentive stock options under the 2025 Plan is subject to Shareholder Approval.

The Plan provides an opportunity for any employee, officer, director or consultant of the Company, subject to the terms of the 2025 Plan (including as discussed above and any limitations provided by federal or state securities laws), to receive (i) incentive stock options (to eligible employees only); or (ii) nonqualified stock options. Incentive stock options granted under the 2025 Plan are intended to qualify as "incentive stock options" within the meaning of Section 422 of the Internal Revenue Code of 1986, as amended (the "Code"). Nonqualified (non-statutory stock options) granted under the 2025 Plan are not intended to qualify as incentive stock options under the Code.

A total of 1,000,000 shares of common stock are reserved for awards under the 2025 Plan.

The above description of the 2025 Plan does not purport to be complete, and is qualified in its entirety by reference to the full text of the 2025 Plan, which is attached as Exhibit 10.2 hereto and is incorporated by reference into this Item 5.02 in its entirety.

Accelerated Vesting of Executive Award

Effective June 17, 2025, the Board of Directors of the Company, with the recommendation of the Compensation Committee of the Board of Directors, approved the accelerated vesting of 160,000 shares of restricted common stock originally issued to Blair Jordan, the Company's Chief Executive Officer, in February 2025, which were to vest at the rate of 1/2 of such shares on each of January 1, 2026 and December 31, 2026, subject to Mr. Jordan's continued service to the Company, and instead provided for such shares to vest in full as of June 17, 2025.

Executive Option Grants

Effective June 17, 2025, the Board of Directors of the Company, with the recommendation of the Compensation Committee of the Board of Directors, approved the grant of stock options to certain individuals, including awards to the following named executive officers: (a) Blair Jordan, the Chief Executive Officer of the Company (options to purchase 410,000 shares); and (b) Eric R. Van Lent, the Chief Accounting Officer of the Company (options to purchase 25,000 shares), each in consideration for services rendered and to be rendered to the Company.

The options were granted under the 2025 Plan and have a term of ten years, subject in all cases to the terms and conditions of the 2025 Plan and the award agreements to be entered into to evidence such grants, and each officer's continued service with the Company. The options vest at the rate of 1/2 of such options on each of the six and twelve month anniversaries of the grant date. The options have an exercise price of $0.9290 per share, the closing sales price of the Company's common stock on the Nasdaq Capital market on June 17, 2025.

The description of the options above is qualified in its entirety by the terms of the Option Agreements to be entered into to evidence each grant, a form of which is attached hereto as Exhibit 10.3 and the 2025 Plan, a copy of which is attached as Exhibit 10.2, the terms of which are incorporated by reference into this Item 5.02.

Executive Restricted Stock Awards

On June 17, 2025, the Company issued, after recommendation by the Compensation Committee of the Company's Board of Directors and approval by the Board of Directors, 179,646 shares of restricted common stock to Blair Jordan, Chief Executive Officer of the Company and 8,763 shares of restricted common stock to Eric R. Van Lent, Chief Accounting Officer of the Company, which vest at the rate of 1/2 of such shares on each of the six and twelve month anniversaries of the grant date, 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 grants were made under, and subject to the terms of, the Company's Third Amended and Restated 2022 Omnibus Incentive Plan (the "2022 Plan").

The description of the grants above is not complete and is qualified in its entirety by the Notice of Restricted Stock Grants and Restricted Stock Grant Agreements entered into to evidence the awards and the 2022 Plan, copies of which (a) form of Notice of Restricted Stock Grants and Restricted Stock Grant Agreement is attached hereto as Exhibit 10.3, and (b) 2022 Plan is incorporated by reference herein as Exhibit 10.4, which are incorporated by reference into this Item 5.02 in their entirety.

Amended and Restated Executive Consulting Agreement with Blair Jordan

On June 17, 2025, the Company entered into an Amended and Restated Executive Consulting Agreement with Mr. Blair Jordan, the Company's Chief Executive Officer and director, and Blair Jordan Strategy and Finance Consulting Inc. (an entity owned by Mr. Jordan)("Jordan Consulting"), dated June 17, 2025 (the "Jordan Consulting Agreement"). The Jordan Consulting Agreement replaced and superseded a prior Executive Consulting Agreement with Mr. Jordan and Jordan Consulting dated February 21, 2025 (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 June 1, 2025, and continuing through December 31, 2027 (the Prior Agreement had a term 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 in consideration for services rendered to the Company (the "Fee", which did not change from the Prior Agreement), which Fee shall increase to $350,000 per year in the event the Company completes any material transaction of $100,000,000 or more (which increase was not provided for in the Prior Agreement).

The agreement also allows the Company to pay Mr. Jordan or Jordan Consulting an incentive bonus of up to 100% (but not less than 50% (pursuant to the amended terms)) 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 and 2027 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.

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" (meaning, without the Mr. Jordan's consent, the failure of the Company to pay any compensation pursuant to the 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; material diminution of duties; his reporting structure and budget authority is reduced; and any material reduction of compensation); provided, however, prior to any such termination by Mr. Jordan for " good reason", Mr. Jordan 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, 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 tenth day following such termination, a severance payment equal to: (i) two times the then current annualized Fee, together with all outstanding expenses and pro-rated Fee (through the date of termination); (ii) any unvested equity grant (including but not limited to options, restricted shares, RSUs and other equity incentives) will vest immediate (collectively, the "Extended Obligations"); and (iii) two times any unpaid annual cash bonus in respect of any completed or partial fiscal year that has ended prior to the date of such termination with such amount determined based on actual performance during such fiscal year (and/or partial year, as the case may be) as determined by the compensation committee, which in any case shall be no less than 50% the Fee before being multiplied by 2; and (iv) immediate vesting of any and all equity or equity-related awards – which terms are amended from the Prior Agreement. 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 is a summary only and is qualified in its entirety by reference to the Jordan Consulting Agreement, a copy of which is attached hereto as Exhibit 10.6, and is incorporated into this Item 5.02 by reference in its entirety.

Item 8.01 Other Events.

Accelerated Vesting of Director Awards

Effective June 17, 2025, the Board of Directors of the Company, with the recommendation of the Compensation Committee of the Board of Directors, approved the accelerated vesting of 65,000 shares of Restricted Common Stock held by each of Stephen H. Shoemaker, Dr. Lawrence Steinman and Ryan Smith, each non-executive members of the Board of Directors, which were to 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 and provided instead for such shares to vest in full as of June 17, 2025.

Non-Executive Director Option Awards

Effective June 17, 2025, the Board of Directors of the Company, with the recommendation of the Compensation Committee of the Board of Directors, approved the grant of stock options to the non-executive members of the Board of Directors as follows: Ryan Smith, Lead Director, options to purchase 255,000 shares of common stock; Stephen H. Shoemaker, director, options to purchase 165,000 shares of common stock; and Dr. Lawrence Steinman, director, options to purchase 110,000 shares of common stock, each in consideration for services rendered and to be rendered to the Company.

The options were granted under the 2025 Plan and have a term of ten years, subject in all cases to the terms and conditions of the 2025 Plan and the award agreements to be entered into to evidence such grants, and each director's continued service with the Company. The options vest at the rate of 1/2 of such options in each of the six and twelve month anniversaries of the grant date. The options have an exercise price of $0.9290 per share, the closing sales price of the Company's common stock on the Nasdaq Capital market on June 17, 2025.

The description of the options above is qualified in its entirety by the terms of the Option Agreements to be entered into to evidence each grant, a form of which is attached hereto as Exhibit 10.3 and the 2025 Plan, a copy of which is attached as Exhibit 10.2, the terms of which are incorporated by reference into this Item 8.01.

Non-Executive Director Restricted Stock Awards

On June 17, 2025, the Company issued, after recommendation by the Compensation Committee of the Company's Board of Directors and approval by the Board of Directors, 109,541 shares of restricted common stock to Ryan Smith, Lead Director, 72,297 shares of restricted common stock to Stephen H. Shoemaker, director, and 48,198 shares of common stock to Dr. Lawrence Steinman, director, which vest at the rate of 1/2 of such shares on each of the six and twelve month anniversaries of the grant date, 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 grants were made under, and subject to the terms of, the 2022 Plan.

The description of the grants above is not complete and is qualified in its entirety by the Notice of Restricted Stock Grants and Restricted Stock Grant Agreements entered into to evidence the awards and the 2022 Plan, copies of which (a) form of which Notice of Restricted Stock Grants and Restricted Stock Grant Agreement is attached hereto as Exhibit 10.3, and (b) 2022 Plan is incorporated by reference herein as Exhibit 10.4, which are incorporated by reference into this Item 8.01 in their entirety.

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits.

Exhibit No.	Description of Exhibit
10.1*	Release Agreement dated June 12, 2025, by and between 180 Life Sciences Corp. and Mr. Jay Goodman
10.2*	180 Life Sciences Corp. 2025 Option Incentive Plan
10.3*	2025 Option Incentive Plan – Form of Stock Option Agreement (June 2025 Awards)
10.4*	2022 Omnibus Incentive Plan – Form of Notice of Restricted Stock Grant and Restricted Stock Grant Agreement – (June 2025 Awards)
10.5*	Third Amended and Restated 180 Life Sciences Corp. 2022 Omnibus Incentive Plan (filed as Exhibit 10.2 to the Current Report on Form 8-K filed by the Company with the Securities and Exchange Commission on December 31, 2024, and incorporated by reference herein
10.6*	Amended and Restated Executive Consulting Agreement dated June 17, 2025, by and between 180 Life Sciences Corp., Blair Jordan and Blair Jordan Strategy and Finance Consulting Inc.
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: June 18, 2025

180 LIFE SCIENCES CORP.

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

RELEASE AGREEMENT

This Release Agreement (this "**Agreement**") dated June 12, 2025, is made by and between Jay Goodman, an individual ("**Goodman**") and 180 Life Sciences Corp., a Delaware corporation ("**180 Life**") (collectively referred to as the "**Parties**" or individually referred to as a "**Party**").

RECITALS

WHEREAS, Goodman currently serves as a member of the Board of Directors of 180 Life;

WHEREAS, after discussion among the Parties, the Parties believe that it is in the best interest of Goodman and 180 Life for Goodman to resign as a member of the Board of Directors of 180 Life;

WHEREAS, Goodman agrees to resign as a member of the Board of Directors (the "**Resignation**") of 180 Life effective as of the date set forth in the resignation attached hereto (the "**Resignation Date**"); and

WHEREAS, the Parties wish to resolve any and all disputes, claims, complaints, grievances, charges, actions, petitions, and demands that Goodman may have against 180 Life and any of the Released Parties as defined below, including, but not limited to, any and all claims arising out of or in any way related to Goodman's separation from 180 Life, each pursuant to the terms and conditions of this Agreement set forth below.

NOW, THEREFORE, in consideration of the mutual promises made herein and the Additional Payments (defined below), the receipt and sufficiency of which is acknowledged and confirmed, Goodman and 180 Life hereby agree as follows:

1. Release Payment. Subject to Goodman's compliance with the terms and conditions of this Agreement, 180 Life agrees to pay (a) Goodman the $7,583.33 which is due as of the date of this Agreement in consideration for Board of Directors services rendered; (b) $36,750 representing the Board of Directors fees he would have received had he remained as a member of the Board of Directors through December 31, 2025; and (c) an additional payment of $54,000, in each case, less all applicable withholdings and required deductions, payable within five (5) days of the Effective Date (collectively, (a), (b) and (c), the "**Release Payment**" and (b) and (c), the "**Additional Payments**"). Goodman agrees that the Additional Payments to be paid under this Agreement are due solely from 180 Life and represent consideration which would not otherwise be due to Goodman as a result of the Resignation.

2. Release of Further Payments. The consideration set forth in Paragraph 1 is inclusive of any and all amounts, including but not limited to attorneys' fees, that may be claimed by Goodman or on Goodman's behalf against 180 Life. In furtherance of the above, and without limiting any other term or condition of this Agreement, Goodman agrees to release any rights he may have to, and to waive all rights of 180 Life to pay, other than as set forth in Paragraph 1, any compensation, including any stock or option compensation, and further acknowledges that he is not owed any funds from 180 Life.

3. No Further Payments. Except as described in Paragraph 1, Goodman acknowledges and agrees that he is not entitled to any other compensation, benefits, stock compensation, options, severance pay, or other payments in connection with his services as a member of the Board of Directors of 180 Life or his Resignation.

