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

**FORM S-8
REGISTRATION STATEMENT
UNDER
THE SECURITIES ACT OF 1933**

Cibus, Inc.

(Exact name of registrant as specified in its charter)

Delaware
(State or other jurisdiction of
incorporation or organization)

27-1967997
(I.R.S. Employer
Identification No.)

**6455 Nancy Ridge Drive
San Diego, CA 92121**
(Address of Principal Executive Offices, Including Zip Code)

CIBUS, INC. 2017 OMNIBUS INCENTIVE PLAN
(Full title of the plan)

**Rory Riggs
Chief Executive Officer
6455 Nancy Ridge Drive
San Diego, CA 92121**
(Name and address of agent for service)

(858) 450-0008
(Telephone number, including area code, of agent for service)

Copies to:

**Peter E. Devlin
Jeremy W. Cleveland
Erik B. Lundgren
Jones Day
250 Vesey Street
New York, NY 10281
(212) 326-3939**

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, or a smaller reporting company or an emerging growth company. See the definitions of "large accelerated filer," "accelerated filer," "smaller reporting company," and "emerging growth company" in Rule 12b-2 of the Exchange Act.

Large accelerated filer
Non-accelerated filer

Accelerated filer
Smaller reporting company
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 7(a)(2)(B) of the Securities Act.

PART I
INFORMATION REQUIRED IN THE SECTION 10(a) PROSPECTUS

The information specified in Part I of Form S-8 to be contained in the Section 10(a) prospectus is omitted from this Registration Statement in accordance with Rule 428 under the Securities Act of 1933 (the “Securities Act”), and the Introductory Note to Part I of Form S-8. The documents containing the information specified in Part I of Form S-8 will be delivered to participants in the applicable Plans covered by this Registration Statement as specified by Rule 428(b)(1) under the Securities Act.

PART II
INFORMATION REQUIRED IN THE REGISTRATION STATEMENT

Item 3. Incorporation of Documents by Reference

The following documents filed by the Registrant with the Securities and Exchange Commission (the “Commission”) are incorporated by reference into this Registration Statement:

- the Company’s Annual Report on [Form 10-K/A](#) for the year ended December 31, 2022 (including the information in Part III incorporated therein by reference from Amendment No. 1 to the Company’s Definitive Proxy Statement on [Schedule 14A](#) for the year ended December 31, 2022);
- the Company’s Current Reports on Form 8-K and Form 8-K/A, as applicable, filed on [January 17, 2023](#), [March 16, 2023](#), [March 30, 2023](#), [April 7, 2023](#), [April 14, 2023](#), [April 21, 2023](#), [April 24, 2023](#), [May 5, 2023](#), [May 9, 2023](#), [May 17, 2023](#), [May 19, 2023](#), [May 25, 2023](#), [June 1, 2023](#), [June 14, 2023](#), [June 29, 2023](#) and [June 29, 2023](#) (in each case, excluding any information furnished and not filed with the Commission); and
- the description of our Class A Common Stock contained in our Registration Statement on Form 8-A, filed on July 20, 2017, as the description therein has been updated and superseded by the description of capital stock contained in [Exhibit 99.1](#) to our Current Report on Form 8-K filed with the SEC on June 29, 2023, including any amendments or reports filed for the purpose of updating the description.

In addition, all other reports and documents subsequently filed by the Registrant pursuant to Sections 13(a), 13(c), 14 and 15(d) of the Securities Exchange Act of 1934 (the “Exchange Act”), prior to the filing of a post-effective amendment to this Registration Statement which indicates that all securities offered have been sold or which deregisters all securities remaining unsold, shall be deemed to be incorporated by reference in this Registration Statement and to be part hereof from the date of filing of such reports or documents.

Any statement contained herein, or in a document incorporated or deemed to be incorporated by reference herein, shall be deemed to be modified or superseded for purposes of this Registration Statement to the extent that a statement contained in any subsequently filed document that also is deemed to be incorporated by reference herein, modifies or supersedes such statement. Any such statement so modified or superseded shall not be deemed, except as so modified or superseded, to constitute a part of this Registration Statement.

Item 4. Description of Securities

Not applicable.

Item 5. Interests of Named Experts and Counsel

Not applicable.

Item 6. Indemnification of Directors and Officers

Section 145 of the DGCL provides that a corporation may indemnify any person who was or is a party, or is threatened to be made a party, to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the corporation by reason of the fact that he or she is or was a director, officer, employee or agent of the corporation, or is or was serving at the request of the corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise), against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him or her in connection with such action, suit or proceeding if he or she acted in good faith and in a manner he or she reasonably believed to be in or not opposed to the best interests of the corporation and, with respect to any criminal action or proceeding, had no reasonable cause to believe his or her conduct was unlawful. A similar standard is applicable in the case of derivative actions (i.e., actions by or in the right of the corporation), except that indemnification extends only to expenses, including attorneys' fees, incurred in connection with the defense or settlement of such action and the statute requires court approval before there can be any indemnification where the person seeking indemnification has been found liable to the corporation.

