

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

FORM 8-K

CURRENT REPORT

Pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934

Date of Report (Date of earliest event reported): October 5, 2023

ANEBULO PHARMACEUTICALS, INC
(Exact name of Registrant as Specified in Its Charter)

Delaware
(State or Other Jurisdiction
of Incorporation)

001-40388
(Commission
File Number)

85-1170950
(IRS Employer
Identification No.)

Anebulo Pharmaceuticals, Inc.
1017 Ranch Road 620 South, Suite 107
Lakeway, TX
(Address of Principal Executive Offices)

78734
(Zip Code)

Registrant's Telephone Number, Including Area Code: (512) 598-0931

Not Applicable
(Former Name or Former Address, if Changed Since Last Report)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
- Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
- Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
- Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

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, \$0.001 par value per share	ANEB	The Nasdaq Stock Market LLC

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

Emerging growth company

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

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

On October 6, 2023, Anebulo Pharmaceuticals, Inc., a Delaware corporation (the “Company”), terminated without cause the employment of Simon Allen, the Company’s Chief Executive Officer. In connection with his termination, Mr. Allen resigned from the Company’s Board of Directors (the “Board”) on October 5, 2023.

On October 6, 2023, the Board appointed Richard (Richie) Anthony Cunningham as the Company’s Chief Executive Officer and as a member of the Board.

Mr. Cunningham, age 53, has over 20 years of leadership experience in the healthcare and biopharmaceutical industry. Prior to joining the Company, Mr. Cunningham was the Chief Executive Officer at Tyme Technologies Inc., a clinical-stage biopharmaceutical company, which position he held from November 2020 to October 2022. Prior to that, Mr. Cunningham was the Chief Executive Officer and President of IXC Discovery, Inc. (formerly, Icagen Inc.), a drug discovery company, which positions he held from November 2014 to November 2020. He has also served as a director of IXC Discovery, Inc. since April 2020. Before IXC Discovery, Inc., Mr. Cunningham held various roles at pharmaceutical and healthcare companies, including Boehringer Ingelheim and Valeant Pharmaceuticals (now, Bausch Health Companies Inc.; NYSE: BHC). His experience includes a broad array of responsibilities, including mergers and acquisitions, business development, strategy development, therapeutic launches, contracting, managed care, and sales and marketing. He has led the commercialization and launch of multiple therapies in oncology, rare disease, infectious disease, respiratory, neurology, cardiovascular and metabolic diseases.

In connection with his appointment as the Company’s Chief Executive Officer, the Company entered into an employment agreement with Mr. Cunningham (the “Employment Agreement”), which sets forth the terms of Mr. Cunningham’s employment with the Company. Pursuant to the Employment Agreement, Mr. Cunningham is entitled to receive an annual base salary of \$450,000. In addition, pursuant to the Employment Agreement, on October 6, 2023, the Company granted Mr. Cunningham a stock option under the Company’s 2020 Stock Incentive Plan (the “Plan”) to purchase up to 600,000 shares of the Company’s common stock at an exercise price equal to the closing price of the common stock on the grant date as reported on The Nasdaq Capital Market (the “Grant Date Closing Price”). This option vests in 16 equal quarterly installments commencing on January 1, 2024, provided Mr. Cunningham remains employed with the Company on the respective vesting date. In addition, on October 6, 2023, the Company granted Mr. Cunningham a performance-based stock option under the Plan to purchase up to 140,000 shares of common stock at an exercise price per share equal to the Grant Date Closing Price. This option vests in installments upon achievement of certain business development, clinical and corporate milestones.

Pursuant to the Employment Agreement, if the Company terminates Mr. Cunningham without cause (as defined in the Employment Agreement) or if Mr. Cunningham resigns for good reason (as defined in the Employment Agreement), then subject to Mr. Cunningham providing the Company with a timely and effective release and waiver of claims, Mr. Cunningham is entitled to receive salary continuation for a period of 12 months plus COBRA premiums for up to 12 months.

The foregoing summary of the Employment Agreement is not complete and is qualified in its entirety by reference to the full agreement, a copy of which is filed as Exhibit 10.1 to this report.

The Company and Mr. Cunningham have also entered into the Company’s standard indemnification agreement for the Company’s directors and officers, a copy of which is filed as Exhibit 10.8 to the Company’s Registration Statement on Form S-1, filed with the SEC on April 1, 2021.

On October 6, 2023, the Company appointed Bimal Shah as a member of the Board and as a member of the Audit Committee and the Compensation Committee of the Board. Mr. Shah will be compensated for his services as a director pursuant to the Company’s non-employee director compensation policy, a copy of which is filed as Exhibit 10.9 to the Company’s Annual Report on Form 10-K filed with the SEC on September 9, 2022. The Company and Mr. Shah have also entered into the Company’s standard indemnification agreement for the Company’s directors and officers, a copy of which is filed as Exhibit 10.8 to the Company’s Registration Statement on Form S-1, filed with the SEC on April 1, 2021.

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits

Exhibit Number	Description
10.1	Executive Employment Agreement, dated October 5, 2023, between the Company and Richard Anthony Cunningham.
104	Cover Page Interactive Data File (embedded within the Inline XBRL document).

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.

ANEBULO PHARMACEUTICALS, INC.

Date: October 6, 2023

By: /s/ Richard Anthony Cunningham
Richard Anthony Cunningham
Chief Executive Officer (*Principal Executive Officer*)

EMPLOYMENT AGREEMENT

This Employment Agreement (the “Agreement”), effective as of October 5, 2023 (the “Effective Date”), is made by and between **Richard Anthony Cunningham** (the “Executive”) and Anebulo Pharmaceuticals, Inc., a Delaware corporation (together with any of its subsidiaries and affiliates as may employ the Executive from time to time, and any successor(s) thereto, the “Company”).

RECITALS

- A. The Company and the Executive desire to enter into this Employment Agreement in the form hereof.
- B. The Company desires to assure itself of the services of the Executive by engaging the Executive to perform services under the terms hereof.
- C. The Executive desires to provide services to the Company on the terms herein provided.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing and of the respective covenants and agreements set forth below the parties hereto agree as follows:

1. Certain Definitions

(a) “AAA” shall have the meaning set forth in Section 19.

(b) “Affiliate” shall mean, with respect to any Person, any other Person directly or indirectly controlling, controlled by, or under common control with, such Person where “control” shall have the meaning given such term under Rule 405 of the Securities Act of 1933, as amended from time to time.

(c) “Agreement” shall have the meaning set forth in the preamble hereto.

(d) “Base Compensation” shall have the meaning set forth in Section 3(a).

(e) “Board” shall mean the Board of Directors of the Company or any successor governing body.