4. Goodman Acknowledgements.

(a) By entering into this Agreement, Goodman confirms and acknowledges the Resignation Date and that Goodman shall be deemed to have voluntarily resigned from his position as a member of the Board of Directors of 180 Life as of the Resignation Date. Concurrently with Goodman's entry into this Agreement Goodman shall provide a written resignation, resigning as a director of 180 Life in the form of Exhibit A hereto. Goodman confirms that he has no disagreement on any matter relating to the Company's operations, policies or practices with 180 Life and further represents that he does not have any pending lawsuits, claims, or actions against 180 Life and has fully disclosed all lawsuits, claims, or actions to 180 Life prior to executing this Agreement.

(b) Goodman acknowledges that he is a sophisticated investor capable of assessing and assuming investment risks with respect to securities, including the Goodman Shares (defined below), and further acknowledges that the Company is entering into this Agreement with Goodman in reliance on this acknowledgment and with Goodman's understanding, acknowledgment and agreement that the Company is privy to material non-public information regarding the Company (collectively, the "**Non-Public Information**"), which Non-Public Information may be material to a reasonable investor, such as Goodman, when making investment disposition decisions, including the decision to enter into this Agreement, and Goodman's decision to enter into the Agreement is being made with full recognition and acknowledgment that the Company is privy to the Non-Public Information, irrespective of whether such Non-Public Information has been provided to Goodman. Goodman hereby waives any claim, or potential claim, he has or may have against the Company relating to the Company's possession of Non-Public Information. Goodman understands and acknowledges that the Company would not enter into this Agreement in the absence of the representations and warranties set forth in this paragraph, and that these representations and warranties are a fundamental inducement to the Company in entering into this Agreement.

5. Goodman's General Release. In return for 180 Life's agreement to provide Goodman with the Additional Payments referred to in Paragraph 1, Goodman agrees to the following, in addition to the other terms and conditions of this Agreement:

a. *General Release*. Goodman, for Goodman and Goodman's heirs, beneficiaries, devisees, privies, executors, administrators, attorneys, representatives, and agents, and Goodman's and his assigns, successors and predecessors, hereby releases and forever discharges 180 Life, and its subsidiaries and affiliates, and each of their officers, directors, employees, members, agents, attorneys, predecessors, successors and assigns of each of the foregoing entities (collectively, the "**Released Parties**"), from any and all actions, causes of action, suits, debts, claims, complaints, charges, contracts, controversies, agreements, promises, damages, counterclaims, cross-claims, claims for costs and/or attorneys' fees, judgments and demands whatsoever, in law or equity, known or unknown, Goodman ever had, now has, or may have against the Released Parties as of the date of Goodman's signing of this Agreement. This release includes, but is not limited to, any claims for alleging breach of express or implied contract, wrongful discharge, misrepresentation, constructive discharge, breach of an implied covenant of good faith and fair dealing, negligent or intentional infliction of emotional distress, the Sarbanes-Oxley Act of 2002, claims pursuant to any other federal, state or local law regarding discrimination, harassment or retaliation based on age, race, sex, religion, national origin, marital status, disability, sexual orientation or any other unlawful basis or protected status or activity, and claims for alleged violation of any other local, state or federal law, regulation, ordinance, public policy or common-law duty having any bearing whatsoever upon the terms and conditions of, and/or the cessation of Goodman's service as a member of the Board of Directors of 180 Life or relating to 180 Life or his services with 180 Life in general, each to the extent allowed pursuant to applicable law. Goodman agrees that, if any portion of this release is found to be unenforceable, the remainder of the release will remain enforceable. This release does not include claims that may not be released under applicable law.

b. *Unknown Claims*. Goodman understands and agrees that the release set forth in Section 5.a above, extends to all claims of every nature, known or unknown, suspected or unsuspected, past or present, and that any and all rights granted to Goodman under Section 1542 of the California Civil Code or any analogous federal law or regulation are hereby expressly waived. Said Section 1542 of the California Civil Code reads as follows:

"A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party."

Goodman hereby specifically acknowledges and agrees that (i) Goodman's waiver of known and unknown claims and of California Civil Code § 1542 is knowing and voluntary; (ii) the Additional Payments are in addition to anything of value to which Goodman already is entitled; and (iii) but for this Agreement, Goodman would not be entitled to the Additional Payments.

c. *Specific Release.* Goodman agrees not only to release and discharge the Released Parties from any and all claims against the Released Parties that Goodman could make on Goodman's own behalf, but also those which may have been or may be made by any other person or organization on Goodman's behalf. Goodman specifically waives any right to become, and promises not to become, a member of any class in a case in which any claim or claims are asserted against any of the Released Parties based on any acts or omissions occurring on or before the date of Goodman's signing of this Agreement. If Goodman is asserted to be a member of a class in a case against any of the Released Parties based on any acts or omissions occurring on or before the date of Goodman's signing of this Agreement, Goodman shall immediately withdraw with prejudice in writing from said class, if permitted by law to do so. Goodman agrees that Goodman will not encourage or assist any person in filing or pursuing any proceeding, action, charge, complaint, or claim against the Released Parties, except as required by law.

6. Nonwaivable Claims. This Agreement is not intended to interfere with Goodman's exercise of any protected, nonwaivable right. By entering into this Agreement, however, Goodman acknowledges that the Additional Payments set forth herein are in addition to amounts 180 Life owes Goodman as a result of the Resignation, if any, that 180 Life would not have agreed to pay such amounts to Goodman if not for Goodman agreeing to the terms of this Agreement, such amount is in full satisfaction of any amounts to which Goodman might be entitled and Goodman is forever discharging the Released Parties from any liability to Goodman for any acts or omissions occurring on or before the date of Goodman's signing of this Agreement. This Agreement is also not intended to diminish any right of indemnity that Goodman may enjoy in respect of his actions or inactions during his tenure as a director of 180 Life Sciences.

7. Claims Not Released. Goodman is not waiving any rights hereunder that Goodman may have to: (i) any rights or claims Goodman may have for indemnification, and/or contribution, advancement or payment of related expenses pursuant to any Indemnification Agreement entered into with 180 Life ("**Indemnification Agreement**; (ii) enforce or challenge the validity of this Agreement; (iii) coverage under any directors and officers liability insurance, other insurance policies of 180 Life; (iv) as a shareholder of 180 Life, if applicable; and (v) any claims arising after the date of this Agreement.

8. No Admission. Neither this Agreement, nor anything contained herein, shall be construed as an admission by the Released Parties of any liability or unlawful conduct whatsoever. The Parties hereto agree and understand that the Additional Payments set forth in Paragraph 1 are in excess of that which 180 Life is obligated to provide to Goodman, if anything, and that it is provided solely in consideration of Goodman's execution of this Agreement. 180 Life and Goodman agree that the consideration set forth in Paragraph 1 is sufficient consideration for the release being given by Goodman inParagraph 5, and for Goodman's other promises herein, including, but not limited to in Paragraphs 9 and 10 hereof.

9. Confirmation of No 180 Life Property. Goodman's signature below constitutes Goodman's agreement that he doesn't have any original or copies of any files, notes, programs, correspondence (whether electronic or hard copy), intellectual property, documents, slides, computer disks, printouts, reports, lists of 180 Life's clients or leads or referrals to prospective clients, nor does he have any other media or property in his possession or control which contain or pertain to Confidential Information (as defined below) or any other items provided to Goodman by 180 Life, developed or obtained by Goodman in connection with Goodman's service as a member of the Board of Directors of 180 Life, or otherwise belonging to 180 Life.

10. Restrictive Covenants:

a. Confidential Information. Goodman understands and agrees that Goodman may have learned or had access to, or assisted in the development of, highly confidential and sensitive information and trade secrets about 180 Life, its operations and its clients, and that providing its clients with appropriate assurances that their confidences will be protected is crucial to 180 Life's ability to obtain clients, maintain good client relations, and conform to contractual obligations. "**Confidential Information**" means any non-public information that relates to the actual or anticipated business or research and development of 180 Life, technical data, trade secrets or know-how, and includes, but is not limited to: (i) financial and business information related to 180 Life, such as strategies and plans for future business, new business, product or other development, potential acquisitions or divestitures, and new marketing ideas; (ii) product and technical information related to 180 Life, such as product formulations, methods, intellectual property, patented technology, patent pending technology, and technology which may be patented in the future, new and innovative product ideas, methods, procedures, devices, equipment, machines, data processing programs, software, software codes, source codes, computer models, and research and development projects; (iii) client and supplier information, such as the identity of 180 Life's clients and suppliers, the names of representatives of 180 Life's clients and suppliers responsible for entering into contracts with 180 Life, the amounts paid by such clients and suppliers to 180 Life, specific client needs and requirements, and leads and referrals to prospective clients and suppliers; (iv) personnel information, such as the identity and number of 180 Life's employees, their salaries, bonuses, benefits, skills, qualifications, and abilities; (v) any and all information in whatever form relating to any client or client of 180 Life, including but not limited to its business, employees, operations, systems, assets, liabilities, finances, products, and marketing, selling, and operating practices; (vi) any information not included in (i) or (ii) above which Goodman knows or should know is subject to a restriction on disclosure or which Goodman knows or should know is considered by 180 Life or 180 Life's clients or suppliers or prospective clients or suppliers to be confidential, sensitive, proprietary, or a trade secret or is not readily available to the public; (vii) intellectual property, including inventions and copyrightable works and (viii) any information related to any governmental investigations. Confidential Information is not generally known or available to the general public, but has been developed, compiled or acquired by 180 Life at its great effort and expense. Confidential Information can be in any form: oral, written, or machine readable, including electronic files.

b. Confidentiality Requirements. Goodman acknowledges and agrees that 180 Life is engaged in a highly competitive business and that its competitive position depends upon its ability to maintain the confidentiality of the Confidential Information, which was developed, compiled and acquired by 180 Life at its great effort and expense. Goodman further acknowledges and agrees that any disclosing, divulging, revealing or using of any of the Confidential Information, other than as specifically authorized by 180 Life, will be highly detrimental to 180 Life and will cause it to suffer serious loss of business and pecuniary damage. Accordingly, Goodman agrees that Goodman will not, for any purpose whatsoever, directly or indirectly use, disseminate, or disclose to any person, organization, or entity Confidential Information, except as expressly authorized by the highest executive officer of 180 Life or by order of a court of competent jurisdiction after providing 180 Life with sufficient notice to contest such order (the "**Confidentiality Requirements**").

c. Non-Use of Confidential Information. Goodman agrees not to use, disclose to others, or permit anyone access to any of 180 Life's trade secrets or confidential or proprietary information without 180 Life's express consent, and to return immediately to 180 Life all of 180 Life's property, including all files related to 180 Life, upon termination of Goodman's service with 180 Life. Goodman shall not retain any copy or other reproduction whatsoever of any 180 Life property after the

termination of Goodman's status as a member of the Board of Directors of 180 Life.

d. Mutual Non-Disparagement. 180 Life, Goodman and Released Parties agree not to say, write or cause to be said, disseminated, published, issued, communicated or written, any statement that may be considered defamatory, derogatory, or disparaging of each other concerning Goodman, 180 Life or any Released Party, Goodman's service as a member of the Board of Directors of 180 Life, acts occurring before the signing of this Agreement, before the Resignation Date or relating to this Agreement and the matters covered hereby, or any other matter whatsoever, provided that nothing shall prohibit Goodman from communicating any concerns about potential violations of law, rule or regulation to the Securities and Exchange Commission, Occupational Safety and Health Administration or any other government authority or self-regulatory agency (collectively, "**Agencies**"), or prohibit Goodman from discussing any such matters with any Agency (collectively, the "**Non-Disparagement Requirements**"). Nothing in this agreement prevents Goodman from discussing or disclosing information about unlawful acts in the workplace, such as harassment or discrimination or any other conduct that Goodman has reason to believe is unlawful. Nothing in this Agreement prevents or restricts Goodman from disclosing factual information to any Agencies regarding possible violations of law. Further, nothing in this Agreement or any other agreement by and between 180 Life and Goodman shall prohibit or restrict Goodman from (i) voluntarily communicating with an attorney retained by Goodman, (ii) initiating, testifying, assisting, complying with a subpoena from, or participating in any manner with an investigation conducted by any Agencies, (iii) recovering a Securities and Exchange Commission whistleblower award as provided under Section 21F of the Securities Exchange Act of 1934, or (iv) disclosing any confidential information to a court or other administrative or legislative body in response to a subpoena, provided that Goodman first promptly notifies and provides 180 Life with the opportunity to seek, and join in its efforts at the sole expense of 180 Life, to challenge the subpoena or obtain a protective order limiting its disclosure, or other appropriate remedy.