Our second amended and restated certificate of incorporation contains provisions that limit the liability of our directors and officers for monetary damages to the fullest extent permitted by the DGCL. Consequently, our directors will not be personally liable to us or our stockholders for monetary damages for breach of fiduciary duty as a director, except liability:

- for any breach of the director's duty of loyalty to our company or our stockholders;
- for any act or omission not in good faith or that involve intentional misconduct or knowing violation of law;
- under Section 174 of the DGCL regarding unlawful dividends and stock purchases; or
- for any transaction from which the director derived an improper personal benefit.

Any amendment to, or repeal of, these provisions will not eliminate or reduce the effect of these provisions in respect of any act, omission or claim that occurred or arose prior to that amendment or repeal. If the DGCL is amended to provide for further limitations on the personal liability of directors or officers of corporations, then the personal liability of our directors and officers will be further limited to the fullest extent permitted by the DGCL.

In addition, we have entered into indemnification agreements with our current directors and officers containing provisions that are in some respects broader than the specific indemnification provisions contained in the DGCL. These agreements require us to indemnify these individuals to the fullest extent permitted under Delaware law against liability that may arise by reason of their service to us, and to advance expenses incurred as a result of any proceeding against them as to which they could be indemnified. We also intend to enter into indemnification agreements with our future directors and officers.

We maintain liability insurance policies that indemnify our directors and officers against various liabilities, including certain liabilities under arising under the Securities Act and the Exchange Act, that may be incurred by them in their capacity as such.

Insofar as indemnification for liabilities arising under the Securities Act may be permitted to directors, officers or persons controlling us pursuant to the foregoing provisions, we have been informed that in the opinion of the Commission, such indemnification is against public policy as expressed in the Securities Act and is therefore unenforceable.

Item 7. Exemption from Registration Claimed

Not applicable.

Item 8. Exhibits.

Exhibit No.	Description of Exhibit
4.1	Second Amended and Restated Certificate of Incorporation (incorporated by reference to Exhibit 3.2 of the Registrant's Current Report on Form 8-K filed with the Commission on June 1, 2023).
4.2	Amended and Restated Bylaws (incorporated by reference to Exhibit 3.3 of the Registrant's Current Report on Form 8-K filed with the Commission on June 1, 2023).
5.1*	Opinion of Jones Day.
23.1*	Consent of Ernst & Young LLP.
23.2*	Consent of BDO USA, LLP
23.3*	Consent of Jones Day (included in Exhibit 5.1).
24.1*	Power of Attorney (included in the signature page to this Registration Statement).
99.1	Cibus, Inc. 2017 Omnibus Incentive Plan, as amended (incorporated by reference to Exhibit 10.7 of the Registrant's Current Report on Form 8-K filed with the SEC on June 1, 2023).
99.2	Calyxt, Inc. 2017 Stock Option Sub—Plan for French Employees and Directors (incorporated by reference to Exhibit 10.21 to the Registrant's Registration Statement on Form S-1 filed on July 3, 2017 (File No. 333—218924)).
99.3	Form of Stock Option Agreement pursuant to the Calyxt, Inc. 2017 Omnibus Incentive Plan, as amended (incorporated by reference to Exhibit 10.3 of the Registrant's Form 10-Q for the quarter ended June 30, 2020).
99.4	Form of Restrictive Stock Unit Agreement pursuant to the Calyxt, Inc. 2017 Omnibus Incentive Plan, as amended (incorporated by reference to Exhibit 10.2 of the Registrant's Form 10-Q for the quarter ended June 30, 2020).
99.5	Form of Performance Stock Unit Award Agreement (incorporated by reference to Exhibit 10.1 to the Registrant's Quarterly Report on Form 10-Q for the quarter ended June 30, 2019).
99.6	Calyxt, Inc. 2017 Restricted Stock Unit Sub-Plan for French Employees and Directors (incorporated by reference to Exhibit 10.25 to the Registrant's Registration Statement on Form S-1 filed on July 3, 2017 (File No. 333-218924)).
99.7	Form of Performance Stock Unit Agreement pursuant to the Calyxt, Inc. 2017 Omnibus Incentive Plan, as amended (incorporated by reference to Exhibit 10.1 of the Registrant's Current Report on Form 8-K filed with the SEC on March 28, 2022)
99.8	Form of Restrictive Stock Unit Agreement pursuant to the Calyxt, Inc. 2017 Omnibus Incentive Plan, as amended (incorporated by reference to Exhibit 10.44 to the Registrant's Annual Report on Form 10-K/A for the fiscal year ended December 31, 2022)
99.9	Form of Performance Stock Unit Agreement pursuant to the Calyxt, Inc. 2017 Omnibus Incentive Plan, as amended (incorporated by reference to Exhibit 10.3 of the Registrant's Current Report on Form 8-K filed on May 17, 2023).
99.10*	Form of Restricted Stock Agreement
107*	Filing Fee Table

* Filed herewith.