(f) The Company shall have “Cause” to terminate the Executive’s employment hereunder upon: (i) a material breach by the Executive of this Agreement and other agreements with the Company (including, without limitation, any breach of the restrictive covenants of any such agreement), (ii) the Executive’s willful failure to substantially perform the duties set forth in this Agreement (other than any such failure resulting from the Executive’s Disability); (iii) the Executive’s willful failure to carry out, or comply with, in any material respect any lawful directive of the Board; (iv) the Executive’s conviction of, guilty plea to, or confession of guilt of, a felony, (v) fraudulent, dishonest, or illegal conduct by the Executive in the performance of services for or on behalf of the Company or any of the Company Affiliates, (vi) any repeated conduct by the Executive in material violation of the Company’s written policies, (vii) any conduct by the Executive that is materially detrimental to the reputation of the Company or any of the Company Affiliates, (viii) the Executive’s misappropriation of funds of the Company or any of the Company Affiliates, or (ix) the Executive’s engaging in discrimination, sexual harassment, other harassment, retaliation, or any conduct involving an act of moral turpitude. A termination of the Executive’s employment for Cause shall not be effective unless (i) the Company provides written notice to the Executive of the facts alleged by the Company to constitute Cause and such notice is delivered to the Executive no more than ninety (90) days after the Company has actual knowledge of such facts and (ii) in the case of terminations under clauses (i), (ii), (iii), (vi), (vii), and (ix), the Executive has been given an opportunity of no less than ten (10) days after receipt of such notice to cure the circumstances alleged to give rise to Cause.

(g) “Change in Control” shall mean: (i) a Reorganization Event as that term is defined in the Company’s 2020 Stock Incentive Plan.

(h) “Code” shall mean the Internal Revenue Code of 1986, as amended.

(i) “Company” shall, except as otherwise provided in Section 7(i), have the meaning set forth in the preamble hereto.

(j) “Compensation Committee” shall mean the Compensation Committee of the Board, or if no such committee exists, the Board.

(k) “Date of Termination” shall mean (i) if the Executive’s employment is terminated due to the Executive’s death, the date of the Executive’s death; (ii) if the Executive’s employment is terminated due to the Executive’s Disability, the date determined pursuant to Section 4(a)(ii); (iii) if the Executive’s employment is terminated pursuant to Section 4(a)(iii)-(vi) either the date indicated in the Notice of Termination or the date specified by the Company pursuant to Section 4(b), whichever is earlier.

(l) “Disability” shall mean the Executive’s inability to engage in any substantial gainful activity by reason of any medically determinable physical or mental impairment that can be expected to result in death or that can be expected to last for a continuous period of not less than twelve (12) months as determined by a physician jointly selected by the Company and the Executive.

(m) “Effective Date” shall have the meaning set forth in the preamble hereto.

(n) “Exchange Act” shall mean the Securities Exchange Act of 1934, as amended.

(o) “Excise Tax” shall have the meaning set forth in Section 6(b).

(p) “Executive” shall have the meaning set forth in the preamble hereto.

(q) “First Payment Date” shall have the meaning set forth in Section 5(b)(ii).

(r) The Executive shall have “Good Reason” to terminate the Executive’s employment hereunder within two (2) years after the occurrence of one or more of the following conditions without the Executive’s written consent: (i) a material diminution in the Executive’s authority, duties, or responsibilities, as described herein; (ii) the failure of the Company to make all payments due to the Executive under this Agreement or other agreements entered into between Executive and the Company; (iii) a material diminution in the Executive’s Annual Base Compensation; (iv) a material change in the geographic location at which the Executive must perform the Executive’s services hereunder that requires the Executive to relocate his residence; or (v) any other action or inaction that constitutes a material breach of this Agreement by the Company; and which, in the case of any of the foregoing, continues beyond thirty (30) days after the Executive has provided the Company written notice that the Executive believes in good faith that such condition giving rise to such claim of Good Reason has occurred, so long as such notice is provided within ninety (90) days after the initial existence of such condition.

(s) “Installment Payments” shall have the meaning set forth in Section 5(b)(ii).

(t) “Notice of Termination” shall have the meaning set forth in Section 4(b).

(u) “Other Stock-Based Award” shall mean an award of stock of the Company as defined in Sections 6-7 of the Company’s 2020 Stock Incentive Plan, subject to grant awards made by the Company.

(v) “Performance Targets” shall have the meaning set forth in Section 3(b).

(w) “Person” shall mean any individual, natural person, corporation (including any nonprofit corporation), general partnership, limited partnership, limited liability partnership, joint venture, estate, trust, company (including any company limited by shares, limited liability company or joint stock company), incorporated or unincorporated association, governmental authority, firm, society or other enterprise, organization or other entity of any nature.

(x) “Proprietary Information” shall have the meaning set forth in Section 7(d).

(y) “Release” shall have the meaning set forth in Section 5(b)(ii).

(z) “Reorganization Event” shall have the meaning set forth in Section 8(b)(i) of the Company’s 2020 Stock Incentive Plan.

(aa) “Restricted Period” shall mean the period from the Effective Date through (i) with respect to any termination of employment, the first (1st) anniversary of the Date of Termination.

(bb) “Section 409A” shall mean Section 409A of the Code and the 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 Effective Date.

(cc) “Severance Payment” shall have the meaning set forth in Section 5(b)(i).

(dd) “Severance Period” shall mean: (A) if the Executive’s employment shall be terminated by the Company without Cause pursuant to Section 4(a)(iv) or by the Executive’s resignation for Good Reason pursuant to Section 4(a)(v), the period beginning on the Date of Termination and ending on the first (1st) anniversary of the Date of Termination.

(ee) “SIP” shall mean the Company’s 2020 Stock Incentive Plan adopted by the Company on or about June 18, 2020 and any additional long-term incentive plan adopted in the future and identified by the Company, in the adopting resolution or otherwise, as an “SIP” pursuant hereto, and all associated agreements and restrictions relating thereto.

(ff) “Company Agreement” shall mean that certain Company Agreement of Anebulo Pharmaceuticals, Inc., as it may be amended, modified or supplemented from time to time.

(gg) “Total Payments” shall have the meaning set forth in Section 6(b).

2. **Employment**

(a) **In General.** The Company shall employ the Executive and the Executive shall enter the employ of the Company in the position set forth in Section 2(c), and upon the other terms and conditions herein provided.

(b) **At-Will Employment subject to Notice.** Beginning on the Effective Date, subject to the Notice of Termination requirements of Section 4(b) of this Agreement, Executive shall be employed by the Company as an at-will employee and either the Executive or the Company may terminate the employment relationship with or without Cause under the Circumstances set forth in Section 4(a) of this Agreement.

(c) **Position and Duties.** During employment the Executive: (i) shall serve as Chief Executive Officer (“CEO”), with responsibilities, duties and authority customary for such position; (ii) shall report directly to the Board and shall join the Board as a Director; (iii) shall devote a substantial and primary, but not exclusive portion of the Executive’s working time and efforts to the business and affairs of the Company and its subsidiaries, **provided** that the Executive may (1) serve on corporate, civic, charitable, industry or professional association boards or committees, and engage in other professional business ventures, subject to the Board’s prior written consent (which consent shall not unreasonably be withheld), (2) deliver lectures, fulfill speaking engagements or teach at educational institutions and (3) manage his personal investments, so long as none of such activities meaningfully interferes with the performance of the Executive’s duties and responsibilities hereunder, or involves a conflict of interest with the Executive’s duties or responsibilities hereunder or a breach of the covenants contained in Section 7; and (4) agrees to observe and comply with the Company’s rules and policies as adopted by the Company from time to time, which have been made available to the Executive.