e. Non-Interference. For a period of one (1) year from the Resignation Date (the "**Non-Solicitation Period**"), Goodman agrees to not interfere with 180 Life's and any of its affiliates' business relationships with their employees, consultants, representatives, customers, researchers or suppliers by directly and actively soliciting, recruiting or encouraging same for employment with Goodman or any future employer of Goodman or to leave the service of 180 Life or its affiliate(s).

f. Reasonableness. Goodman acknowledges and agrees that the restrictions set forth in thisParagraph 10 are critical and necessary to protect 180 Life's legitimate business interests (including the protection of its Confidential Information); are reasonably drawn to this end with respect to duration, scope, and otherwise; are not unduly burdensome; are not injurious to the public interest; and are supported by adequate consideration. Goodman also acknowledges and agrees that 180 Life would be irreparably damaged if Goodman were to breach the covenants set forth in this Paragraph 10 and in the event that Goodman breaches any of the provisions in Paragraph 10, 180 Life will be entitled to injunctive relief, in addition to any other damages to which it may be entitled as well as the costs and reasonable attorneys' fees it incurs in enforcing its rights under this section. Goodman further acknowledges that any breach or claimed breach of the provisions set forth in this Agreement will not be a defense to enforcement of the restrictions set forth in this Paragraph 10.

g. Invalid or Unenforceable Provisions. Each word, phrase, sentence, Paragraph or provision (each a "**Provision**") of this Paragraph 10 is severable. If any Provision of this Paragraph 10 is invalid or unenforceable, such invalidity or unenforceability shall not affect the validity or enforceability of the remaining Provisions of this Agreement or this Paragraph 10. If any Provision is deemed invalid or unenforceable for any reason, it is the Parties' intention that such covenants be equitably reformed, stricken or modified to the extent necessary to render them valid and enforceable in all respects. In the event that the time period and/or geographic scope referenced above is deemed unreasonable, overbroad, or otherwise invalid, it is the Parties' intention that the enforcing court reduce or modify the time period and/or geographic scope to the extent necessary to render such covenants reasonable, valid, and enforceable in all respects.

11. Cooperation in Investigations and Litigation. In the event 180 Life becomes involved in any future investigations or legal proceedings of any nature, related directly or indirectly to events which occurred during Goodman's service as a member of the Board of Directors of 180 Life and about which Goodman has personal knowledge, Goodman agrees that Goodman will, at any future time, be available upon reasonable notice from 180 Life, with or without subpoena, to answer discovery requests, give depositions, or testify, with respect to matters of which Goodman has or may have knowledge as a result of or in connection with Goodman's service as a member of the Board of Directors of 180 Life. In performing Goodman's obligations under this paragraph to testify or otherwise provide information, Goodman agrees that Goodman will truthfully, forthrightly, and completely provide the information requested. Goodman further agrees that Goodman will not be compensated in any way by 180 Life for Goodman's cooperation with 180 Life in connection with any litigation or other activity covered by this paragraph, except that Goodman shall be reimbursed as permitted by law for any reasonable expenses that Goodman incurs in providing testimony or other assistance to 180 Life under this paragraph.

12. Costs and Fees Incurred. Each Party shall bear its own costs and attorneys' fees, if any, incurred in connection with this Agreement.

13. Modifications. This Agreement contains the full agreement of the Parties and may not be modified, altered, changed or terminated except upon the express prior written consent of Goodman and 180 Life or their authorized agents.

14. Acknowledgements. Goodman acknowledges and agrees that: (a) no promise or inducement for this Agreement has been made except as set forth in this Agreement; (b) this Agreement is executed by Goodman of his own free will and volition, without reliance upon any statement or representation by 180 Life except as set forth herein; (c) Goodman is legally competent to execute this Agreement and to accept full responsibility therefor; (d) Goodman has read and fully understands the meaning of each provision of this Agreement; (e) 180 Life has advised Goodman to consult with an attorney concerning this Agreement and has provided Goodman notice and an opportunity to retain an attorney; (f) Goodman knowingly, freely and voluntarily enters into this Agreement; and (g) no fact, evidence, event, or transaction currently unknown to Goodman but which may hereafter become known to Goodman shall affect in any manner the final and unconditional nature of the release stated above.

15. Effective Date. This Agreement shall become effective and enforceable on the date this Agreement is countersigned by both 180 Life and Goodman (the "**Effective Date**").

16. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

17. Notices. Any notice or communication required or permitted to be given hereunder shall be in writing and deemed duly served on and given (i) when delivered personally; (ii) three (3) business days after having been sent by priority or certified mail, return receipt requested, postage prepaid; (iii) upon delivery by fax with written facsimile confirmation and electronically by email with written delivery receipt; or (iv) one (1) business day after deposit with a commercial overnight carrier, with written verification of receipt. Such notices shall be in writing and delivered to the address set forth below or to such other notice address as the other Party has provided by written notice:

If to 180 Life:	*If to Goodman*
180 Life Sciences Corp.	Jay Goodman

3000 El Camino Real, Bldg. 4
Suite 200
Palo Alto, CA 94306
Email: [_____]

_____
_____
Email: _____

18. Waiver. The waiver by a Party of a breach of any provision herein shall not operate or be construed as a waiver of any subsequent breach by the other Party.

19. Forfeiture of Unvested Shares. Goodman agrees and acknowledges that all 65,000 shares of restricted common stock granted to him by the Board of Directors of the Company on February 20, 2025 (the "**Goodman Shares**"), which were subject to vesting, have not vested to date, and will be forfeited by Goodman automatically upon the date of this resignation as a member of the Board of Directors of the Company pursuant to the terms of the Restricted Stock Agreement evidencing the grant of such award. Goodman agrees to take whatever action necessary and execute any documents or confirmations that 180 Life shall deem necessary or warranted, at his sole expense, to affect the cancellation and forfeiture of such Goodman Shares.

20. Severability. The provisions of this Agreement are severable. Should any provision herein be declared invalid by a court of competent jurisdiction, the remainder of this Agreement will continue in force, and the Parties agree to renegotiate the invalidated provision in good faith to accomplish its objective to the extent permitted by law.

21. No Wrongful Conduct. Goodman represents, warrants and covenants to each of the Released Parties that at no time prior to or contemporaneous with its execution of this Agreement has he (i) knowingly engaged in any wrongful conduct against, on behalf of or as the representative or agent of 180 Life; or (ii) violated any state, federal, local or other law, including any securities laws or regulations.

22. No Assignment or Transfer. Goodman warrants and represents that Goodman has not heretofore assigned or transferred to any person not a party to this Agreement any released matter or any part or portion thereof and he shall defend, indemnify and hold 180 Life and each Released Party harmless from and against any claim (including the payment of attorneys' fees and costs actually incurred whether or not litigation is commenced) based on or in connection with or arising out of any such assignment or transfer made, purported or claimed.

23. Not Assignable. This Agreement is personal to Goodman and shall not, without the prior written consent of 180 Life, be assignable by Goodman. This Agreement shall inure to the benefit of and be binding upon 180 Life and its respective successors and assigns and any such successor or assignee shall be deemed substituted for 180 Life under the terms of this Agreement for all purposes. As used herein, "**successor**" and "**assignee**" shall include any person, firm, corporation or other business entity which at any time, whether by purchase, merger, acquisition of assets, or otherwise, directly or indirectly acquires the ownership of 180 Life, acquires all or substantially all of 180 Life's assets, or to which 180 Life assigns this Agreement by operation of law or otherwise.

24. Forfeiture of Additional Payments. Goodman agrees that he will forfeit (and be forced to return) the Additional Payments payable by 180 Life pursuant to this Agreement if Goodman challenges the validity of this Agreement.

25. Counterparts. This Agreement may be signed in counterparts, and each counterpart shall be considered an original agreement for all purposes.

26. Further Assurances. The Parties agree that, from time to time, each of them will take such other action and to execute, acknowledge and deliver such contracts, deeds, or other documents as may be reasonably requested and necessary or appropriate to carry out the purposes and intent of this Agreement and the transactions contemplated herein.

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

IN WITNESS WHEREOF, the Parties have hereunto set their hands.

Jay Goodman

Signature: */s/ Jay Goodman*

12th June 2025
Date

180 Life Sciences Corp.

Signature: */s/ Blair Jordan*
Printed Name: Blair Jordan
Title: Chief Executive Officer

12 June 2025
Date

180 Life Sciences Corp.
3000 El Camino Real
Bldg. 4, Suite 200
Palo Alto, CA 94306

To the Board of Directors of 180 Life Sciences Corp.:

I, Jay Goodman, hereby resign as a member of the Board of Directors of 180 Life Sciences Corp. (the "**Company**"), effective as of 8:00 A.M., Palo Alto, California time, on _____, 2025. As a result of my resignation I no longer hold any director positions whatsoever with the Company or its subsidiaries.

My resignation is not due to a disagreement with the Company on any matter relating to the Company's operations, policies or practices or any other matter whatsoever.

Dated: June ___, 2025

Very truly yours,

Jay Goodman

180 LIFE SCIENCES CORP.
2025 OPTION INCENTIVE PLAN

Adopted by the Board of Directors on June 17, 2025,
subject to Stockholder Approval Prior to June 17, 2026

Article I.
PURPOSES AND BACKGROUND

1.1 This 180 Life Sciences Corp. 2025 Option Incentive Plan, as may be amended from time to time (the "**Plan**"), is intended to promote the interests of 180 Life Sciences Corp. (the "**Company**") and its Subsidiaries (as defined below) and its stockholders by (i) attracting and retaining directors, executive officers, employees and consultants of outstanding ability; (ii) motivating such individuals by means of performance-related incentives to achieve the longer-range performance goals of the Company and its Subsidiaries; and (iii) enabling such individuals to participate in the long-term growth and financial success of the Company.

1.2 The Company's Board of Directors adopted the Plan on June 17, 2025 (the "**Effective Date**"). The Plan shall become effective on the Effective Date. In accordance with Nasdaq Listing Rule 5635(c) and the guidance thereunder, on or following the Effective Date but prior to the Shareholder Approval Date (as defined below), the Company may only grant Options, but no shares of Common Stock or other securities, under the Plan. Additionally, (i) until the Shareholder Approval Date, no Options can be exercised, and (ii) if Shareholder Approval is not received, the Plan shall be unwound, and the outstanding Options cancelled (the "**Nasdaq Pre-Approval Requirements**"). All Options granted prior to the Shareholder Approval Date shall be granted subject to the Nasdaq Pre-Approval Requirements and all Award Agreements memorializing such Stock Option grants shall include provisions making such Stock Options and grants subject to such Nasdaq Pre-Approval Requirements for all purposes.

1.3 The grant of Incentive Stock Options is subject to approval of this Plan by the Company's shareholders within twelve (12) months of the Effective Date. Shareholder approval is to be obtained in accordance with the Company's Certificate of Incorporation and Bylaws, each as amended, and Applicable Laws (the "**Shareholder Approval**" and the date of such Shareholder Approval, the "**Shareholder Approval Date**"). The Administrator may grant Incentive Stock Options prior to Shareholder Approval, but until the Company obtains this approval, a grantee shall not exercise them. If the Company does not timely obtain Shareholder Approval (or a grantee desires to exercise such Incentive Stock Options prior to shareholder approval), a grantee may exercise previously granted Incentive Stock Options (subject to the Nasdaq Pre-Approval Requirements) as Nonqualified Stock Options.

Article II.
DEFINITIONS

Whenever the following terms are used in this Plan, they shall have the meanings specified below unless the context clearly indicates to the contrary.

2.1 "**Administrator**" means the Board or the Compensation Committee, as determined by the Board from time to time. In exercising its discretion hereunder, the Board shall endeavor to cause the Administrator to satisfy any requirements applicable to qualify for an exemption available under Rule 16b-3 promulgated under the Exchange Act or any other regulatory or administrative requirements that may be applicable with respect to Awards granted hereunder.