Item 9. Undertakings

(a) The undersigned Registrant hereby undertakes:

(1) To file, during any period in which offers or sales are being made, a post-effective amendment to this Registration Statement:

(i) to include any prospectus required by Section 10(a)(3) of the Securities Act of 1933 (the “Securities Act”);

(ii) to reflect in the prospectus any facts or events arising after the effective date of this Registration Statement (or the most recent post-effective amendment thereof) which, individually or in the aggregate, represent a fundamental change in the information set forth in this Registration Statement. Notwithstanding the foregoing, any increase or decrease in volume of securities offered (if the total dollar value of securities offered would not exceed that which was registered) and any deviation from the low or high end of the estimated maximum offering range may be reflected in the form of prospectus filed with the Commission pursuant to Rule 424(b) if, in the aggregate, the changes in volume and price represent no more than 20% change in the maximum aggregate offering price set forth in the “Calculation of Registration Fee” table in the effective Registration Statement; and

(iii) to include any material information with respect to the plan of distribution not previously disclosed in this Registration Statement or any material change to such information in this Registration Statement;

provided, however, that paragraphs (a)(1)(i) and (a)(1)(ii) do not apply if the Registration Statement is on Form S-8, and the information required to be included in a post-effective amendment by those paragraphs is contained in reports filed with or furnished to the Commission by the Registrant pursuant to Section 13 or Section 15(d) of the Exchange Act that are incorporated by reference in this Registration Statement.

(2) That, for the purpose of determining any liability under the Securities Act, each such post-effective amendment shall be deemed to be a new Registration Statement relating to the securities offered therein, and the offering of such securities at that time will be deemed to be the initial *bona fide* offering thereof.

(3) To remove from registration by means of a post-effective amendment any of the securities being registered which remain unsold at the termination of the offering.

(b) The undersigned Registrant hereby undertakes that, for purposes of determining any liability under the Securities Act, each filing of the Registrant’s annual report pursuant to Section 13(a) or Section 15(d) of the Exchange Act (and, where applicable, each filing of an employee benefit plan’s annual report pursuant to Section 15(d) of the Exchange Act) that is incorporated by reference in this Registration Statement will be deemed to be a new Registration Statement relating to the securities offered therein, and the offering of such securities at that time will be deemed to be the initial *bona fide* offering thereof.

(c) Insofar as indemnification for liabilities arising under the Securities Act may be permitted to directors, officers and controlling persons of the Registrant pursuant to the foregoing provisions, or otherwise, the Registrant has been advised that in the opinion of the Commission such indemnification is against public policy as expressed in the Securities Act and is, therefore, unenforceable. In the event that a claim for indemnification against such liabilities (other than the payment by the Registrant of expenses incurred or paid by a director, officer or controlling person of the Registrant in the successful defense of any action, suit or proceeding) is asserted by such director, officer or controlling person in connection with the securities being registered, the Registrant will, unless in the opinion of its counsel the matter has been settled by controlling precedent, submit to a court of appropriate jurisdiction the question whether such indemnification by it is against public policy as expressed in the Securities Act and will be governed by the final adjudication of such issue.

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, the Registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-8 and has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of San Diego, State of California, on June 30, 2023.

Cibus, Inc.

By: /s/ Rory Riggs

Name: Rory Riggs

Title: Chief Executive Officer

POWER OF ATTORNEY

The undersigned directors and officers of Cibus, Inc. hereby appoint each of Rory Riggs and Peter Beetham as attorneys-in-fact for the undersigned, with full power of substitution for, and in the name, place and stead of the undersigned, to sign and file with the Securities and Exchange Commission under the Securities Act of 1933, any and all amendments (including post-effective amendments) and exhibits to this Registration Statement on Form S-8 and any and all applications and other documents to be filed with the Securities and Exchange Commission pertaining to the registration of the securities covered hereby, with full power and authority to do and perform any and all acts and things whatsoever requisite and necessary or desirable, hereby ratifying and confirming all that said attorney-in-fact, or his substitute or substitutes, may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed by the following persons in the capacities and on the dates indicated below.

Signature	Title	Date
<u>/s/ Rory Riggs</u> Rory Riggs	Chief Executive Officer and Director (Principal Executive Officer)	June 30, 2023
<u>/s/ Wade King</u> Wade King	Chief Financial Officer (Principal Financial Officer and Principal Accounting Officer)	June 30, 2023
<u>/s/ Peter Beetham</u> Peter Beetham	Director	June 30, 2023
<u>/s/ Mark Finn</u> Mark Finn	Director	June 30, 2023
<u>/s/ Jean-Pierre Lehmann</u> Jean-Pierre Lehmann	Director	June 30, 2023
<u>/s/ Gerhard Prante</u> Gerhard Prante	Director	June 30, 2023
<u>/s/ Keith Walker</u> Keith Walker	Director	June 30, 2023

JONES DAY

250 VESEY STREET • NEW YORK, NEW YORK 10281.1047

TELEPHONE: +1.212.326.3939 • JONESDAY.COM

June 30, 2023

Cibus, Inc.
6455 Nancy Ridge Drive
San Diego, CA 92121

Re: Registration Statement on Form S-8 Filed by Cibus, Inc.