3. **Compensation and Related Matters**

(a) **Annual Base Compensation.** For services provided under this Agreement, Executive shall receive an annual salary of USD \$450,000, less applicable payroll tax withholdings and other authorized deductions, and which shall be paid in accordance with the customary payroll practices of the Company, subject to review and adjustment by the Board in its sole discretion (the “**Base Compensation**”).

(b) **Other Stock-Based Awards.** Executive understands and agrees that the significant portion of the compensation for his services shall be derived from the Other Stock-Based Awards under the SIP upon the reaching of certain Performance Targets set forth below, and as approved by the Board, to the satisfaction of the Board on or before the dates set forth in the chart below. A separate grant document will be issued for the Other Stock-Based Award. All Other Stock-Based Awards under the SIP shall be subject to all terms and conditions imposed by the SIP, Company Agreements, and any other agreements concerning the sale, disposal, encumbrance, transfer or ownership rights of such Other Stock-Based Award and/or class of shares, as well as timely execution by Executive of all agreements associated with such Other Stock-Based Award in the discretion of the Company and its advisors. All Performance Targets which have not been achieved upon the fourth anniversary of the Effective Date of this Agreement shall be forfeit. The Board may elect to revive a forfeited award or provide new Other Stock-Based Awards at its sole discretion.

<i>Date or Event</i>	<i>Performance Target</i>	<i>Other Stock-Based Award</i>
1/1/2024 4/1/2024 7/1/2024 10/1/2024 1/1/2025 4/1/2025 7/1/2025 10/1/2025 1/1/2026 4/1/2026 7/1/2026 10/1/2026 1/1/2027 4/1/2027 7/1/2027 10/1/2027	Options to purchase common equity shares at the price the Company stock is trading at on the close of the business day on the date of Executive's hire shall vest ratably in sixteen (16) quarterly installments (option to purchase 37,500 shares per quarter) on the dates listed herein over a four (4) year period from January 1, 2024, through October 1, 2027, provided Executive is employed with the Company on the respective dates.	600,000 shares total (37,500 shares per quarter)
Event	Executive licenses ANEB-001 in Australia or New Zealand or whereby Australia or New Zealand is part of an ex-U.S. licensing package that includes other territories, provided that Executive is employed by the Company when ANEB-001 is licensed in Australia or New Zealand.	15,000 additional shares
Event	Executive licenses ANEB-001 in Europe or whereby Europe is part of an ex-U.S. licensing package that includes other territories, provided that Executive is employed by the Company when ANEB-001 is licensed in Europe.	25,000 additional shares
Event	Initiation of Phase 1 trial with an IV formulation of ANEB-001 or in the event company is acquired prior to the initiation of Phase 1 trial, provided that Executive is employed by the Company when the first patient is dosed with IV ANEB-001.	50,000 additional shares
Event	The closing of a Board approved sale of the Company provided that Executive is employed by the Company on the date of the approval of the sale by the Board.	50,000 additional shares

(c) Benefits. The Executive is eligible to participate in any benefit plans which may be made available from time to time. Executive shall be entitled to work from his personal offices.

(d) Paid Time Off; Holidays. During the Term, the Executive shall be entitled to three (3) weeks of paid time off ("PTO") each full calendar year. The PTO shall be used for vacation time, personal days and sick days. Any vacation or personal time shall be taken at the reasonable and mutual convenience of the Company and the Executive, and with prior approval of the Company, and shall be counted as PTO. Any PTO that the Executive is entitled to in any calendar year that is not used by the end of such calendar year shall be forfeited. Any unused accrued PTO will be paid to Executive at the time of termination from employment. Holidays shall be provided in accordance with Company policy, as in effect from time to time.

(e) Business Expenses. During employment the Company shall reimburse the Executive for all reasonable travel and other business expenses incurred by the Executive in the performance of the Executive's duties to the Company in accordance with the Company's applicable expense reimbursement policies and procedures and Board directive.

(f) Bonus Opportunity. There are no other planned bonus payments to Executive; however, the Board may award Executive a bonus at any time. Whether to award an additional bonus, and in what amount, shall be in the sole discretion of the Board.

4. Termination

The Executive's employment hereunder may be terminated by the Company or the Executive, as applicable, without any breach of this Agreement only under the following circumstances:

(a) Circumstances.

(i) Death. The Executive's employment hereunder shall terminate upon the Executive's death.

(ii) Disability. If the Executive incurs a Disability, the Company may give the Executive written notice of its intention to terminate the Executive's employment. In that event, the Executive's employment with the Company shall terminate, effective on the later of the thirtieth (30th) day after receipt of such notice by the Executive or the date specified in such notice; provided that within the thirty (30) day period following receipt of such notice, the Executive shall not have returned to full-time performance of the Executive's duties hereunder.

(iii) Termination for Cause. The Company may terminate the Executive's employment for Cause.

(iv) Termination without Cause. The Company may terminate the Executive's employment without Cause.

(v) Resignation for Good Reason. The Executive may resign from the Executive's employment for Good Reason.

(vi) Resignation without Good Reason. The Executive may resign from the Executive's employment without Good Reason.

(b) Notice of Termination. Any termination of the Executive's employment by the Company or by the Executive under this Section 4 (other than a termination pursuant to Section 4(a)(i) above) shall be communicated by a written notice to the other party hereto: (i) indicating the specific termination provision in this Agreement relied upon, (ii) except with respect to a termination pursuant to Sections 4(a)(iv) or (vi), setting forth in reasonable detail the facts and circumstances claimed to provide a basis for termination of the Executive's employment under the provision so indicated, and (iii) specifying a Date of Termination which, if submitted by the Executive (or, in the case of a termination described in Section 4(a)(ii), by the Company), shall be at least thirty (30) days following the date of such notice (a "Notice of Termination"); provided, however, that a Notice of Termination delivered by the Company pursuant to Section 4(a)(ii) shall not be required to specify a Date of Termination, in which case the Date of Termination shall be determined pursuant to Section 4(a)(ii); and provided, further, that in the event that the Executive delivers a Notice of Termination to the Company, the Company may, in its sole discretion, accelerate the Date of Termination to any date that occurs following the date of Company's receipt of such Notice of Termination (even if such date is prior to the date specified in such Notice of Termination). A Notice of Termination submitted by the Company may provide for a Date of Termination on the date the Executive receives the Notice of Termination, or any date thereafter elected by the Company in its sole discretion. The failure by the Company or the Executive to set forth in the Notice of Termination any fact or circumstance which contributes to a showing of Cause or Good Reason shall not waive any right of the Company or the Executive hereunder or preclude the Company or the Executive from asserting such fact or circumstance in enforcing the Company's or the Executive's rights hereunder. In connection with any termination of Executive's employment with the Company, Executive agrees to immediately tender written resignation of any officer or director positions to which he has been appointed or elected, subject to the direction of the Board on timing.