2.2 "**Affiliate**" means, with respect to any Person, any other Person directly or indirectly controlling, controlled by or under common control with, such Person where "**control**" (including the terms "**controlling,**" "**controlled by,**" and "**under common control with**") means the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of securities, by contract, or otherwise.

2.3 "**Alternative Award**" has the meaning set forth in Section 7.1.

2.4 "**Applicable Laws**" means all applicable laws, rules, regulations and requirements, including, but not limited to, all applicable U.S. federal, state or local laws, any stock exchange rules or regulations and the applicable laws, rules or regulations of any other country or jurisdiction where Awards are granted under the Plan or Participants reside or provide services, as such laws, rules and regulations shall be in effect from time to time.

2.5 "**Award**" means any granted to a Participant pursuant to the Plan.

2.6 "**Award Agreement**" means any written agreement, contract or other instrument or document evidencing an Award, including through an electronic medium. The Administrator may provide for the use of electronic, internet or other non-paper Award Agreements, and the use of electronic, internet or other non-paper means for the Participant's acceptance of, or actions under, an Award Agreement unless otherwise expressly specified herein.

2.7 "**Board**" means the Board of Directors of the Company.

2.8 "**Cause**" means, unless otherwise provided in the Award Agreement, any of the following: (A) the Participant's commission of a crime involving fraud, theft, false statements or other similar acts or commission of any crime that is a felony (or comparable classification in a jurisdiction that does not use these terms); (b) the Participant's engaging in any conduct that constitutes an employment disqualification under applicable law with respect to a material portion of the Participant's work duties; (c) the Participant's willful or grossly negligent failure to perform his or her material employment-related duties for the Company Group, or willful misconduct in the performance of such duties; (d) the Participant's material violation of any Company or Subsidiary policy as in effect from time to time; (e) the Participant's engaging in any act or making any public statement that materially impairs, impugns, denigrates, disparages or negatively reflects upon the name, reputation or business interests of the Company or its Subsidiaries; or (f) the Participant's material breach of any Award Agreement, employment agreement, or noncompetition, nondisclosure or nonsolicitation agreement to which the Participant is a party or by which the Participant is bound; provided that in the case of any Participant who, as of the date of determination, is a party to an effective services, severance, consulting or employment agreement with the Company or any Subsidiary of the Company that employs such individual, "**Cause**" has the meaning, if any, specified in such agreement. A termination for Cause shall be deemed to include a determination by the Administrator following a Participant's termination of employment that circumstances existing prior to such termination would have entitled the Company or one of its Subsidiaries to have terminated such Participant's employment for Cause. All rights a Participant has or may have under the Plan shall be suspended automatically during the pendency of any investigation by the Administrator or its designee, or during any negotiations between the Administrator or its designee and the Participant, regarding any actual or alleged act or omission by the Participant of the type described in the applicable definition of Cause.

2.9 "**Change in Control**" or "**Change of Control**" means the first to occur of any of the following events after the Effective Date:

(a) any Person becomes the beneficial owner (within the meaning of Rule 13d-3 promulgated under the Exchange Act) of 30% or more of either (x) the then-outstanding shares of common stock of the Company (the "**Outstanding Company Common Stock**") or (y) the combined voting power of the then outstanding voting securities of the Company entitled to vote generally in the election of directors (the "**Outstanding Company Voting Securities**");

(b) the individuals who constitute the Board as of the Effective Date (the "**Incumbent Board**") cease for any reason to constitute at least a majority of the Board; provided, however, that any individual becoming a Director subsequent to the Effective Date whose election, or nomination for election, by the Company's stockholders, was approved by a vote of at least a majority of the Directors then comprising the Incumbent Board shall be considered as though such individual was a member of the Incumbent Board, but excluding, for this purpose, any such individual whose initial assumption of office occurs as a result of an actual or threatened election contest with respect to the election or removal of directors or other actual or threatened solicitation of proxies or consents by or on behalf of a Person other than the Board; or

(c) the consummation of a reorganization, merger, statutory share exchange or consolidation or similar transaction involving the Company or any of its Subsidiaries, a sale or other disposition of all or substantially all of the assets of the Company, or the acquisition of assets or stock of another entity by the Company or any of its Subsidiaries (each, a "**Business Combination**"), in each case, unless, following such Business Combination, (i) all or substantially all of the individuals and entities that were the beneficial owners of the Outstanding Company Common Stock and the Outstanding Company Voting Securities immediately prior to such Business Combination beneficially own, directly or indirectly, more than 50% of the then-outstanding shares of common stock (or, for a non-corporate entity, equivalent securities) and the combined voting power of the then-outstanding voting securities entitled to vote generally in the election of Directors (or, for a non-corporate entity, equivalent governing body), as the case may be, of the entity resulting from such Business Combination (including, without limitation, an entity that, as a result of such transaction, owns the Company or all or substantially all of the Company's assets either directly or through one or more Subsidiaries) in substantially the same proportions as their ownership immediately prior to such Business Combination of the Outstanding Company Common Stock and the Outstanding Company Voting Securities, as the case may be, (ii) no Person (excluding any corporation resulting from such Business Combination or any employee benefit plan (or related trust) of the Company or such corporation resulting from such Business Combination) beneficially owns, directly or indirectly, 30% or more of, respectively, the then-outstanding shares of common stock (or, for a non-corporate entity, equivalent securities) of the entity resulting from such Business Combination or the combined voting power of the then-outstanding voting securities of such entity entitled to vote generally in the election of directors (or, for a non-corporate entity, equivalent securities), except to the extent that such ownership existed prior to the Business Combination, and (iii) at least a majority of the members of the board of directors (or, for a non-corporate entity, equivalent governing body) of the entity resulting from such Business Combination were members of the Incumbent Board at the time of the execution of the initial agreement or of the action of the Board providing for such Business Combination;

in each case, provided that, as to Awards subject to Section 409A of the Code, the payment or settlement of which will occur by reason of the Change in Control, such event also constitutes a "**change in control**" within the meaning of Section 409A of the Code. In addition, notwithstanding the foregoing, a "**Change in Control**" shall not be deemed to occur if the Company files for bankruptcy, liquidation or reorganization under the United States Bankruptcy Code or as a result of any restructuring that occurs as a result of any such proceeding.

2.10 "**Change in Control Price**" means the price per share of Company Common Stock paid in conjunction with any transaction resulting in a Change in Control. If any part of the offered price is payable other than in cash, the value of the non-cash portion of the Change in Control Price shall be determined in good faith by the Administrator as constituted immediately prior to the Change in Control.

2.11 "**Code**" means the Internal Revenue Code of 1986, as amended.

2.12 "**Company Common Stock**" means the common stock, par value $0.0001 per share, of the Company and such other stock or securities into which such common stock is hereafter converted or for which such common stock is exchanged.

2.13 "**Company Group**" means the Company and its direct or indirect Subsidiaries.

2.14 "**Compensation Year**" means the period from one annual meeting of stockholders to the next following annual meeting of stockholders.

2.15 "**Competitive Activity**" means a Participant's material breach of restrictive covenants relating to noncompetition, nonsolicitation (of customers or employees) or preservation of confidential information or other covenants having the same or similar scope, included in an Award Agreement or other agreement to which the Participant and the Company or any of its Affiliates is a party.

2.16 "**Corporate Event**" means, as determined by the Administrator, any transaction or event described in Section 4.4(a) or any unusual or infrequently occurring transaction or event affecting the Company, any Subsidiary of the Company, or the financial statements of the Company or any of its Subsidiaries, or changes in applicable laws, regulations or accounting principles (including, without limitation, a recapitalization of the Company).

2.17 "**Director**" means a member of the Board or a member of the board of directors of any Subsidiary.

2.18 "**Disability**" means (x) for Awards that are not subject to Section 409A of the Code, "**disability**" as such term is defined in the long-term disability insurance plan or program of the Company or any Subsidiary then covering the Participant, and (y) for Awards that are subject to Section 409A of the Code, "**disability**" has the meaning set forth in Section 409A(a)(2)(c) of the Code; provided that with respect to Awards that are not subject to Section 409A, in the case of any Participant who, as of the date of determination, is a party to an effective services, severance, consulting or employment agreement with the Company or any Subsidiary of the Company that employs such individual, "**Disability**" has the meaning, if any, specified in such agreement.

2.19 "**Eligible Representative**" for a Participant means such Participant's personal representative or such other person as is empowered under the deceased Participant's will or the then applicable laws of descent and distribution to represent the Participant hereunder.

2.20 "**Employee**" means any individual classified as an employee by the Company or one of its Subsidiaries.

2.21 "**Exchange Act**" means the Securities Exchange Act of 1934, as amended.

2.22 "**Executive Officer**" means each person who is an officer or employee of the Company or any of its Subsidiaries and who is subject to the reporting requirements under Section 16(a) of the Exchange Act.

2.23 "**Fair Market Value**" means, unless otherwise determined by the Administrator from time to time, the closing transaction price of a Share as reported on the NASDAQ Stock Market LLC on the date as of which such value is being determined or, if Shares are not listed on the NASDAQ Stock Market LLC, the closing transaction price of a Share on the principal national stock exchange on which Shares are traded on the date as of which such value is being determined or, if there shall be no reported transactions for such date, on the next preceding date for which transactions were reported; provided, however, that if Shares are not listed on a national stock exchange or if Fair

Market Value for any date cannot be so determined, Fair Market Value shall be determined by the Administrator by whatever means or method as the Administrator, in the good faith exercise of its discretion, shall at such time deem appropriate and in compliance with Section 409A of the Code.

2.24 "**Good Reason**" means, unless otherwise provided in the Award Agreement, a material reduction in the Participant's base salary or a material reduction in the Participant's target annual cash incentive compensation opportunity, in each case, other than (a) any isolated or inadvertent failure by the Company or the applicable Subsidiary that is not in bad faith and is cured within thirty (30) business days after the Participant gives the Company or the applicable Subsidiary notice of such event or (b) a reduction of 10% or less which is applicable to all employees in the same salary grade as the Participant; provided that in the case of any Participant who, as of the date of determination, is a party to an effective services, severance, consulting or employment agreement with the Company or any Subsidiary of the Company that employs such individual, "**Good Reason**" has the meaning, if any, specified in such agreement.

2.25 "**Incentive Stock Option**" means an Option which qualifies under Section 422 of the Code and is expressly designated as an Incentive Stock Option in the Award Agreement.

2.26 "**Non-Qualified Stock Option**" means an Option that is not an Incentive Stock Option.

2.27 "**Option**" means an option to purchase Company Common Stock granted under the Plan. The term "**Option**" includes both an Incentive Stock Option and a Non-Qualified Stock Option.

2.28 "**Participant**" means any Service Provider who has been granted an Award pursuant to the Plan.

2.29 "**Person**" means an individual, partnership, corporation, limited liability company, business trust, joint stock company, trust, unincorporated association, joint venture, governmental authority or any other entity of whatever nature.

2.30 "**Replacement Awards**" means Shares or Awards issued in assumption of, or in substitution for, any outstanding awards of any entity acquired in any form or combination by the Company or any of its Subsidiaries.

2.31 "**Securities Act**" means the Securities Act of 1933, as amended.

2.32 "**Service Provider**" means an Employee, Director or consultant of the Company or any of its Subsidiaries.

2.33 "**Share**" means a share of Company Common Stock.

2.34 "**Subsidiary**" means any entity that is directly or indirectly controlled by the Company or any entity in which the Company directly or indirectly has at least a 50% equity interest.

2.35 "**Termination of employment,**" "**termination of service**" and any similar term or terms means, with respect to a Director who is not an Employee of the Company or any Subsidiary, the date upon which such Director ceases to be a member of the Board or of the board of directors of any Subsidiary, with respect to a consultant of the Company or any of its Subsidiaries, the date upon which such consultant ceases to provide services to the Company and its Subsidiaries and, with respect to an Employee, the date he or she ceases to be an Employee; provided that with respect to any Award subject to Section 409A of the Code, such terms shall mean "**separation from service,**" as defined in Section 409A of the Code and the rules, regulations and guidance promulgated thereunder. Unless otherwise determined by the Administrator, a " **termination of employment**" or "**termination of service**" shall not occur if an Employee, consultant or Director, immediately upon ceasing to provide services in such capacity, commences to or continues to provide services to the Company or any of its Affiliates in another of such capacities.