Ladies and Gentlemen:

We have acted as counsel for Cibus, Inc., a Delaware corporation (the “**Company**”), in connection with the registration of 2,100,000 shares (the “**Shares**”) of Class A common stock, par value \$0.0001 per share, of the Company that may be issued or delivered and sold pursuant to the Cibus, Inc. 2017 Omnibus Incentive Plan (as amended, effective May 31, 2023, the “**Plan**”). In connection with the opinion expressed herein, we have examined such documents, records and matters of law as we have deemed relevant or necessary for purposes of such opinion. Based on the foregoing, and subject to the further limitations, qualifications and assumptions set forth herein, we are of the opinion that the Shares of the Company that may be issued or delivered and sold pursuant to the Plan and the authorized forms of stock option, restricted stock, restricted stock unit, performance stock unit, or other applicable award thereunder (the “**Award Agreements**”) will be, when issued or delivered and sold in accordance with the Plan and the Award Agreements, validly issued, fully paid and nonassessable, provided that the consideration for the Shares is at least equal to the stated par value thereof.

The opinion expressed herein is limited to the General Corporation Law of the State of Delaware, as currently in effect, and we express no opinion as to the effect of the laws of any other jurisdiction on the opinion expressed herein. In addition, we have assumed that the resolutions authorizing the Company to issue or deliver and sell the Shares pursuant to the Plan and the Award Agreements will be in full force and effect at all times at which the Shares are issued or delivered or sold by the Company, and that the Company will take no action inconsistent with such resolutions. In rendering the opinion above, we have assumed that each award under the Plan will be approved by the Board of Directors of the Company or an authorized committee of the Board of Directors.

We hereby consent to the filing of this opinion as Exhibit 5.1 to the Registration Statement on Form S-8 filed by the Company to effect the registration of the Shares under the Securities Act of 1933 (the “**Act**”). In giving such consent, we do not thereby admit that we are included in the category of persons whose consent is required under Section 7 of the Act or the rules and regulations of the Securities and Exchange Commission promulgated thereunder.

Very truly yours,

/s/ Jones Day

AMSTERDAM • ATLANTA • BEIJING • BOSTON • BRISBANE • BRUSSELS • CHICAGO • CLEVELAND • COLUMBUS • DALLASDETROIT • DUBAI • DÜSSELDORF •
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NEW YORK • PARIS • PERTH • PITTSBURGH SAN DIEGO • SAN FRANCISCO • SÃO PAULO • SHANGHAI • SILICON VALLEY • SINGAPORE • SYDNEY • TAIPEI • TOKYO •
WASHINGTON

Consent of Independent Registered Public Accounting Firm

We consent to the incorporation by reference in this Registration Statement on Form S-8 pertaining to the Cibus, Inc. (formerly known as Calyxt, Inc.) 2017 Omnibus Incentive Plan of our report dated March 2, 2023, with respect to the financial statements of Cibus, Inc. included in its Annual Report (Form 10-K/A) for the year ended December 31, 2022, filed with the Securities and Exchange Commission.

/s/ Ernst & Young LLP

Minneapolis, Minnesota
June 30, 2023

Consent of Independent Auditor

We hereby consent to the incorporation by reference in this Registration Statement on Form S-8 of our report dated April 14, 2023, relating to the consolidated financial statements of Cibus Global, LLC, appearing in Cibus Inc.'s Form 8-K/A filed on June 29, 2023. Our report contains an explanatory paragraph regarding the Company's ability to continue as a going concern.

/s/ BDO USA, LLP

June 30, 2023

**CIBUS, INC. 2017 OMNIBUS INCENTIVE PLAN
(F/K/A CALYXT, INC. 2017 OMNIBUS INCENTIVE PLAN)**

NOTICE OF RESTRICTED STOCK AWARD

###PARTICIPANT_NAME###

Subject to the terms and conditions set forth in this notice of grant (the “Notice”) and the Restricted Stock Agreement (the Notice and Restricted Stock Agreement constituting this “Award Agreement”), Cibus, Inc., a Delaware corporation (formerly Calyxt, Inc.) (the “Company”) has granted you an award of Restricted Stock (the “Award”). The Award is granted under and is subject to the Cibus, Inc. 2017 Omnibus Incentive Plan (f/k/a Calyxt, Inc. 2017 Omnibus Incentive Plan), as amended (the “Plan”). Unless otherwise defined in this Agreement, the terms used in this Agreement shall have the meanings defined in the Plan. The provisions of the Plan shall control in the event of a conflict among the provisions of the Plan, this Notice, the Award Agreement and any descriptive materials provided to you.