5. Company Obligations Upon Termination of Employment

(a) In General. Upon a termination of the Executive's employment for any reason, the Executive (or the Executive's estate) shall be entitled to receive: (i) any portion of the Executive's Annual Base Compensation through the Date of Termination not theretofore paid, (ii) any expenses owed to the Executive under Section 3(e), (iii) any accrued PTO owed to the Executive pursuant to Section 3(d), and (iv) any amount arising from the Executive's participation in, or benefits under, any employee benefit plans, programs or arrangements under Section 3(c), which amounts shall be payable in accordance with the terms and conditions of such employee benefit plans, programs or arrangements. Except as otherwise set forth in Section 5(b) below, the payments and benefits described in this Section 5(a) shall be the only payments and benefits payable in the event of the Executive's termination of employment for any reason.

(b) Severance Payment

(i) In the event of the Executive's termination of employment under the circumstances described below, then, in addition to the payments and benefits described in Section 5(a) above, the Company shall, during the Severance Period, pay to the Executive an amount (the "Severance Payment") calculated as described below:

If the Executive's employment shall be terminated by the Company without Cause pursuant to Section 4(a)(iv) or by the Executive's resignation for Good Reason pursuant to Section 4(a)(v), then the Severance Payment shall be an amount equal to twelve (12) months of the Annual Base Compensation plus reimbursement for COBRA premiums paid by Employee for a maximum of twelve (12) months.

(ii) The Severance Payment shall be in lieu of notice or any other severance benefits to which the Executive might otherwise be entitled. Notwithstanding anything herein to the contrary, (A) no portion of the Severance Payment shall be paid unless, on or prior to the thirtieth (30th) day following the Date of Termination, the Executive timely executes a general waiver and release of claims agreement substantially in the form attached hereto as Exhibit A (the "Release"), which Release shall not have been revoked by the Executive prior to the expiration of the period (if any) during which any portion of such Release is revocable under applicable law, and (B) as of the first date on which the Executive violates any covenant contained in Section 7, any remaining unpaid portion of the Severance Payment shall thereupon be forfeited. Subject to the provisions of Section 9, the Severance Payment shall be paid in equal installments during the Severance Period, at the same time and in the same manner as the Annual Base Compensation would have been paid had the Executive remained in active employment during the Severance Period, in accordance with the Company's normal payroll practices in effect on the Date of Termination; provided that any installment that would otherwise have been paid prior to the first normal payroll payment date occurring on or after the thirtieth (30th) day following the Date of Termination (such payroll date, the "First Payment Date") shall instead be paid on the First Payment Date. For purposes of Section 409A (including, without limitation, for purposes of Section 1.409A-2(b)(2)(iii) of the Department of Treasury Regulations), the Executive's right to receive the Severance Payment in the form of installment payments (the "Installment Payments") shall be treated as a right to receive a series of separate payments and, accordingly, each Installment Payment shall at all times be considered a separate and distinct payment.

(c) The provisions of this Section 5 shall supersede in their entirety any severance payment provisions in any severance plan, policy, program or other arrangement maintained by the Company.

(d) Notwithstanding anything to the contrary in this Agreement, if any Other Stock-Based Award granted to the Executive under the SIP and held by the Executive contains more favorable terms than as provided in this Agreement, then such more favorable terms shall control.

6. Change in Control

(a) Other Stock-Based Awards. Notwithstanding anything to the contrary in this Agreement or any other agreement, including the SIP and any award agreement thereunder, all Other Stock-Based Awards granted to the Executive under the SIP and held by the Executive, but which have not yet been completed, as of immediately prior to a Change in Control, to the extent unvested, shall immediately become 100% vested on a date set by the Board, provided Executive was employed by the Company on the date of the Change in Control.

(b) Golden Parachute Excise Tax Protection. Notwithstanding any provision of this Agreement, if any portion of the payments or benefits provided to the Executive hereunder, or under any other agreement with the Executive or any plan, policy or arrangement of the Company or any of its Affiliates (in the aggregate, "Total Payments"), would constitute an excess "parachute payment" under Section 280G of the Code and would, but for this Section 6(b), result in the imposition on the Executive of an excise tax under Section 4999 of the Code (the "Excise Tax"), then the Total Payments to be made to the Executive shall either be (i) delivered in full, or (ii) reduced by such amount such that no portion of the Total Payments would be subject to the Excise Tax, whichever of the foregoing results in the receipt by the Executive of the greatest benefit on an after-tax basis (taking into account the applicable federal, state and local income taxes and the Excise Tax). The determination of whether a reduction in Total Payments is necessary and the amount of any such reduction shall be made by the Company in its reasonable discretion and in reliance on its tax advisors. If the Company so determines that a reduction in Total Payments is required, such reduction shall apply first pro rata to (A) cash payments subject to Section 409A of the Code as "deferred compensation" and (B) cash payments not subject to Section 409A of the Code (in each case with the cash payments otherwise scheduled to be paid latest in time reduced first), and then pro rata to (C) equity-based compensation subject to Section 409A of the Code as "deferred compensation" and (D) equity-based compensation not subject to Section 409A of the Code.

7. Restrictive Covenants

(a) In Executive's role as CEO, the Company will provide, and has provided, Executive with access to the Proprietary Information (as defined below at 7(d)) and other confidential information of the Company. As the CEO, Executive will also benefit from the business goodwill of the Company that Company has spent considerable time, effort and expense to develop. In consideration for the Company's agreement to provide Executive with its Proprietary Information and other confidential information and in consideration of Executive benefitting from the Company's business goodwill, Executive agrees as follows: The Executive shall not, at any time during the Restricted Period, directly or indirectly engage in, have any equity interest in, or manage or operate any person, firm, corporation, partnership, business or entity (whether as director, officer, employee, agent, representative, partner, security holder, consultant or otherwise) that engages in (either directly or through any subsidiary or Affiliate thereof) any business or activity (i) relating to pharmaceutical research and the development of therapeutic antidotes for treatment of drugs of abuse, which competes with the business of the Company or any entity owned by the Company, or (ii) which the Company or any of its Affiliates has taken active steps to engage in or acquire, but only if the Executive directly or indirectly engages in, has any equity interest in, or manages or operates, such business or activity (whether as director, officer, employee, agent, representative, partner, security holder, consultant or otherwise). Notwithstanding the foregoing, the Executive shall be permitted to acquire a passive stock or equity interest in such a business; provided that such stock or other equity interest acquired is not more than five percent (5%) of the outstanding interest in such business.

(b) In Executive's role as CEO, the Company will provide, and has provided, Executive with access to the Proprietary Information and other confidential information of the Company. As the CEO, Executive will also benefit from the business goodwill of the Company that Company has spent considerable time, effort and expense to develop. In consideration for the Company's agreement to provide Executive with its Proprietary Information and other confidential information and in consideration of Executive benefitting from the Company's business goodwill, Executive agrees as follows: The Executive shall not, at any time during Executive's employment or during the twelve (12)-month period immediately following the Date of Termination, directly or indirectly, either for himself or on behalf of any other entity, (i) recruit or otherwise solicit or induce any employee, customer, subscriber or supplier of the Company to terminate its employment or arrangement with the Company, or otherwise change its relationship with the Company, or (ii) hire, or cause to be hired, any person who was employed by the Company at any time during the twelve (12)-month period immediately prior to the Date of Termination.

(c) The provisions contained in Sections 7(a) and (b) may be altered and/or waived to be made less restrictive on the Executive with the prior written consent of the Board or the Compensation Committee.