Article III.
ADMINISTRATION

3.1 Powers of the Administrator. The Plan shall be administered by the Administrator. The Administrator shall have the sole and complete authority and discretion to: (i) determine the type or types of Awards to be granted to each Participant; (ii) select the Service Providers to whom Awards may from time to time be granted; (iii) determine all matters and questions related to the termination of service of a Service Provider with respect to any Award granted to him or her; (iv) determine the number of Awards to be granted and the number of Shares to which an Award will relate; (v) approve forms of agreement for use under the Plan, which need not be identical for each Service Provider; (vi) determine the terms and conditions of any Awards (including, without limitation, the exercise price, the time or times when Awards may be exercised (which may be based on performance criteria), any vesting acceleration or waiver of forfeiture restrictions and any restriction or limitation regarding any Award or the Company Common Stock relating thereto) based in each case on such factors as the Administrator shall determine; (vii) prescribe, amend and rescind rules and regulations relating to the Plan, including rules and regulations relating to Subplans (as defined in Section 3.4) established for the purpose of satisfying applicable foreign laws; (viii) determine whether, to what extent, and pursuant to what circumstances an Award may be settled in, or the exercise or purchase price of an Award may be paid in, cash, Company Common Stock, other Awards, or other property, or an Award may be canceled, forfeited or surrendered; (ix) suspend or accelerate the vesting of any Award granted under the Plan or waive the forfeiture restrictions or any other restriction or limitation regarding any Awards or the Company Common Stock relating thereto; (x) construe and interpret the terms of the Plan and Awards granted pursuant to the Plan; and (xi) make all other decisions and determinations that may be required pursuant to the Plan or as the Administrator deems necessary or advisable to administer the Plan. Any determination made by the Administrator under the Plan, including, without limitation, under Section 4.4, shall be final, binding and conclusive on all Participants and other persons having or claiming any right or interest under the Plan. The Administrator's determinations under the Plan need not be uniform and may be made by the Administrator selectively among persons who receive, or are eligible to receive, Awards under the Plan, whether or not such persons are similarly situated.

3.2 Delegation by the Administrator. The Administrator may delegate, subject to such terms or conditions or guidelines as it shall determine, to any officer or group of officers, or Director or group of Directors of the Company or its Subsidiaries any portion of its authority and powers under the Plan with respect to Participants who are not Executive Officers or non-employee directors of the Board; provided that any delegation to one or more officers of the Company shall be subject to and comply with applicable law.

3.3 Expenses, Professional Assistance, No Liability. All expenses and liabilities incurred by the Administrator in connection with the administration of the Plan shall be borne by the Company. The Administrator may elect to engage the services of attorneys, consultants, accountants or other persons. The Administrator, the Company and its officers and Directors shall be entitled to rely upon the advice, opinions or valuations of any such persons. The Administrator (and its members) shall not be personally liable for any action, determination or interpretation made with respect to the Plan or the Awards, and the Administrator (and its members) shall be fully protected by the Company with

respect to any such action, determination or interpretation.

3.4 Participants Based Outside the United States. To conform with the provisions of local laws and regulations, or with local compensation practices and policies, in foreign countries in which the Company or any of its Subsidiaries operate, but subject to the limitations set forth herein regarding the maximum number of shares issuable hereunder and the maximum award to any single Participant, the Administrator may (i) modify the terms and conditions of Awards granted to Employees employed and consultants who provide services outside the United States ("**Non-U.S. Awards**"), (ii) establish subplans with such modifications as may be necessary or advisable under the circumstances ("**Subplans**") and (iii) take any action which it deems advisable to obtain, comply with or otherwise reflect any necessary governmental regulatory procedures, exemptions or approvals with respect to the Plan. The Administrator's decision to grant Non-U.S. Awards or to establish Subplans is entirely voluntary, and at the complete discretion of the Administrator. The Administrator may amend, modify or terminate any Subplans at any time, and such amendment, modification or termination may be made without prior notice to the Participants. The Company, Affiliates and members of the Administrator shall not incur any liability of any kind to any Participant as a result of any change, amendment or termination of any Subplan at any time. The benefits and rights provided under any Subplan or by any Non-U.S. Award (x) are wholly discretionary and, although provided by either the Company or an Affiliate of the Company, do not constitute regular or periodic payments and (y) except as otherwise required under applicable laws, are not to be considered part of the Participant's salary or compensation under the Participant's employment with the Participant's local employer for purposes of calculating any severance, resignation, redundancy or other end of service payments, vacation, bonuses, long-term service awards, indemnification, pension or retirement benefits, or any other payments, benefits or rights of any kind. If a Subplan is terminated, the Administrator may direct the payment of Non-U.S. Awards (or direct the deferral of payments whose amount shall be determined) prior to the dates on which payments would otherwise have been made, and determine if such payments may be made in a lump sum or in installments.

Article IV.
SHARES SUBJECT TO PLAN

4.1 Shares Subject to Plan. Subject to Section 4.3 and Section 4.7, the aggregate number of Shares which may be issued under this Plan shall be 1,000,000 (the **"Share Limit**"). All of the Shares reserved under the Plan may be issued in the form of Incentive Stock Options under the Plan, subject to the limitation set forth in Section 4.7. The Shares issued under the Plan may be authorized but unissued, or reacquired Company Common Stock. No provision of this Plan shall be construed to require the Company to maintain the Shares in certificated form. Unless the Administrator shall determine otherwise, (x) Awards may not consist of fractional shares and shall be rounded down to the nearest whole Share, and (y) fractional Shares shall not be issued under the Plan (and shall instead also be rounded as aforesaid).

4.2 If any Award or portion thereof under this Plan is for any reason forfeited, canceled, cash-settled, expired or otherwise terminated without the issuance of Shares, the Shares subject to such forfeited, canceled, cash-settled, expired or otherwise terminated Award, or portion thereof, shall again be available for grant under the Plan. If Shares are tendered or withheld from issuance with respect to an Award by the Company in satisfaction of any Exercise Price, or tax withholding or similar obligations, such tendered or withheld Shares shall again be available for grant under the Plan. Notwithstanding the foregoing, and except to the extent required by applicable law, Replacement Awards shall not be counted against Shares available for grant pursuant to this Plan.

4.3 The maximum number of Shares subject to Awards granted during a single Compensation Year to any non-employee Director, taken together with any cash fees paid during the Compensation Year to the non-employee Director, in respect of the Director's service as a member of the Board during such year (including service as a member or chair of any committees of the Board), shall not exceed (i) $500,000 in total value; or (ii) in the event such non-employee Director is first appointed or elected to the Board during such Compensation Year, $750,000 in total value, or (iii) in the event such non-employee Director is serving asnon-employee Chairperson (or co-Chairperson) of the Board, $750,000 in total value, in each case calculating the value of any equity awards based on the grant date fair value of such equity awards for

4.4 Changes in Company Common Stock; Disposition of Assets and Corporate Events.

(a) If and to the extent necessary or appropriate to reflect any stock dividend, extraordinary dividend, stock split or share combination or any recapitalization, merger, consolidation, exchange of shares, spin-off, liquidation or dissolution of the Company or other similar transaction affecting the Company Common Stock (each, a "**Corporate Event**"), the Administrator shall adjust the number of shares of Company Common Stock available for issuance under the Plan, the ISO Limit, and the number, class and Exercise Price (if applicable) of any outstanding Award, and/or make such substitution, revision or other provisions or take such other actions with respect to any outstanding Award or the holder or holders thereof, in each case as it determines to be equitable. Without limiting the generality of the foregoing sentence, in the event of any such Corporate Event, the Administrator shall have the power to make such changes as it deems appropriate in (i) the number and type of shares or other securities covered by outstanding Awards, (ii) the prices specified therein (if applicable), (iii) the securities, cash or other property to be received upon the exercise, settlement or conversion of such outstanding Awards or otherwise to be received in connection with such outstanding Awards and (iv) any applicable Performance Goals. After any adjustment made by the Administrator pursuant to this Section 4.4, the number of shares subject to each outstanding Award shall be rounded down to the nearest whole number of whole or fractional shares (as determined by the Administrator), and (if applicable) the Exercise Price thereof shall be rounded up to the nearest cent.

(b) Any adjustment of an Award pursuant to this Section 4.4 shall be effected in compliance with Section 424 and 409A of the Code to the extent applicable.

4.5 The Administrator may include such provisions and limitations in any Award Agreement as it shall determine, subject to the terms of the Plan.

4.6 Except to the extent (i) approved in advance by the stockholders of the Company or (ii) pursuant to Section 4.4 as a result of any Corporate Event or pursuant to Article VII in connection with a Change in Control, the Administrator shall not have the power or authority to reduce, whether through amendment or otherwise, the Exercise Price of any outstanding Option or to grant any new Award, or make any cash payment, in substitution for or upon the cancellation of Options previously granted and as to which the Exercise Price thereof is in excess of the then-current Fair Market Value of Share.

4.7 Notwithstanding the Share Limit, and subject to adjustment in accordance with Section 3.3 hereof, the maximum number of Shares that may be granted in connection with, and issued pursuant to the exercise of, Incentive Stock Options granted under this Plan is 1,000,000 shares (the "**ISO Limit**").

Article V.
OPTIONS

5.1 Grant of Options. The Administrator is authorized to make Awards of Options to any Service Provider in such amounts and subject to such terms and conditions as determined by the Administrator, consistent with the Plan. Excluding Replacement Awards, the per Share purchase price of the Shares subject to each Option (the " **Exercise Price**") shall be not less than 100% of the Fair Market Value of a Share on the date such Option is granted. Each Option shall be evidenced by an Award Agreement.

5.2 Exercisability and Vesting; Exercise. Each Option shall vest and become exercisable according to the terms and conditions as determined by the Administrator.

Except as otherwise determined by the Administrator. The Administrator shall specify the manner of and any terms and conditions of exercise of an exercisable Option, including but not limited to net-settlement, delivery of previously owned stock and broker-assisted sales.

5.3 Expiration of Options. No Option may be exercised after the expiration of ten (10) years from the date the Option was granted, unless a longer or shorter period is set forth in the Award Agreement. Notwithstanding the foregoing, in the event that on the last business day of the term of the Option (x) the exercise of the Option is prohibited by applicable law or (y) Shares may not be purchased or sold by certain employees or directors of the Company due to the "**black-out period**" of a Company policy or a "**lock-up**" agreement undertaken in connection with an issuance of securities by the Company, the term of the Option shall be extended but not beyond a period of thirty (30) days following the end of the legal prohibition, black-out period or lock-up agreement (to the extent permissible under Section 409A of the Code) and provided further that no extension will be made if the applicable Exercise Price at the date the initial term would otherwise expire is below the Fair Market Value on such date.

Article VI.
TERMINATION AND FORFEITURE

6.1 Termination for Cause; Post-Service Competitive Activity. Unless otherwise set forth in the Award Agreement, if a Participant's employment or service terminates for Cause or a Participant engages in Competitive Activity following the Participant's termination of employment or service, all Options, whether vested or unvested, and all other Awards that are unvested or unexercisable or otherwise unpaid (or were unvested or unexercisable or unpaid at the time of occurrence of Cause or engagement in Competitive Activity) shall be immediately forfeited and canceled, effective as of the date of the termination or engagement in Competitive Activity. If the Participant engages in Competitive Activity following the termination, any portion of the Participant's Awards that became vested after termination, and any Shares or cash issued upon exercise or settlement of such Awards, shall be immediately forfeited, canceled, and disgorged or paid to the Company together with all gains earned or accrued due to the sale of Shares issued

6.2 Termination due to Death. Unless otherwise set forth in the Award Agreement, if a Participant's employment or service terminates by reason of death:

(a) All Options (whether or not then otherwise exercisable) shall become exercisable in full and the Participant's Eligible Representative may exercise all such Options at any time prior to the earlier of (i) the one-year anniversary of the Participant's death or (ii) the expiration of the term of the Options; provided that any in-the-money Options that are still outstanding on the last day of the time period specified in this Section 6.2(a) shall automatically be exercised on such date; and

(b) All other Awards shall immediately vest in full upon the Participant's death.