Date of Grant:

###GRANT_DATE###

Total Number of Shares of Restricted Stock:

###TOTAL_AWARDS###

First Vest Date:

###FIRST_VEST_DATE###

Vesting/Exercise Schedule:

Subject to Sections 2(n) and 19(g) of the Plan and Section 8 of the Award Agreement, so long as your Continuous Service Status does not terminate, the Restricted Stock shall vest in accordance with the provisions of the Award Agreement.

Transferability:

You may not transfer this Award.

You are advised to consult with your own tax advisors in respect of any tax consequences arising in connection with this Award. In addition, your rights to any Shares underlying this Award will be earned only as you provide services to the Company over time, that the grant of this Award is not as consideration for services you rendered to the Company prior to the Date of Grant, and that nothing in this Notice or the attached documents confers upon you any right to continue your employment or consulting relationship with the Company for any period of time, nor does it interfere in any way with your right or the Company’s right to terminate that relationship at any time, for any reason, with or without cause. However, there is no guarantee that the Internal Revenue Service will agree with the valuation, and by signing below, you agree and acknowledge that the Company and the Administrator shall not be held liable for any applicable costs, taxes, or penalties associated with this Award if, in fact, the Internal Revenue Service were to determine that this Award constitutes deferred compensation under Section 409A of the Code.

Participant acknowledges and agrees that by clicking the “Accept Grant Online” button on the “Notice and Award Agreement”, it will act as the Participant’s electronic signature to this Agreement and will constitute Participant’s acceptance of and agreement with all of the terms and conditions of the Award, as set forth in the Notice, the Award Agreement, and the Plan.

THE COMPANY:

CIBUS, INC.

By: _____
Name: _____
Title: _____

CIBUS, INC. 2017 OMNIBUS INCENTIVE PLAN
(F/K/A CALYXT, INC. 2017 OMNIBUS INCENTIVE PLAN)

RESTRICTED STOCK AGREEMENT

Participant acknowledges and agrees that by clicking the “Accept Grant Online” button on the “Notice and Award Agreement”, it will act as the Participant’s electronic signature to this Agreement and will constitute Participant’s acceptance of and agreement with all of the terms and conditions of the Award, as set forth in the Notice, the Award Agreement, and the Plan.

1. **Grant of Restricted Stock.** Cibus, Inc., a Delaware corporation (formerly Calyxt, Inc.) (the “Company”), hereby grants to ####PARTICIPANT_NAME####, (“Participant”), the number of Shares of Restricted Stock (“Restricted Stock” or “Award”) set forth in the Notice of Restricted Stock Award Grant (the “Notice”), subject to the terms, definitions and provisions of the Cibus, Inc. 2017 Omnibus Incentive Plan (f/k/a Calyxt, Inc. 2017 Omnibus Incentive Plan), as amended (the “Plan”) adopted by the Company, which is incorporated in this agreement (this “Agreement”) by reference. The Restricted Stock shall be a Substitute Award under the Plan. Unless otherwise defined in this Agreement, the terms used in this Agreement shall have the meanings defined in the Plan.

2. **Book Entry Account.** Within a reasonable time following the Date of Grant (as defined in the Notice), the Company shall instruct its transfer agent to establish a book entry account representing the Restricted Stock in Participant’s name effective as of the Date of Grant, provided that the Company shall retain control over the account until the Restricted Stock has vested.

3. **Vesting of Restricted Stock.** Provided that the Participant’s Continuous Service Status does not terminate from the Date of Grant through each Vesting Date (as defined below) as applicable, inclusive (the “Restricted Period”), this Award shall vest as follows:

- [[•] Shares of Restricted Stock will vest on the First Vest Date (as defined in the Notice); and
- the remaining [•] Shares of Restricted Stock will vest in substantially equal installments (rounded up to the nearest whole number) over the next 36 calendar months following the First Vest Date beginning on the last day of the first full calendar month immediately following the First Vest Date and continuing on the last date of each full calendar month thereafter, provided that [•] Shares of Restricted Stock will vest on the final Vesting Date;] [OR]
- [the Shares of Restricted Stock will vest in substantially equal installments (rounded up to the nearest whole number) over the [•] calendar months following the Date of Grant (as defined in the Notice) beginning on the last day of the first full calendar month immediately following the Date of Grant and continuing on the last date of each full calendar month thereafter, provided that [•] Shares of Restricted Stock will vest on the final Vesting Date;] [OR]
- [100% of the Shares of Restricted Stock will vest on November 11, 2023;] [OR]
- [[•] Shares of Restricted Stock will vest on the First Vest Date (as defined in the Notice); and

- the remaining [•] Shares of Restricted Stock will vest in substantially equal installments (rounded up to the nearest whole number) over the next [•] calendar quarters following the First Vest Date beginning on the last day of the first full calendar quarter and continuing on the last day of each full calendar quarter thereafter provided that [•] Shares of Restricted Stock will vest on the final Vesting Date;]

(each date above a “Vesting Date”), *provided* that if (i) a Triggering Event occurs, and (ii) Participant is not offered Continued Employment (as defined below) upon the Triggering Event, 100% of the total number of Shares of Restricted Stock shall immediately vest upon such Triggering Event to the extent not already vested and the date of such Triggering Event shall be a “Vesting Date” with respect to the number of Shares of Restricted Stock that vest on such date. For purposes of this Agreement, “Continued Employment” means employment with the Company that does not require the Participant to relocate and does not result in a substantial change in the Participant’s duties to the Company as in effect immediately prior to the applicable Triggering Event.