(d) Except as the Executive reasonably and in good faith determines to be required in the faithful performance of the Executive's duties hereunder or in accordance with Section 7(f), the Executive shall, during Executive's employment and after the Date of Termination, maintain in confidence and shall not directly or indirectly, use, disseminate, disclose or publish, or use for the Executive's benefit or the benefit of any person, firm, corporation or other entity, any confidential or proprietary information or trade secrets of or relating to the Company, including, without limitation, information with respect to the Company's operations, processes, protocols, products, inventions, business practices, finances, principals, vendors, suppliers, customers, potential customers, marketing methods, costs, prices, contractual relationships, regulatory status, compensation paid to employees or other terms of employment ("Proprietary Information"), or deliver to any person, firm, corporation or other entity, any document, record, notebook, computer program or similar repository of or containing any such Proprietary Information. The Executive's obligation to maintain and not use, disseminate, disclose or publish, or use for the Executive's benefit or the benefit of any person, firm, corporation or other entity, any Proprietary Information after the Date of Termination will continue so long as such Proprietary Information is not, or has not by legitimate means become, generally known and in the public domain (other than by means of the Executive's direct or indirect disclosure of such Proprietary Information) and continues to be maintained as Proprietary Information by the Company. The parties hereby stipulate and agree that as between them, the Proprietary Information identified herein is important, material and affects the successful conduct of the businesses of the Company (and any successor or assignee of the Company).

(i) **Defend Trade Secrets Act Notice.** An individual shall not be held criminally or civilly liable under any Federal or State trade secret law for the disclosure of a trade secret that— (A) is made— (i) in confidence to a Federal, State, or local government official, either directly or indirectly, or to an attorney; and (ii) solely for the purpose of reporting or investigating a suspected violation of law; or (B) is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal. In addition, an individual who files a lawsuit for retaliation by an employer for reporting a suspected violation of law may disclose the trade secret to the attorney of the individual and use the trade secret information in the court proceeding, if the individual—(A) files any document containing the trade secret under seal; and (B) does not disclose the trade secret, except pursuant to court order.

(ii) Upon termination of the Executive's employment with the Company for any reason, the Executive will promptly deliver to the Company all correspondence, drawings, manuals, letters, notes, notebooks, reports, programs, plans, proposals, financial documents, or any other documents concerning the Company's customers, business plans, marketing strategies, products or processes.

(e) The Executive may respond to a lawful and valid subpoena or other legal process but shall give the Company (if lawfully permitted to do so) the earliest possible notice thereof, and shall, as much in advance of the return date as possible, make available to the Company and its counsel the documents and other information sought, and shall assist such counsel in resisting or otherwise responding to such process. Upon notification from Executive of such subpoena or other legal process, but only to the extent that such notification is provided during the Restricted Period, the Company shall, at its reasonable expense, retain mutually acceptable legal counsel to represent Executive in connection with Executive's response to any such subpoena or other legal process. The Executive may also disclose Proprietary Information if: (i) in the reasonable written opinion of counsel for the Executive furnished to the Company, such information is required to be disclosed for the Executive not to be in violation of any applicable law or regulation or (ii) the Executive is required to disclose such information in connection with the enforcement of any rights under this Agreement or any other agreements between the Executive and the Company.

(f) The Executive agrees not to disparage the Company, any of its products or practices, or any of its directors, officers, agents, representatives, equity holders or Affiliates, either orally or in writing, at any time; provided that the Executive may confer in confidence with the Executive's legal representatives, make truthful statements to any government agency in sworn testimony, or make truthful statements as otherwise required by law. The Company agrees that, upon the termination of the Executive's employment hereunder, it shall advise its directors and executive officers not to disparage the Executive, either orally or in writing, at any time; provided that they may confer in confidence with the Company's and their legal representatives and make truthful statements as required by law.

(g) Prior to accepting other employment or any other service relationship during the Restricted Period, the Executive shall provide a copy of this Section 7 to any recruiter who assists the Executive in obtaining other employment or any other service relationship and to any employer or person with which the Executive discusses potential employment or any other service relationship.

(h) In the event the terms of this Section 7 shall be determined by any court of competent jurisdiction to be unenforceable by reason of its extending for too great a period of time or over too great a geographical area or by reason of its being too extensive in any other respect, it will be interpreted to extend only over the maximum period of time for which it may be enforceable, over the maximum geographical area as to which it may be enforceable, or to the maximum extent in all other respects as to which it may be enforceable, all as determined by such court in such action.

(i) As used in this Section 7, the term "Company" shall include the Company, its parent, related entities, and any of its direct or indirect subsidiaries.

(j) Executive acknowledges that Company's Proprietary Information and other confidential information and Company's ability to reserve it for the exclusive knowledge and use of Company is of great competitive importance and commercial value to Company, and that improper use or disclosure of the Proprietary Information or other confidential information by Employee will cause irreparable harm to Company, for which remedies at law will not be adequate. In the event of a breach or threatened breach by Executive of any of the provisions of this Agreement, Executive hereby consents and agrees that Company shall be entitled to seek, in addition to other available remedies, a temporary or permanent injunction or other equitable relief against such breach or threatened breach from any court of competent jurisdiction, without the necessity of showing any actual damages or that monetary damages would not afford an adequate remedy, and without the necessity of posting any bond or other security. The aforementioned equitable relief shall be in addition to, not in lieu of, legal remedies, monetary damages or other available forms of relief. Executive further acknowledges that each member of Company is an intended third-party beneficiary of this Agreement.

(k) Proprietary Rights.

(i) *Work Product*. Executive acknowledges and agrees that all writings, works of authorship, technology, inventions, discoveries, ideas and other work product of any nature whatsoever, that are created, prepared, produced, authored, edited, amended, conceived or reduced to practice by Executive individually or jointly with others during the period of Executive's employment by Company and relating in any way to the business or contemplated business, research or development of Company (regardless of when or where the Work Product is prepared or whose equipment or other resources is used in preparing the same) and all printed, physical and electronic copies, all improvements, rights and claims related to the foregoing, and other tangible embodiments thereof (collectively, "Work Product"), as well as any and all rights in and to copyrights, trade secrets, trademarks (and related goodwill), patents and other intellectual property rights therein arising in any jurisdiction throughout the world and all related rights of priority under international conventions with respect thereto, including all pending and future applications and registrations therefor, and continuations, divisions, continuations-in-part, reissues, extensions and renewals thereof (collectively, "Intellectual Property Rights"), shall be the sole and exclusive property of Company.

(ii) For purposes of this Agreement, Work Product includes, but is not limited to, Company information, including plans, publications, research, strategies, techniques, agreements, documents, contracts, terms of agreements, negotiations, know-how, work in process, databases, manuals, results, developments, reports, drawings, market studies, formulae, communications, algorithms, product plans, product designs, models, audiovisual programs, inventions, unpublished patent applications, original works of authorship, discoveries, experimental processes, experimental results, specifications, customer information, customer lists, manufacturing information, marketing information, advertising information, and sales information.