6.3 Termination due to Disability. Unless otherwise set forth in the Award Agreement, if a Participant's employment or service terminates by reason of Disability, the Participant shall be treated for purposes of the treatment of the Participant's Awards under this Section 6.3 as though the Participant continued in the employ or service of the Company and all unvested Awards shall remain outstanding and vest, or in the case of Options, vest and become exercisable, in accordance with the terms set forth in the applicable Award Agreement. Any Options granted to such Participant that are exercisable at the date of termination by reason of Disability or that thereafter become exercisable by reason of the operation of the immediately preceding sentence may be exercised at any time prior to the earlier of (i) the one year anniversary of the Participant's termination for Disability or (ii) the expiration of the term of such Options.

6.4 Involuntary Termination Without Cause. Unless otherwise set forth in the Award Agreement, if a Participant's employment or service is involuntarily terminated without Cause:

(a) All Options that are unvested shall be immediately forfeited and canceled, effective as of the date of the termination, and all Options that are vested shall remain outstanding and exercisable until the earlier of (i) 30 days after the effective date of the termination under this Section 6.4 or (ii) the expiration of the term of such Options.

6.5 Termination for Any Other Reason. Unless otherwise set forth in the Award Agreement, if a Participant's employment or service terminates for any reason other as set forth in Sections 6.1 (other than post-service Competitive Activity) through 6.4:

(a) All Options that are unvested shall be immediately forfeited and canceled, effective as of the date of the termination, and all Options that are vested shall remain outstanding and exercisable until the earlier of (i) 30 days after the effective date of the termination under this Section 6.5 or (ii) the expiration of the term of such Options; and

(b) All other Awards that are unvested or have not otherwise been earned shall be immediately forfeited and canceled, effective as of the date of termination.

6.6 Post-Termination Informational Requirements. Before the settlement of any Award following termination of employment or service, the Administrator may require the Participant (or the Participant's Eligible Representative, if applicable) to make such representations and provide such documents as the Administrator deems necessary or advisable to effect compliance with applicable law and the provisions of this Plan.

6.7 Forfeiture and Recoupment of Awards. Awards granted under this Plan (and gains earned or accrued in connection with Awards) shall be subject to such generally applicable policies as to forfeiture and recoupment (including, without limitation, upon the occurrence of material financial or accounting errors, financial or other misconduct or Competitive Activity) as may be adopted by the Administrator or the Board from time to time. Any such policies may (in the discretion of the Administrator or the Board) be applied to outstanding Awards at the time of adoption of such policies, or on a prospective basis only. Participants shall also forfeit and disgorge to the Company any Awards granted or vested and any gains earned or accrued due to the exercise of Options or the sale of any Company Common Stock to the extent required by applicable law or as required by any stock exchange or quotation system on which the Company Common Stock is listed or quoted, in each case in effect on or after the Effective Date, including but not limited to Section 304 of the Sarbanes-Oxley Act of 2002 and Section 10D of the Exchange Act. The implementation of policies and procedures pursuant to this Section 6.7 and any modification of the same shall not be subject to any restrictions on amendment or modification of Awards.

6.8 Clawbacks. Awards shall be subject to any generally applicable clawback policy adopted by the Administrator, the Board or the Company that is communicated to the Participants or any such policy adopted to comply with Applicable Law, whether before or after the adoption date of this Plan.

Article VII.
CHANGE IN CONTROL

7.1 Alternative Award. Unless otherwise provided in an Award Agreement, no cancellation, acceleration or other payment shall occur in connection with a Change in Control pursuant to Section 7.2 with respect to any Award or portion thereof as a result of the Change in Control if the Administrator reasonably determines in good faith, prior

to the occurrence of the Change in Control, that such Award shall be honored or assumed, or new rights substituted therefor following the Change in Control (such honored, assumed or substituted award, an "**Alternative Award**"), provided that any Alternative Award must (i) give the Participant who held the Award rights and entitlements substantially equivalent to or better than the rights and terms applicable under the Award immediately prior to the Change in Control, including an equal or better vesting schedule and that Alternative Awards that are stock options have identical or better methods of payment of the exercise price thereof and a post-termination exercise period extending until at least the fifth anniversary of the Participant's termination (or, if earlier, the expiration of the term of such stock options); (ii) have terms such that if a Participant's employment is involuntarily (*i.e.*, by the Company or its successor other than for Cause) or constructively (*i.e.*, by the Participant with Good Reason) terminated within the twenty-four (24) months following a Change in Control at a time when any portion of the Alternative Award is unvested, the unvested portion of such Alternative Award shall immediately vest in full and such Participant shall receive (as determined by the Board prior to the Change in Control) either (1) a cash payment equal in value to the excess (if any) of the fair market value of the stock subject to the Alternative Award at the date of exercise or settlement over the price (if any) that such Participant would be required to pay to exercise such Alternative Award or (2) publicly-traded shares or equity interests equal in value (as determined by the Administrator) to the value in clause (1).

7.2 Accelerated Vesting and Payment. Except as otherwise provided in this Article VII or in an Award Agreement, upon a Change in Control:

(a) each vested and unvested Option shall be canceled in exchange for a payment equal to the excess, if any, of the Change in Control Price over the applicable Exercise Price;

(b) the vesting restrictions applicable to all other unvested Awards shall lapse, all such Awards shall vest and become non-forfeitable and be canceled in exchange for a payment equal to the Change in Control Price; and

(c) all other Awards that were vested prior to the Change in Control but that have not been settled or converted into Shares prior to the Change in Control shall be canceled in exchange for a payment equal to the Change in Control Price.

To the extent any portion of the Change in Control Price is payable other than in cash and/or other than at the time of the Change in Control, Award holders under the Plan shall receive the same value in respect of their Awards (less any applicable Exercise Price) as is received by the Company's stockholders in respect of their Company Common Stock (as determined by the Administrator), and the Administrator shall determine the extent to which such value shall be paid in cash, in securities or other property, or in a combination of cash and securities or other property, consistent with applicable law. To the extent any portion of the Change in Control Price is payable other than at the time of the Change in Control, the Administrator shall determine the time and form of payment to the Award holders consistent with Section 409A of the Code and other applicable laws. Upon a Change in Control the Administrator may cancel Options for no consideration if the Fair Market Value of the Shares subject to such Options is less than or equal to the Exercise Price of such Options.

Article VIII.
OTHER PROVISIONS

8.1 Awards Not Transferable. Except as otherwise determined by the Administrator, no Award or interest or right therein or part thereof shall be liable for the debts, contracts or engagements of the Participant or his or her successors in interest or shall be subject to disposition by transfer, alienation, anticipation, pledge, encumbrance, assignment or any other means whether such disposition be voluntary or involuntary or by operation of law, by judgment, levy, attachment, garnishment or any other legal or equitable proceedings (including bankruptcy), and any attempted disposition thereof shall be null and void and of no effect; provided, however, that nothing in this Section 8.1 shall prevent transfers by will, by the applicable laws of descent and distribution or pursuant to the beneficiary designation procedures approved by the Company pursuant to Section 8.13 or, with the prior approval of the Company, estate planning transfers.

8.2 Amendment, Suspension or Termination of the Plan or Award Agreements.

(a) The Plan may be wholly or partially amended or otherwise modified, suspended or terminated at any time or from time to time by the Administrator; provided, that without the approval of the stockholders of the Company, no amendment or modification to the Plan may (i) except as otherwise expressly provided in Section 3.3, increase the number of Shares subject to the Plan; (ii) modify the class of persons eligible for participation in the Plan or (iii) materially modify the Plan in any other way that would require stockholder approval under applicable law. Except as otherwise expressly provided in the Plan, neither the amendment, suspension or termination of the Plan shall, without the written consent of the holder of the Award, materially adversely alter or impair any rights or obligations under any Award theretofore granted.

(b) The Administrator at any time, and from time to time, may amend the terms of any one or more existing Award Agreements, provided, however, that the rights of a Participant under an Award Agreement shall not be materially adversely impaired without the Participant's written consent. The Company shall provide a Participant with notice of any amendment made to a Participant's existing Award Agreement.

(c) No Award may be granted during any period of suspension nor after termination of the Plan, and in no event may any Award be granted under this Plan after the expiration of ten (10) years from the Effective Date.

8.3 Effect of Plan upon Other Award and Compensation Plans. The adoption of this Plan shall not affect any other compensation or incentive plans in effect for the Company or any of its Affiliates. Nothing in this Plan shall be construed to limit the right of the Company or any of its Affiliates (a) to establish any other forms of incentives or compensation for Service Providers or (b) to grant or assume options or restricted stock other than under this Plan in connection with any proper corporate purpose, including, but not by way of limitation, the grant or assumption of options or restricted stock in connection with the acquisition by purchase, lease, merger, consolidation or otherwise, of the business, stock or assets of any

8.4 At-Will Employment. Nothing in the Plan or any Award Agreement hereunder shall confer upon the Participant any right to continue as a Service Provider of the Company or any of its Affiliates or shall interfere with or restrict in any way the rights of the Company or any of its Affiliates, which are hereby expressly reserved, to discharge any Participant at any time for any reason whatsoever, with or without Cause.

8.5 Conformity to Securities Laws. The Plan is intended to conform to the extent necessary with all provisions of the Securities Act and the Exchange Act and any and all regulations and rules promulgated under any of the foregoing, to the extent the Company, any of its Affiliates or any Participant is subject to the provisions thereof. Notwithstanding anything herein to the contrary, the Plan shall be administered, and Awards shall be granted and may be exercised, only in such a manner as to conform to such laws, rules and regulations. To the extent permitted by applicable law, the Plan and Awards granted hereunder shall be deemed amended to the extent necessary to conform to such laws, rules and regulations.

8.6 Term of Plan. The Plan was approved by the Board of Directors of the Company on the Effective Date, subject to stockholder approval. The Plan shall continue in effect, unless sooner terminated pursuant to Section 8.2, until the tenth (10^{th}) anniversary of the Effective Date. The provisions of the Plan shall continue thereafter to govern all outstanding Awards.

8.7 Governing Law. To the extent not preempted by federal law, the Plan shall be construed in accordance with and governed by the laws of the State of Delaware regardless of the application of rules of conflict of law that would apply the laws of any other jurisdiction.

8.8 Severability. In the event any portion of the Plan or any action taken pursuant thereto shall be held illegal or invalid for any reason, the illegality or invalidity shall not affect the remaining parts of the Plan, and the Plan shall be construed and enforced as if the illegal or invalid provisions had not been included, and the illegal or invalid action shall be null and void.

8.9 Governing Documents. In the event of any express contradiction between the Plan and any Award Agreement or any other written agreement between a Participant and the Company or any Affiliate that has been approved by the Administrator, the express terms of the Plan shall govern, unless it is expressly specified in such Award Agreement or other written document that such express provision of the Plan shall not apply.

8.10 Withholding Taxes. In addition to any rights or obligations with respect to the federal, state, local or foreign income taxes, withholding taxes or employment taxes required to be withheld under applicable law, the Company or any Affiliate employing a Service Provider shall have the right to withhold from the Service Provider, or otherwise require the Service Provider or an assignee to pay, any such required withholding obligations arising as a result of grant, exercise, vesting or settlement of any Award or any other taxable event occurring pursuant to the Plan or any Award Agreement, including, without limitation, to the extent permitted by law, the right to deduct any such withholding obligations from any payment of any kind otherwise due to the Service Provider or to take such other actions (including, without limitation, withholding any Shares or cash deliverable pursuant to the Plan or any Award) as may be necessary to satisfy such withholding obligations.

8.11 Section 409A. To the extent applicable, the Plan and Award Agreements shall be interpreted in accordance with Section 409A of the Code and Department of Treasury regulations and other interpretive guidance issued thereunder, including without limitation any such regulations or other guidance that may be issued after the adoption of the Plan. Notwithstanding any provision of the Plan to the contrary, in the event that following the adoption of the Plan, the Administrator determines that any Award may be subject to Section 409A of the Code and related regulations and Department of Treasury guidance (including such Department of Treasury guidance as may be issued after the adoption of the Plan), the Administrator may adopt such amendments to the Plan and the applicable Award Agreement or adopt other policies and procedures (including amendments, policies and procedures with retroactive effect), or take any other actions, that the Administrator determines are necessary or appropriate to (a) exempt the Award from Section 409A of the Code and/or preserve the intended tax treatment of the benefits provided with respect to the Award, (b) comply with the requirements of Section 409A of the Code and related Department of Treasury guidance or (c) comply with any correction procedures available with respect to Section 409A of the Code. Notwithstanding anything else contained in this Plan or any Award Agreement to the contrary, if a Service Provider is a " **specified employee**" at the time of the Service Provider's "**separation from service**" (as determined under Section 409A of the Code) then, to the extent necessary to comply with, and avoid imposition on such Service Provider of any tax penalty imposed under, Section 409A of the Code, any payment required to be made to a Service Provider hereunder upon or following his or her separation from service shall be delayed until the first to occur of (i) the six-month anniversary of the Service Provider's separation from service and (ii) the Service Provider's death. Should payments be delayed in accordance with the preceding sentence, the accumulated payment that would have been made but for the period of the delay shall be paid in a single lump sum during the ten (10) day period following the lapsing of the delay period. No provision of this Plan or an Award Agreement shall be construed to indemnify any Service Provider for any taxes incurred by reason of Section 409A (or timing of incurrence thereof), other than an express indemnification provision therefor.