4. **Tax Liability; Withholding Requirements.** If the Company is required to withhold any Federal, state, local or foreign tax in connection with the Restricted Stock, Participant agrees to pay or make adequate provision for payment of all such taxes, whether by withholding, direct payment to the Company, or otherwise. Regardless of any action the Company takes with respect to any or all income tax, social security, payroll tax, or other tax-related items related to Participant’s participation in the Plan and legally applicable to Participant (“Tax-Related Items”), Participant acknowledges that the ultimate liability for **all** Tax-Related Items is and remains Participant’s responsibility and may exceed the amount actually withheld. Participant further acknowledges that the Company (a) makes no representations or undertakings regarding the treatment of any Tax-Related Items in connection with any aspect of the Award, including, but not limited to, the grant, vesting, settlement of the Award, the subsequent sale of Shares and (b) does not commit to and is under no obligation to structure the terms of the grant or any aspect of the Award to reduce or eliminate Participant’s liability for Tax-Related Items or achieve any particular tax result.

If Participant is not subject to Section 16 of the Exchange Act and Participant fails to make adequate provision for applicable tax withholding obligations (or where the amount of money provided is insufficient to satisfy the applicable obligations), Participant authorizes the Company, in its discretion, to satisfy the obligations with regard to all Tax-Related Items by (x) withholding from Participant’s wages or other cash compensation paid to Participant, (y) withholding through a net settlement or (z) a combination of the foregoing. If Participant is subject to Section 16 of the Exchange Act, Participant agrees that the Company will withhold Shares having a value equal to the amount required to be withheld for all Tax-Related Items, unless the Board or its compensation committee otherwise specifies one or more of the other methods set forth in this Section 4 to be utilized for satisfying obligations with respect to all Tax-Related Items.

5. **Terms and Conditions.** It is understood and agreed that the Award evidenced hereby is subject to the following terms and conditions:

(a) **Stockholder Rights.** On the Date of Grant, ownership of the Restricted Stock shall immediately transfer to Participant and, except for the substantial risk of forfeiture and the restrictions on transfer and other terms and conditions expressly set forth herein, the Participant shall have all voting, dividend, distribution and any other rights as a shareholder of the Company as may apply to the Common Stock generally.

(b) **Dividends.** Notwithstanding anything herein to the contrary, during the Restricted Period any stock dividend or in-kind dividend or distributions with respect to the Restricted Stock paid on Shares of Restricted Stock shall be held by the Company until the related Restricted Stock vests in accordance with Section 3 and shall remain subject to the forfeiture provisions to the same extent and at the same time as the Restricted Stock to which such dividends or distributions relate. Such amount shall be paid to the Participant on the date on which the Restricted Stock vests in the same form (cash, Shares or other property) in which such dividend is paid to holders of Shares generally. Any Shares that the Participant is eligible to receive pursuant to this Section 5(b) are referred to herein as “Dividend Shares.”

6. **No Right to Continued Service.** The grant of an Award shall not be construed as conferring upon the Participant any right to continue his or her employment or consulting relationship with the Company for any period of time, nor does it interfere in any way with the Participant’s right or the Company’s right to terminate that relationship at any time, for any reason, with or without cause.

7. **No Right to Future Awards.** Any Award granted under the Plan shall be a one-time Award that does not constitute a promise of future grants. The Company, in its sole discretion, maintains the right to make available future grants under the Plan.

8. **Termination of Relationship.** On the date of termination of Participant’s Continuous Service Status for any reason, including the Participant’s death or Disability (the “Termination Date”), the unvested Shares of Restricted Stock shall be forfeited immediately and Participant shall lose all rights to the unvested Shares of Restricted Stock. Notwithstanding the foregoing, any Restricted Stock Award granted to an individual who is nominated to become a Director and is not an Employee or Consultant or a director of the Company at the time of grant shall be forfeited in its entirety if such individual does not commence providing services to the Company within 12 months after the Date of Grant of such Restricted Stock Award.

9. **Transferability of Restricted Stock.** During the Restricted Period, the Participant shall not be permitted to sell, pledge, encumber, assign dispose of, or transfer in any manner the Restricted Stock otherwise than by will or by the laws of descent or distribution. The terms of this Award shall be binding upon the executors, administrators, heirs, successors and assigns of Participant. Upon vesting such Restricted Stock (including Dividend Shares) shall be fully assignable, alienable, saleable and transferrable by the Participant; *provided* that any such assignment, alienation, sale, transfer or other alienation with respect to such Shares shall be in accordance with applicable securities laws and any applicable Company policy.