(iii) *Work Made for Hire; Assignment.* Executive acknowledges that, by reason of being employed by Company at the relevant times, to the extent permitted by law, all of the Work Product consisting of copyrightable subject matter is “work ‘made for hire’” as defined in the Copyright Act of 1976 (17 U.S.C. § 101), and such copyrights are therefore owned by Company. To the extent that the foregoing does not apply, Executive hereby irrevocably assigns to Company, for no additional consideration, Executive’s entire right, title and interest in and to all Work Product and Intellectual Property Rights therein, including the right to sue, counterclaim and recover for all past, present and future infringement, misappropriation or dilution thereof, and all rights corresponding thereto throughout the world. Nothing contained in this Agreement shall be construed to reduce or limit Company’s rights, title or interest in any Work Product or Intellectual Property Rights so as to be less in any respect than that Company would have had in the absence of this Agreement.

(iv) *Further Assurances; Power of Attorney.* During and after Executive’s employment, Executive agrees to reasonably cooperate with Company to (i) apply for, obtain, perfect and transfer to Company the Work Product and Intellectual Property Rights in the Work Product in any jurisdiction in the world; and (ii) maintain, protect and enforce the same, including, without limitation, executing and delivering to Company any and all applications, oaths, declarations, affidavits, waivers, assignments and other documents and instruments as shall be requested by Company. Executive hereby irrevocably grants Company power of attorney to execute and deliver any such documents on Executive’s behalf in Executive’s name and to do all other lawfully permitted acts to transfer the Work Product to Company and further the transfer, issuance, prosecution and maintenance of all Intellectual Property Rights therein, to the full extent permitted by law, if Executive does not promptly cooperate with Company’s request (without limiting the rights Company shall have in such circumstances by operation of law). The power of attorney is coupled with an interest and shall not be affected by Executive’s subsequent incapacity.

(v) *Moral Rights.* To the extent any copyrights are assigned under this Agreement, Executive hereby irrevocably waives, to the extent permitted by applicable law, any and all claims Executive may now or hereafter have in any jurisdiction to all rights of paternity, integrity, disclosure and withdrawal and any other rights that may be known as “moral rights” with respect to all Work Product and all Intellectual Property Rights therein.

(vi) *No License.* Executive agrees that this Agreement does not, and shall not be construed to grant Executive any license or right of any nature with respect to any Work Product or Intellectual Property Rights or any Confidential Information, materials, software, tools or other property, real, personal or intellectual, made available to Executive by Company.

(l) Executive hereby consents to any and all uses and displays, by Company and its agents, of Executive’s name, voice, likeness, image, appearance and biographical information in, on or in connection with any pictures, photographs, audio and video recordings, digital images, websites, other advertising, sales and marketing brochures, books, magazines, other publications, COs, DVDs, tapes and all other printed and electronic forms and media throughout the world, at any time during the period of Executive’s employment by Company, for all legitimate business purposes of Company (“Permitted Uses”). Executive hereby forever releases Company and its directors, officers, employees and agents from any and all claims, actions, damages, losses, costs, expenses and liability of any kind, arising under any legal or equitable theory whatsoever at any time during or after the period of Executive’s employment by Company, in connection with any Permitted Use.

8. Injunctive Relief

The Executive recognizes and acknowledges that a breach of the covenants contained in Section 7 will cause irreparable damage to the Company and its goodwill, the exact amount of which will be difficult or impossible to ascertain, and that the remedies at law for any such breach will be inadequate. Accordingly, the Executive agrees that in the event of a breach of any of the covenants contained in Section 7, in addition to any other remedy which may be available at law or in equity, the Company will be entitled to specific performance and injunctive relief.

9. Section 409A

(a) General. The parties hereto acknowledge and agree that, to the extent applicable, this Agreement shall be interpreted in accordance with, and incorporate the terms and conditions required by, Section 409A. Notwithstanding any provision of this Agreement to the contrary, in the event that the Company determines that any amounts payable hereunder will be immediately taxable to the Executive under Section 409A, the Company reserves the right to (without any obligation to do so or to indemnify the Executive for failure to do so) (i) adopt such amendments to this Agreement or adopt such other policies and procedures (including amendments, policies and procedures with retroactive effect) that it determines to be necessary or appropriate to preserve the intended tax treatment of the benefits provided by this Agreement, to preserve the economic benefits of this Agreement and to avoid less favorable accounting or tax consequences for the Company and/or (ii) take such other actions it determines to be necessary or appropriate to exempt the amounts payable hereunder from Section 409A or to comply with the requirements of Section 409A and thereby avoid the application of penalty taxes thereunder. Notwithstanding anything herein to the contrary, no provision of this Agreement shall be interpreted or construed to transfer any liability for failure to comply with the requirements of Section 409A from the Executive or any other individual to the Company or any of its Affiliates, employees or agents.

(b) Separation from Service under Section 409A; Section 409A Compliance. Notwithstanding anything herein to the contrary: (i) no termination or other similar payments and benefits hereunder shall be payable unless the Executive's termination of employment constitutes a "separation from service" within the meaning of Section 1.409A-1(h) of the Department of Treasury Regulations; (ii) if the Executive is deemed at the time of the Executive's separation from service to be a "specified employee" for purposes of Section 409A(a)(2)(B)(i) of the Code, to the extent delayed commencement of any portion of any termination or other similar payments and benefits to which the Executive may be entitled hereunder (after taking into account all exclusions applicable to such payments or benefits under Section 409A) is required in order to avoid a prohibited distribution under Section 409A(a)(2)(B)(i) of the Code, such portion of such payments and benefits shall not be provided to the Executive prior to the earlier of (x) the expiration of the six (6)-month period measured from the date of the Executive's "separation from service" with the Company (as such term is defined in the Department of Treasury Regulations issued under Section 409A) or (y) the date of the Executive's death; provided that upon the earlier of such dates, all payments and benefits deferred pursuant to this Section 9(b)(ii) shall be paid in a lump sum to the Executive, and any remaining payments and benefits due hereunder shall be provided as otherwise specified herein; (iii) the determination of whether the Executive is a "specified employee" for purposes of Section 409A(a)(2)(B)(i) of the Code as of the time of the Executive's separation from service shall be made by the Company in accordance with the terms of Section 409A (including, without limitation, Section 1.409A-1(i) of the Department of Treasury Regulations and any successor provision thereto); (iv) to the extent that any Installment Payments under this Agreement are deemed to constitute "nonqualified deferred compensation" within the meaning of Section 409A, for purposes of Section 409A (including, without limitation, for purposes of Section 1.409A-2(b)(2)(iii) of the Department of Treasury Regulations), each such payment that the Executive may be eligible to receive under this Agreement shall be treated as a separate and distinct payment; (v) to the extent that any reimbursements or corresponding in-kind benefits provided to the Executive under this Agreement are deemed to constitute "deferred compensation" under Section 409A, such reimbursements or benefits shall be provided reasonably promptly, but in no event later than December 31 of the year following the year in which the expense was incurred, and in any event in accordance with Section 1.409A-3(i)(1)(iv) of the Department of Treasury Regulations; and (vi) the amount of any such payments or expense reimbursements in one calendar year shall not affect the expenses or in-kind benefits eligible for payment or reimbursement in any other calendar year, other than an arrangement providing for the reimbursement of medical expenses referred to in Section 105(b) of the Code, and the Executive's right to such payments or reimbursement of any such expenses shall not be subject to liquidation or exchange for any other benefit.