8.12 Notices. Except as provided otherwise in an Award Agreement, all notices and other communications required or permitted to be given under this Plan or any Award Agreement shall be in writing and shall be deemed to have been given if delivered personally, sent by email or any other form of electronic transfer approved by the Administrator, sent by certified or express mail, return receipt requested, postage prepaid, or by any recognized international equivalent of such delivery, (i) in the case of notices and communications to the Company, to its current business address and to the attention of the Corporate Secretary of the Company or (ii) in the case of a Participant, to the last known address, or email address or, where the individual is an employee of the Company or one of its Subsidiaries, to the individual's workplace address or email address or by other means of electronic transfer acceptable to the Administrator. All such notices and communications shall be deemed to have been received on the date of delivery, if sent by email or any other form of electronic transfer, at the time of dispatch or on the third business day after the mailing thereof.

8.13 Beneficiary Designation. Each Participant under the Plan may from time to time pursuant to procedures approved by the Company name any beneficiary or beneficiaries by whom any right under the Plan is to be exercised in case of such Participant's death.

Option Number [Option Number]

180 LIFE SCIENCES CORP.

2025 OPTION INCENTIVE PLAN

STOCK OPTION AGREEMENT

Unless otherwise defined herein, the terms in the Stock Option Agreement (the "**Option Agreement**") have the same meanings as defined in the 180 Life Sciences Corp. 2025 Option Incentive Plan (as amended from time to time)(the "**Plan**").

I. NOTICE OF STOCK OPTION GRANT

Optionee: [Holder Name]

Address: _____

You have been granted an Option to purchase Company Common Stock of the Company (the "**Option**"), subject to the terms and conditions of the Plan and this Option Agreement, as follows:

Grant Date: June 17, 2025

Vesting Commencement Date: June 17, 2025

Exercise Price per Share: $0.9290

Total Number of Shares Granted: [Total Shares]

Total Exercise Price: $[Total Exercise Price]

Type of Option: Non-Qualified Stock Option

Expiration Date: June 17, 2035

Exercise Limitations: Following the Grant Date, but prior to the Stockholder Approval Date (as defined below), no Options can be exercised under this Option, and if Stockholder Approval is not received by the first anniversary of the Grant Date, this Stock Option Agreement and all rights hereunder (including, but not limited to the rights to subscribe for the Options and/or receive any Shares) shall automatically terminate and the Optionee shall not have any rights thereunder whatsoever (collectively, the "**Nasdaq Pre-Approval Requirements**" and as applicable, an "**Automatic Termination**"). Stockholder Approval for the Plan is to be obtained in accordance with the Company's Certificate of Incorporation and Bylaws, each as amended, and Applicable Law (the "**Stockholder Approval**" and the date of such Stockholder Approval, the "**Stockholder Approval Date**").

Vesting Schedule: The Options vest at the rate of one-half (1/2) of such options on each of the six and twelve month anniversaries of the Vesting Commencement Date, subject to the Optionee's continued service to the Company. Notwithstanding the above, all of the unvested Options shall vest immediately upon Optionee's death or Disability, termination of employment without cause or a termination of Optionee for good reason (each as defined and described in Optionee's employment agreement, or if not so defined, as determined in good faith by the Board of Directors of the Company), a Change in Control of the Company.

To the extent vested, and subject to the Stockholder Approval, this Option will be exercisable for three (3) months following the termination of service of Optionee, unless termination is due to Optionee's death or Disability, in which case this Option will be exercisable for twelve (12) months following the termination of service of Optionee. In the event of termination due to Optionee's death, the Company shall use commercially reasonable efforts to notify Optionee's estate of the exercisability of the Option following Optionee's death. Notwithstanding the foregoing sentence, in no event may this Option be exercised following the termination of service of Optionee as determined by the Company's Board to be for Cause or after the Expiration Date as provided above and this Option may be subject to earlier termination as provided in the Plan.

"**Cause**" has the meaning ascribed to such term or words of similar import in Optionee's written employment or service contract with the Company or its parent or any subsidiary and, in the absence of such agreement or definition, means Optionee's (i) conviction of, or plea of nolo contendere to, a felony or any other 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 Optionee's duties or willful failure to perform Optionee'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 Optionee for the benefit of the Company or its subsidiaries, all as reasonably determined by the Company's Board of Directors, which determination will be conclusive.

Legends.

(a) All certificates representing the Shares issued upon exercise of this Option shall, prior to such date as the Plan and Company Common Stock hereunder are covered by a valid Form S-8 or similar U.S. federal registration statement, where applicable, have endorsed thereon the following legend:

THE SECURITIES REPRESENTED BY THIS CERTIFICATE HAVE NOT BEEN REGISTERED OR QUALIFIED UNDER THE U.S. SECURITIES ACT OF 1933, AS AMENDED, OR THE SECURITIES LAWS OF ANY STATE OR OTHER JURISDICTION, AND MAY BE OFFERED AND SOLD ONLY IF REGISTERED AND QUALIFIED PURSUANT TO THE RELEVANT PROVISIONS OF U.S. FEDERAL, STATE AND FOREIGN SECURITIES LAWS OR IF THE COMPANY IS PROVIDED AN OPINION OF COUNSEL SATISFACTORY TO THE COMPANY THAT REGISTRATION AND QUALIFICATION UNDER U.S. FEDERAL, STATE AND FOREIGN SECURITIES LAWS IS NOT REQUIRED.

(b) If the Option is an incentive stock option (ISO), then the following legend will be included:

THE SHARES REPRESENTED BY THIS CERTIFICATE WERE ISSUED UPON EXERCISE OF AN INCENTIVE STOCK OPTION, AND THE COMPANY MUST BE NOTIFIED IF THE SHARES SHALL BE TRANSFERRED BEFORE THE LATER OF THE TWO (2) YEAR ANNIVERSARY OF THE DATE OF GRANT OF THE OPTION OR THE ONE (1) YEAR ANNIVERSARY OF THE DATE ON WHICH THE OPTION WAS EXERCISED. THE REGISTERED HOLDER MAY RECOGNIZE ORDINARY INCOME IF THE SHARES ARE TRANSFERRED BEFORE SUCH DATE.

II. AGREEMENT

1. Grant of Option. The Administrator grants to the Optionee named in the Notice of Stock Option Grant in Part I of this Option Agreement, an Option to purchase the number of Shares set forth in the Notice of Stock Option Grant, at the exercise price per Share set forth in the Notice of Stock Option Grant (the "**Exercise Price**"), and subject to the terms and conditions of the Plan, which is incorporated herein by reference. In the event of a conflict between the terms and conditions of the Plan and this Option Agreement, the terms and conditions of the Plan prevail.

If designated in the Notice of Stock Option Grant as an Incentive Stock Option, this Option is intended to qualify as an Incentive Stock Option as defined in Code section 422. Nevertheless, to the extent that it exceeds the $100,000 rule of Code section 422(d), this Option will be treated as a Nonstatutory/Non-Qualified Stock Option.

2. Exercise of Option.

(a) Right to Exercise. This Option is exercisable, subject to Stockholder Approval, during its term in accordance with the Vesting Schedule set out in the Notice of Stock Option Grant and with the applicable provisions of the Plan and this Option Agreement.

(b) Method of Exercise. This Option is exercisable by (i) delivery of an exercise notice in the form attached as Exhibit A (the "**Exercise Notice**") or in a manner and pursuant to procedures as the Administrator may determine, which will state the election to exercise the Option, the number of Shares with respect to which the Option is being exercised, and other representations and agreements as may be required by the Company and (ii) paying the Company in full the aggregate Exercise Price as to all Shares being acquired, together with any applicable tax withholding.

This Option will be deemed to be exercised upon receipt by the Company of a fully executed Exercise Notice accompanied by the aggregate Exercise Price, together with any applicable tax withholding.

No Shares will be issued pursuant to the exercise of an Option unless the issuance and exercise of Shares complies with applicable state and federal laws ("**Applicable Laws**"). Assuming compliance, for income tax purposes the Shares will be considered transferred to the Optionee on the date on which the Option is exercised with respect to the Shares.

3. Method of Payment. The aggregate Exercise Price may be paid by any of the following, or a combination thereof, at the election of the Optionee:

(a) cash;

(b) check;

(c) to the extent not prohibited by Section 402 of the Sarbanes-Oxley Act of 2002, a promissory note;

(d) other shares of Company Common Stock, provided Shares have a Fair Market Value on the date of surrender equal to the aggregate exercise price of the Shares as to which said Option will be exercised;

(e) if the Optionee is an employee of the Company at the time of exercise, by asking the Company to withhold Shares from the total Shares to be delivered upon exercise equal to the number of Shares having a value equal to the aggregate Exercise Price of the Shares being acquired;

(f) any combination of the foregoing methods of payment; or

(g) such other consideration and method of payment for the issuance of Shares to the extent permitted by Applicable Laws.

4. Restrictions on Exercise. This Option may not be exercised if the issuance of such Shares upon such exercise or the method of payment of consideration for such shares would constitute a violation of any Applicable Laws. The Company will be relieved of any liability with respect to any delayed issuance of shares or its failure to issue shares if such delay or failure is necessary to comply with Applicable Laws.

5. Non-Transferability of Option. This Option may not be transferred in any manner otherwise than by will or by the laws of descent or distribution and may be exercised during the lifetime of Optionee only by Optionee. The terms of the Plan and this Option Agreement are binding upon the executors, administrators, heirs, successors and assigns of the Optionee.

6. Term of Option. This Option may be exercised only within the term set out in the Notice of Stock Option Grant, and may be exercised during the term only in accordance with the Plan and the terms of this Option.

7. Tax Obligations.

(a) Withholding Taxes. Optionee agrees to arrange for the satisfaction of all Federal, state, local and foreign income and employment tax withholding requirements applicable to the Option exercise. Optionee acknowledges and agrees that the Company may refuse to honor the exercise and refuse to deliver the Shares if withholding amounts are not delivered at the time of exercise.

(b) Notice of Disqualifying Disposition of ISO Shares. If the Option granted to Optionee is an Incentive Stock Option ("**ISO**"), and if Optionee sells or otherwise disposes of any of the Shares acquired pursuant to the ISO on or before the later of (i) the date two (2) years after the Grant Date, or (ii) the date one (1) year after the

date of exercise, the Optionee must immediately notify the Company of the disposition in writing. Optionee agrees that Optionee may be subject to income tax withholding by the Company on the compensation income recognized by the Optionee.

(c) Code Section 409A. Under Code section 409A, an Option that was granted with a per Share exercise price that is determined by the Internal Revenue Service (the "**IRS**") to be less than the Fair Market Value of a Share on the Grant Date (a "**discount option**") may be considered deferred compensation. An Option that is a discount option may result in (i) income recognition by the Optionee prior to the exercise of the Option, (ii) an additional twenty percent (20%) tax, and (iii) potential penalty and interest charges. Optionee acknowledges that the Company cannot and has not guaranteed that the IRS will agree that the per Share Exercise Price of this Option equals or exceeds Fair Market Value of a Share on the Grant Date in a later examination. Optionee agrees that if the IRS determines that the Option was granted with a per Share exercise price that was less than the Fair Market Value of a Share on the Grant Date, Optionee will be solely responsible for any and all resulting tax consequences.