10. **Not Salary, Pensionable Earnings or Base Pay.** The Participant acknowledges that the Award shall not be included in or deemed to be a part of (a) salary, normal salary or other ordinary compensation, (b) any definition of pensionable or other earnings (however defined) for the purpose of calculating any benefits payable to or on behalf of the Participant under any pension, retirement, termination or dismissal indemnity, severance benefit, retirement indemnity or other benefit arrangement of the Company or any Subsidiary or (c) any calculation of base pay or regular pay for any purpose.

11. **Forfeiture Upon Breach of Certain Other Agreements.** The Participant’s breach of any non-competition, non-solicitation, confidentiality, non-disparagement, assignment of inventions or other intellectual property agreement that the Participant may be a party to with the Company or any Affiliate, in addition to whatever other equitable relief or monetary damages that the Company or any Affiliate may be entitled to, shall result in automatic rescission, forfeiture, cancellation or return of any Restricted Stock (whether or not vested) held by the Participant.

12. **Recoupment/Clawback.** This Agreement and the Restricted Stock Award will be subject to any applicable clawback, recoupment, recapture or recovery policy of the Company as may be adopted by the Board or Committee and in effect from time to time, including specifically to implement Section 10D of the Exchange Act and any applicable rules or regulations promulgated thereunder (including applicable rules and regulations of any national securities exchange on which the Common Stock may be traded) (the “Compensation Recovery Policy”) and that the applicable provisions of this Agreement shall be deemed superseded by and subject to the terms and conditions of the Compensation Recovery Policy from and after the Date of Grant.

13. **Effect of Agreement.** Participant acknowledges receipt of a copy of the Plan and represents that he or she is familiar with the terms and provisions thereof (and has had an opportunity to consult counsel regarding the Award terms), and hereby accepts this Award and agrees to be bound by its contractual terms as set forth herein and in the Plan. Participant hereby agrees to accept as binding, conclusive and final all decisions and interpretations of the Plan Administrator regarding any questions relating to this Award. In the event of a conflict between the terms and provisions of the Plan and the terms and provisions of the Notice and this Agreement, the Plan terms and provisions shall prevail.

14. **Miscellaneous.**

(a) **Governing Law; Waiver of Jury Trial.** This Agreement and all acts and transactions pursuant hereto and the rights and obligations of the parties hereto shall be governed, construed and interpreted in accordance with the laws of the State of Delaware, without giving effect to principles of conflicts of law. BY RECEIPT OF THIS AWARD, THE PARTICIPANT WAIVES ANY RIGHT THAT THE PARTICIPANT MAY HAVE TO TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED ON, ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT OR THE PLAN.

(b) **Participant Undertaking; Acceptance.** The Participant agrees to take whatever additional action and execute whatever additional documents the Company may deem necessary or advisable to carry out or give effect to any of the obligations or restrictions imposed on either the Participant or the Award pursuant to this Agreement. The Participant acknowledges receipt of a copy of the Plan and this Agreement and understands that material definitions and provisions concerning the Award and the Participant’s rights and obligations with respect thereto are set forth in the Plan. The Participant has read carefully, and understands, the provisions of this Agreement and the Plan.

(c) **Dispute Resolution.** Any dispute or claim arising out of, under or in connection with the Plan or any Award Agreement shall be submitted to arbitration in Delaware and shall be conducted in accordance with the rules of, but not necessarily under the auspices of, the American Arbitration Association rules in force when the notice of arbitration is submitted. The arbitration shall be conducted before an arbitration tribunal, one selected by the Company, one selected by the Participant, and the third selected by the first two. The Participant and the Company agree that such arbitration will be confidential and no details, descriptions, settlements or other facts concerning such arbitration shall be disclosed or released to any third party without the specific written consent of the other party, unless required by law or court order or in connection with enforcement of any decision in such arbitration. Any damages awarded in such arbitration shall be limited to the contract measure of damages, and shall not include punitive damages.

(d) **Entire Agreement; Enforcement of Rights.** This Agreement, together with the Notice to which this Agreement is attached and the Plan, sets forth the entire agreement and understanding of the parties relating to the subject matter herein and therein and merges and supersedes all prior and contemporaneous discussions, arrangements, agreements and understandings, both oral and written, whether in term sheets, presentations or otherwise, between the parties with respect to the subject matter hereof.