10. Assignment and Successors

The Company may assign its rights and obligations under this Agreement to any entity, including any successor to all or substantially all the assets of the Company, by merger or otherwise, and may assign or encumber this Agreement and its rights hereunder as security for indebtedness of the Company and its Affiliates. The Executive may not assign the Executive's rights or obligations under this Agreement to any individual or entity. This Agreement shall be binding upon and inure to the benefit of the Company, the Executive and their respective successors, assigns, personnel and legal representatives, executors, administrators, heirs, distributees, devisees, and legatees, as applicable.

11. Governing Law

This Agreement shall be governed, construed, interpreted and enforced in accordance with the substantive laws of the State of Texas, without reference to the conflicts of law rules of Texas or any other jurisdiction, and where applicable, the laws of the United States. Venue of any action arising hereunder shall lie exclusively in Travis County, Texas.

12. Validity

The invalidity or unenforceability of any provision or provisions of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, which shall remain in full force and effect.

13. Notices

Any notice, request, claim, demand, document and other communication hereunder to any party hereto shall be effective upon receipt (or refusal of receipt) and shall be in writing and delivered personally or sent by telex, telecopy, or certified or registered mail, postage prepaid, to the following address (or at any other address as any party hereto shall have specified by notice in writing to the other party hereto):

(a) If to the Company:

Anebulo Pharmaceuticals, Inc.
Attn: Joseph F. Lawler, M.D., Ph.D.
Email: Joe@iflcapitalmanagement.com

(b) If to the Executive, at the address set forth on the signature page hereto.

14. Counterparts

This Agreement may be executed in several counterparts, each of which shall be deemed to be an original, but all of which together will constitute one and the same Agreement.

15. Entire Agreement

This Agreement (together with any other agreements and instruments contemplated hereby or referred to herein) is intended by the parties hereto to be the final expression of their agreement with respect to the employment of the Executive by the Company and may not be contradicted by evidence of any prior or contemporaneous agreement (including, without limitation, any term sheet or offer letter). The parties hereto further intend that this Agreement shall constitute the complete and exclusive statement of its terms and that no extrinsic evidence whatsoever may be introduced in any judicial, administrative, or other legal proceeding to vary the terms of this Agreement.

16. Amendments; Waivers

This Agreement may not be modified, amended, or terminated except by an instrument in writing, signed by the Executive and a duly authorized officer of the Company and approved by the Board, which expressly identifies the amended provision of this Agreement. By an instrument in writing similarly executed and approved by the Board, the Executive or a duly authorized officer of the Company may waive compliance by the other party or parties hereto with any provision of this Agreement that such other party was or is obligated to comply with or perform; provided, however, that such waiver shall not operate as a waiver of, or estoppel with respect to, any other or subsequent failure to comply or perform. No failure to exercise and no delay in exercising any right, remedy, or power hereunder shall preclude any other or further exercise of any other right, remedy, or power provided herein or by law or in equity.

17. No Inconsistent Actions

The parties hereto shall not voluntarily undertake or fail to undertake any action or course of action inconsistent with the provisions or essential intent of this Agreement. Furthermore, it is the intent of the parties hereto to act in a fair and reasonable manner with respect to the interpretation and application of the provisions of this Agreement.

18. Construction

This Agreement shall be deemed drafted equally by both of the parties hereto. Its language shall be construed as a whole and according to its fair meaning. Any presumption or principle that the language is to be construed against any party hereto shall not apply. The headings in this Agreement are only for convenience and are not intended to affect construction or interpretation. Any references to paragraphs, subparagraphs, sections or subsections are to those parts of this Agreement, unless the context clearly indicates to the contrary. Also, unless the context clearly indicates to the contrary, (a) the plural includes the singular and the singular includes the plural; (b) "and" and "or" are each used both conjunctively and disjunctively; (c) "any," "all," "each," or "every" means "any and all," and "each and every"; (d) "includes" and "including" are each "without limitation"; (e) "herein," "hereof," "hereunder" and other similar compounds of the word "here" refer to the entire Agreement and not to any particular paragraph, subparagraph, section or subsection; and (f) all pronouns and any variations thereof shall be deemed to refer to the masculine, feminine, neuter, singular or plural as the identity of the entities or persons referred to may require.

19. **Arbitration**

Executive and Company mutually agree to the use of final binding individual arbitration to settle any controversy or claim under federal or state law arising out of or relating to Executive's employment with Company, or the application for or termination thereof, or any dispute or controversy based on, arising under, or relating to this Agreement.

All such claims will be resolved under the Federal Arbitration Act ("FAA"), 9 U.S.C. § 1 *et seq.*, or if the FAA is not applicable, the relevant state arbitration statute. All such claims will be resolved exclusively by final and binding arbitration, conducted before a single neutral arbitrator in Travis County, Texas, or in another mutually agreeable location, in accordance with the Employment Arbitration Rules and Mediation Procedures of the American Arbitration Association (the "AAA") then in effect; provided, however, that any claim that is expressly precluded from arbitration by a governing federal or state law that is not preempted by the FAA (e.g., workers' compensation claims, unemployment compensation claims), or that seeks injunctive relief, shall not be subject to binding arbitration; and the Company shall be entitled to seek a restraining order or injunction in any court of competent jurisdiction to prevent any continuation of any violation of the provisions of Section 7, and the Executive hereby consents that such restraining order or injunction may be granted without requiring the Company to post a bond. The AAA Employment Rules are available at <https://www.adr.org/Rules>.

Arbitration may be compelled, and judgment may be entered on the arbitration award in, any court having jurisdiction. Only individuals who are (a) lawyers engaged full-time in the practice of law and (b) on the AAA roster of arbitrators shall be selected as an arbitrator. Within twenty (20) days of the conclusion of the arbitration hearing, the arbitrator shall prepare written findings of fact and conclusions of law. The arbitrator is expected to apply Texas law and shall be entitled to award any relief available in a court of law. Each party shall bear its own costs and attorneys' fees in connection with an arbitration; provided, however, that the Company shall bear the cost of the arbitrator and the AAA's administrative fees, if required to do so by law; otherwise, the parties will split these costs.

The Executive further agrees to waive any right to a court or judicial action, jury decision, or class or collective action on any matter subject to arbitration, except that a court has jurisdiction to address (1) the application and scope of this arbitration agreement, including the severance of any provision found unlawful; (2) the need for a temporary restraining order or preliminary injunction pending the outcome of arbitration; and (3) the enforcement of an arbitration award. The prevailing party in any court or judicial action to enforce the arbitration rights in this agreement will be entitled to reimbursement of all legal fees and expenses by the other party.

20. Enforcement

If any provision of this Agreement is held to be illegal, invalid or unenforceable under present or future laws effective during the term of this Agreement, such provision shall be fully severable; this Agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a portion of this Agreement; and the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by the illegal, invalid or unenforceable provision or by its severance from this Agreement. Furthermore, in lieu of such illegal, invalid or unenforceable provision there shall be added automatically as part of this Agreement a provision as similar in terms to such illegal, invalid or unenforceable provision as may be possible and be legal, valid and enforceable.