8. No Guarantee of Continued Service. OPTIONEE ACKNOWLEDGES AND AGREES THAT THE VESTING OF SHARES PURSUANT TO THE VESTING SCHEDULE HEREOF IS EARNED ONLY BY CONTINUING AS AN EMPLOYEE AND/OR DIRECTOR (AS APPLICABLE) AT THE WILL OF THE COMPANY (OR THE PARENT OR SUBSIDIARY EMPLOYING OR RETAINING OPTIONEE) AND NOT THROUGH THE ACT OF BEING HIRED, BEING GRANTED THIS OPTION OR ACQUIRING SHARES HEREUNDER. OPTIONEE FURTHER ACKNOWLEDGES AND AGREES THAT THIS OPTION AGREEMENT, THE TRANSACTIONS CONTEMPLATED HEREUNDER AND THE VESTING SCHEDULE SET FORTH HEREIN DO NOT CONSTITUTE AN EXPRESS OR IMPLIED PROMISE OF CONTINUED ENGAGEMENT AS AN EMPLOYEE AND/OR DIRECTOR (AS APPLICABLE) FOR THE VESTING PERIOD, FOR ANY PERIOD, OR AT ALL, AND WILL NOT INTERFERE IN ANY WAY WITH OPTIONEE'S RIGHT OR THE RIGHT OF THE COMPANY (OR THE PARENT OR SUBSIDIARY EMPLOYING OR RETAINING OPTIONEE) TO TERMINATE OPTIONEE'S RELATIONSHIP AS AN EMPLOYEE OR DIRECTOR AT ANY TIME, WITH OR WITHOUT CAUSE.

9. 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 Optionee, to the address (or telecopy number) set forth on the Notice of Stock Option 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 Optionee in writing, Attention: Corporate Secretary;

or to any 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 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 fourth Business Day following the date on which the piece of mail containing the 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.

10. Specific Performance. Optionee expressly agrees that the Company will be irreparably damaged if the provisions of this Option Agreement and the Plan are not specifically enforced. Upon a breach or threatened breach of the terms, covenants and/or conditions of this Option Agreement or the Plan by the Optionee, 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 Administrator has the power to determine what constitutes a breach or threatened breach of this Option Agreement or the Plan. The Administrator's determinations will be final and conclusive and binding upon the Optionee.

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

12. Optionee Undertaking. The Optionee 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 the Optionee pursuant to the express provisions of this Option Agreement.

13. Modification of Rights. The rights of the Optionee are subject to modification and termination in certain events as provided in this Option Agreement and the Plan.

14. 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.

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

16. Entire Agreement. The Plan, this Option Agreement, and upon execution, the Exercise Notice, constitute the entire agreement of the parties with respect to the subject matter hereof and supersede in their entirety all prior undertakings and agreements of the Company and Optionee with respect to the subject matter hereof, and may not be modified adversely to the Optionee's interest except by means of a writing signed by the Company and Optionee.

17. Severability. In the event one or more of the provisions of this Option 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 Option Agreement, and this Option Agreement will be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

18. WAIVER OF JURY TRIAL. THE OPTIONEE EXPRESSLY, IRREVOCABLY AND UNCONDITIONALLY WAIVES TRIAL BY JURY IN ANY LEGAL ACTION OR PROCEEDING RELATING TO THIS OPTION AGREEMENT AND FOR ANY COUNTERCLAIM THEREIN.

[Remainder of page left intentionally blank.]

Optionee acknowledges receipt of a copy of the Plan and represents that he or she is familiar with the terms and provisions thereof, and accepts this Option subject to all of the terms and provisions thereof. Optionee has reviewed the Plan and this Option in their entirety, has had an opportunity to obtain the advice of counsel prior to executing this Option and fully understands all provisions of the Option. Optionee agrees to accept as binding, conclusive and final all decisions or interpretations of the Administrator upon any questions arising under the Plan or this Option. Optionee further agrees to notify the Company upon any change in the residence address indicated below.

OPTIONEE		**180 LIFE SCIENCES CORP.**	
Signature	_____	**By:**	_____
Print Name:	**«Holder_Name»**	**Print Name:**	_____
Address:	_____	**Address:**	_____
	_____		_____
Date Signed:	_____	**Date Signed:**	_____

EXHIBIT A

2025 OPTION INCENTIVE PLAN

EXERCISE NOTICE

180 Life Sciences Corp.
3000 El Camino Real, Bldg. 4, Suite 200
Palo Alto, California 94306

Attention: 180 Life Sciences Corp., Corporate Secretary

1. Exercise of Option. Effective as of today, _____, _____, «Holder_Name» ("**Optionee**") elects to exercise Optionee's option to purchase _____ shares of the Company Common Stock (the "**Shares**") of 180 Life Sciences Corp. (the "**Company**") under and pursuant to the 180 Life Sciences Corp. 2025 Option Incentive Plan (as amended from time to time, the "**Plan**") and the Stock Option Agreement effective June 17, 2025 (the "**Option Agreement**").

2. Delivery of Payment. Optionee herewith delivers to the Company the full purchase price of the Shares, as set forth in the Option Agreement, and any and all withholding taxes due in connection with the exercise of the Option.

3. Representations of Optionee. Optionee acknowledges that Optionee has received, read and understood the Plan and the Option Agreement and agrees to abide by and be bound by their terms and conditions.

4. Rights as Stockholder. Until the issuance of the Shares (as evidenced by the appropriate entry on the books of the Company or of a duly authorized transfer agent of the Company), no right to vote or receive dividends or any other rights as a stockholder exists with respect to the Optioned Stock, notwithstanding the exercise of the Option. Subject to the requirements of Section 6 below, the Shares will be issued to the Optionee as soon as practicable after the Option is exercised in accordance with the Option Agreement. No adjustment will be made for a dividend or other right for which the record date is prior to the date of issuance except as provided in the Plan.

5. Tax Consultation. Optionee understands that Optionee may suffer adverse tax consequences as a result of Optionee's purchase or disposition of the Shares. Optionee represents that Optionee has consulted with any tax consultants Optionee deems advisable in connection with the purchase or disposition of the Shares and that Optionee is not relying on the Company for any tax advice.

6. Refusal to Transfer. The Company will not (i) transfer on its books any Shares that have been sold or otherwise transferred in violation of any of the provisions of this Exercise Notice, or (ii) be required to treat as owner of such Shares or to accord the right to vote or pay dividends to any purchaser or other transferee to whom such Shares have been so transferred.

7. Successors and Assigns. The Company may assign any of its rights under this Exercise Notice to single or multiple assignees, and this Exercise Notice inures to the benefit of the successors and assigns of the Company. Subject to the restrictions on transfer herein set forth, this Exercise Notice is binding upon Optionee and his or her heirs, executors, administrators, successors and assigns.

8. Interpretation. Any dispute regarding the interpretation of this Exercise Notice will be submitted by Optionee or by the Company forthwith to the Administrator for review at its next regular meeting. The resolution of disputes by the Administrator will be final and binding on all parties.

9. Governing Law; Severability. This Exercise Notice 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 Exercise to the substantive law of another jurisdiction. In the event that any provision hereof becomes or is declared by a court of competent jurisdiction to be illegal, unenforceable or void, this Exercise Notice will continue in full force and effect.

10. Optionee Representations.

(a) With respect to a transaction occurring prior to such date as the Plan and Company Common Stock thereunder are covered by a valid Form S-8 or similar U.S. federal registration statement, Optionee agrees that in no event shall Optionee make a disposition of any of the Company Common Stock, unless and until: (i) Optionee shall have notified the Company of the proposed disposition and shall have furnished the Company with a statement of the circumstances surrounding the proposed disposition; and (ii) Optionee shall have furnished the Company with an opinion of counsel satisfactory to the Company to the effect that (A) such disposition will not require registration or qualification of such Company Common Stock under applicable U.S. federal, state or foreign securities laws or (B) appropriate action necessary for compliance with the U.S. federal, state or foreign securities laws has been taken; or (iii) the Company shall have waived, expressly and in writing, its rights under

clauses (i) and (ii) of this Subsection.

(b) Optionee understands that if a registration statement covering the Company Common Stock under the Securities Act is not in effect when Optionee desires to sell the Company Common Stock, Optionee may be required to hold the Company Common Stock for an indeterminate period. Optionee also acknowledges that Optionee understands that any sale of the Company Common Stock which might be made by Optionee in reliance upon Rule 144 under the Securities Act may be made only in limited amounts in accordance with the terms and conditions of that Rule.

11. Other Documents. Optionee hereby acknowledges receipt or the right to receive a document providing the information required by Rule 428(b)(1) promulgated under the Securities Act of 1933, as amended, including, but not limited to, the information required by Part I of Form S-8, if applicable.

12. Notices. Any notice required or permitted hereunder will be provided in writing and deemed effective if provided in the manner specified in the Option Agreement.

13. Further Instruments. The parties agree to execute any further instruments and to take any further action as may be reasonably necessary to carry out the purposes and intent of the Option Agreement and this Exercise Notice.

14. Entire Agreement. The Plan and Option Agreement are incorporated herein by reference. This Exercise Notice, the Plan, and the Option Agreement constitute the entire agreement of the parties with respect to the subject matter hereof and supersede in their entirety all prior undertakings and agreements of the Company and Optionee with respect to the subject matter hereof, and may not be modified adversely to the Optionee's interest except by means of a writing signed by the Company and Optionee.

[Signature page follows.]

Submitted by:

OPTIONEE

Signature _____

Print Name: **[Holder Name]**

Address: _____

Accepted by:

180 LIFE SCIENCES CORP.

By: _____

Print Name: _____

Date Received: _____

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 December 17, 2025 and June 17, 2026, 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.

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 immediately (1) if Grantee's service with the Company ceases owing to the Grantee's death; and (2) upon a Change in Control (as defined in the Plan).

(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.

(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.

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.

Restricted Stock Grant Number XX-XXXX

(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.

Restricted Stock Grant Number XX-XXXX

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.

Restricted Stock Grant Number XX-XXXX

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.

Restricted Stock Grant Number XX-XXXX

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]

Restricted Stock Grant Number XX-XXXX

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: _____

Restricted Stock Grant Number XX-XXXX

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: _____

Exhibit 10.6

AMENDED AND RESTATED EXECUTIVE CONSULTING AGREEMENT

made this ____ day of June 2025

AMONG

180 LIFE SCIENCES CORP.

AND

BLAIR JORDAN STRATEGY AND FINANCE CONSULTING INC.

AND

BLAIR JORDAN

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AMENDED AND RESTATED EXECUTIVE CONSULTING AGREEMENT

THIS AGREEMENT is dated June ___, 2025, and effective as of June 1, 2025 (the "Effective Date"). This Agreement amends, supersedes and replaces those certain Executive Consulting Agreements between the Company, Consultant and CEO dated February 21, 2025 (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, 2027, 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 on the terms set forth herein.

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"). The Fee will increase automatically on the date 180 closes any material transaction, including but not limited to a financing by 180 or an affiliate, of $100,000,000 or more, to $350,000 (the "Increased 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, a yearly incentive bonus of up to 100% of the Fee (or in the event it applies, the Increased Fee), but no less than 50% of the Fee (or in the event it applies, the Increased 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 and 2027 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.

Vesting of Equity Compensation

2.5 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), and (ii) all options and shares then outstanding and scheduled to vest will immediately vest.

2.6 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

2.7 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.

2.8 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.

2.9 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; material diminution of duties; reporting structure and budget authority is reduced; and any material reduction of compensation); 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 tenth day following such termination, a severance payment equal to: (i) two times the then current annualized Fee (or in the event it applies, the Increased Fee), together with all outstanding Expenses and pro-rated Fee (or in the event it applies, the Increased Fee)(through the date of termination); (ii) any unvested equity grant (including but not limited to options, restricted shares, RSUs and other equity incentives) will vest immediate (collectively, the "Extended Obligations"); and (iii) two times any unpaid annual cash bonus in respect of any completed or partial fiscal year that has ended prior to the date of such termination with such amount determined based on actual performance during such fiscal year (and/or partial year, as the case may be) as determined by the compensation committee, which in any case shall be no less than 50% the Fee (or in the event it applies, the Increased Fee) before being multiplied by 2; and (iv) immediate vesting of any and all equity or equity-related awards (previously awarded to the Consultant that vest solely on the service of the CEO and Consultant.

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 (or in the event it applies, the Increased 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.

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/ Ryan Smith
Authorized Signatory

BLAIR JORDAN STRATEGY AND FINANCING CONSULTING INC.

Per: /s/ Blair Jordan
CEO

BLAIR JORDAN

/s/ Blair Jordan