21. Withholding

The Company shall be entitled to withhold from any amounts payable under this Agreement, any federal, state, local or foreign withholding or other taxes or charges which the Company is required to withhold. The Company shall be entitled to rely on an opinion of counsel if any questions as to the amount or requirement of withholding shall arise.

22. Absence of Conflicts; Executive Acknowledgement

The Executive hereby represents that from and after the Effective Date the performance of the Executive's duties hereunder will not breach any other agreement to which the Executive is a party. The Executive acknowledges that the Executive has read and understands this Agreement, is fully aware of its legal effect, has not acted in reliance upon any representations or promises made by the Company other than those contained in writing herein, and has entered into this Agreement freely based on the Executive's own judgment.

23. Survival

The expiration or termination of the Term shall not impair the rights or obligations of any party hereto which shall have accrued prior to such expiration or termination.

[Signature pages follow]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date and year first above written.

COMPANY

By: /s/ Joseph F. Lawler

Name: Joseph F. Lawler

Title: Chairman

EXECUTIVE

/s/ Richard Anthony Cunningham

Richard Anthony Cunningham

Residential Address:

73 Pin Pack Rd.

Ridgefield, CT . 06877

EXHIBIT A

FORM OF RELEASE

In consideration for the payment of the Severance Payment provided for per the terms of the Employment Agreement between the Company and **Richard Anthony Cunningham** (the "Executive") agrees for the Executive, the Executive's spouse and child or children (if any), the Executive's heirs, beneficiaries, devisees, executors, administrators, attorneys, personal representatives, successors and assigns, hereby forever to release, discharge, and covenant not to sue Anebulo Pharmaceuticals, Inc., a Delaware corporation (the "Company"), and any of its past, present, or future parent, affiliated, related, and/or subsidiary entities, and all of the past and present directors, shareholders, officers, general or limited partners, employees, agents, and attorneys, and agents and representatives of such entities, and employee benefit plans in which the Executive is or has been a participant by virtue of his employment with the Company (collectively, the "Releasees"), from any and all claims, debts, demands, accounts, judgments, rights, causes of action, equitable relief, damages, costs, charges, complaints, obligations, promises, agreements, controversies, suits, expenses, compensation, responsibility and liability of every kind and character whatsoever (including attorneys' fees and costs), whether in law or equity, known or unknown, asserted or unasserted, suspected or unsuspected, which the Executive has or may have had against such Releasees based on any events or circumstances arising or occurring on or prior to the date this release (the "Release") is executed, arising directly or indirectly out of, relating to, or in any other way involving in any manner whatsoever, (a) the Executive's employment with the Company or its subsidiaries or the termination thereof or (b) the Executive's status at any time as a holder of any securities of the Company, and any and all claims arising under federal, state, or local laws relating to employment, or securities, including without limitation claims of wrongful discharge, breach of express or implied contract, fraud, misrepresentation, defamation, or liability in tort, claims of any kind that may be brought in any court or administrative agency, any claims of discrimination such as those laws or regulations concerning discrimination, harassment, retaliation, or other unlawful conduct on the basis of race (including skin color and traits historically associated with race, such as hair texture and protective hairstyles), color, creed, religion, age, sex, sexual orientation (including gender expression/identity), pregnancy (including childbirth and related medical conditions), national origin, nationality, place of birth, ancestry, citizenship, veteran status, military service or application for military service, marital, civil union, or registered domestic partner status, disability or handicap, medical condition, genetic testing and information, HIV or AIDS status, possession of sickle cell or hemoglobin C trait, lawful use of lawful products, lawful off-duty activities, family responsibilities (including caregiving responsibilities), reproductive health decisions, political affiliation, status as a domestic violence victim, testimony or assistance with hazardous chemicals proceedings or investigations, jury service, engaging in acts protected by public policy, National Guard service, background checks, criminal history, or any other characteristic protected by law, any claims arising under Title VII of the Civil Rights Act of 1964, the Age Discrimination in Employment Act, the Older Workers' Benefit Protection Act of 1990, the Americans with Disabilities Act, the Fair Labor Standards Act, the Employee Retirement Income Security Act, the Family and Medical Leave Act, any federal, state, or local law, regulation, or constitution relating to termination rights, benefits, or employee benefit plans, (including the Employee Retirement Income Security Act of 1974, as amended ("**ERISA**"), the Worker Adjustment and Retraining Notification Act, and any state equivalent of either Act), the Securities Act of 1933, the Securities Exchange Act of 1934, the Sarbanes-Oxley Act, and similar state or local statutes, ordinances, and regulations; provided, however, notwithstanding anything to the contrary set forth herein, that this Release shall not extend to (i) claims for breach or enforcement of this Agreement, (ii) claims that arise after execution of this Agreement (including claims challenging the validity of this Agreement under the Age Discrimination in Employment Act and/or the Older Workers' Benefit Protection Act), (iii) entitlement claims under ERISA for vested benefits arising under any applicable ERISA plan that cannot be forfeited or denied under ERISA, (iv) claims for unemployment or workers' compensation benefits, (v) any rights of indemnification the Executive may have under any written agreement between the Executive and the Company (or its affiliates), the Company's Certificate of Incorporation, the Partnership's LP Agreement, the General Corporation Law of the State of Delaware, any applicable statute or common law, or pursuant to any applicable insurance policy, (vi) contractual rights to vested equity awards, (vii) COBRA benefits and (viii) any rights that may not be waived as a matter of law.

The Executive understands that this Release includes a release of claims arising under the Age Discrimination in Employment Act (“**ADEA**”) and the Older Workers’ Benefit Protection Act of 1990 (“**OWBPA**”). The Executive understands and warrants that he has been given a period of 21 days to review and consider this Release. The Executive further warrants that he understands that he may use as much or all of his 21-day period as he wishes before signing, and warrants that he has done so. The Executive further warrants that he understands that, with respect to the release of age discrimination claims only, he has a period of seven (7) days after executing on the second signature line below to revoke the release of age discrimination claims by notice in writing to the Company.

For purposes of this Agreement, “**Released Parties**” means Company, its affiliates, parents, subsidiaries, and related companies and its and their present, former, and future successors and assigns, and all of its and their present, former, and future officers, directors, stockholders, partners, members, owners, employees, agents, assigns, insurers, trustees, employee benefit plans or programs (and the trustees, administrators, fiduciaries, insurers, and affiliates of such plans or programs), and attorneys, both individually and in their representative capacities.

The Executive is hereby advised to consult with an attorney prior to executing this Release. By his signature below, the Executive warrants that he has had the opportunity to do so and to be fully and fairly advised by that legal counsel as to the terms of this Release.

**ACKNOWLEDGEMENT (AS TO ALL CLAIMS
OTHER THAN AGE DISCRIMINATION CLAIMS)**

The undersigned, having had full opportunity to review this Release with counsel of his choosing, signifies his agreement to the terms of this Release (other than as it relates to age discrimination claims) by his signature below.

Richard Anthony Cunningham

Date _____

ACKNOWLEDGEMENT (AGE DISCRIMINATION CLAIMS)

The undersigned, having had full opportunity to review this Release with counsel of his choosing, signifies his agreement to the terms of this Release (as it relates to age discrimination claims) by his signature below.

Richard Anthony Cunningham

Date _____