(e) **Amendment; Waiver.** Except as contemplated under the Plan, no modification of or amendment to this Agreement that has a material adverse effect on the Participant, nor any waiver of any rights under this Agreement, shall be effective unless in writing signed by the parties to this Agreement; *provided* that the Company may amend or modify this Agreement without the Participant's consent in accordance with the provisions of the Plan or as otherwise set forth in this Agreement. The failure by either party to enforce any rights under this Agreement shall not be construed as a waiver of any rights of such party; *provided* that no waiver of any breach or condition of this Agreement shall be deemed to be a waiver of any other or subsequent breach or condition, whether of like or different nature. Any amendment or modification of or to any provision of this Agreement, or any waiver of any provision of this Agreement, shall be effective only in the specific instance and for the specific purpose for which made or given.

(f) **Severability.** If one or more provisions of this Agreement are held to be unenforceable under Applicable Laws, the parties agree to renegotiate such provision in good faith. In the event that the parties cannot reach a mutually agreeable and enforceable replacement for such provision, then (i) such provision shall be excluded from this Agreement and a substantially similar provision shall be inserted that as closely as possible reflects the intent of the parties shall be substituted in place of such unenforceable provision, (ii) the balance of this Agreement shall be interpreted as if such provision were so excluded and (iii) the balance of this Agreement shall be enforceable in accordance with its terms.

(g) **Notices.** Any notice required or permitted by this Agreement shall be in writing and shall be deemed sufficient when delivered personally or sent by telegram or fax or forty-eight (48) hours after being deposited in the U.S. mail, as certified or registered mail, with postage prepaid, and addressed to the party to be notified at such party's address as set forth below or as subsequently modified by written notice:

If to the Company:

Cibus, Inc.
6455 Nancy Ridge Drive
San Diego, CA 92121

Attention:

Email:

If to the Participant:

At the Participant's most recent address in the Company's records.

(h) **Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one instrument.

(i) **Successors and Assigns; No Third-Party Beneficiaries.** The rights and benefits of this Agreement shall inure to the benefit of, and be enforceable by the Company's successors and assigns. The rights and obligations of Participant under this Agreement may not be assigned without the prior written consent of the Company. Nothing in this Agreement, express or implied, is intended to confer on any Person other than the Company and the Participant, and their respective heirs, successors, legal representatives and permitted assigns, any rights, remedies, obligations or liabilities under or by reason of this Agreement.

15. **Data Privacy Notice and Consent.** By participating in the Plan, the Participant consents to the holding and processing of personal information provided by the Participant to the Company or any subsidiary, trustee or third-party service provider, for all purposes relating to the operation of the Plan. These include, but are not limited to:

(a) administering and maintaining Participant records;

(b) providing information to the Company, Subsidiaries, trustees of any employee benefit trust, registrars, brokers or third-party administrators of the Plan;

(c) providing information to future purchasers or merger partners of the Company or any subsidiary, or the business in which the Participant works; and

(d) transferring information about the Participant to any country or territory that may not provide the same protection for the information as the Participant's home country.

* * * * *

IN WITNESS WHEREOF, the Company has executed this Agreement effective as of the Date of Grant set forth in the accompanying Notice.

THE COMPANY:

CIBUS, INC.

By:
Name:
Title:

I [], spouse of ###PARTICIPANT_NAME###, have read and hereby approve the foregoing terms set forth in this Agreement. In consideration of the Company's granting my spouse the right to receive Shares as set forth in this Agreement, I hereby agree to be irrevocably bound by this Agreement and further agree that any community property or other such interest shall hereby be similarly bound by this Agreement. I hereby appoint my spouse as my attorney-in-fact with respect to any amendment or exercise of any rights under this Agreement.

Spouse of ###PARTICIPANT_NAME###, (if applicable)

Calculation of Filing Fee Table

Form S-8
(Form Type)

Cibus, Inc.
(Exact name of registrant as specified in its charter)

Table 1 – Newly Registered Securities

Security Type	Security Class Title	Fee Calculation Rule	Amount Registered (1)	Proposed Maximum Offering Price Per Unit	Maximum Aggregate Offering Price	Fee Rate	Amount of Registration Fee
Equity	Class A Common Stock, par value \$0.0001 share	Other	2,100,000 (2)	\$9.80 (3)	\$20,580,000	\$110.20 per \$1,000,000	\$2,267.92
Total Offering Amounts							\$2,267.92
Total Fee Offsets							—
Net Fee Due							\$2,267.92

- (1) Pursuant to Rule 416 under the Securities Act of 1933 (the “**Securities Act**”), this Registration Statement shall also include any additional shares of Class A common stock, par value \$0.0001 per share (the “**Class A Common Stock**”), of Cibus, Inc. (the “**Registrant**”) that may become issuable by reason of stock dividends, stock splits, recapitalization or similar transactions.
- (2) Represents additional shares of Class A Common Stock available pursuant to an increase in the number of shares available for issuance under the Cibus, Inc. 2017 Omnibus Incentive Plan, as amended (the “**Plan**”), pursuant to an amendment to the Plan adopted by the stockholders of the Registrant on May 18, 2023. Shares available for issuance under the Omnibus Plan have been previously registered on Registration Statements on Form S-8 filed with the Securities and Exchange Commission on July 20, 2017 (File No. 333-219382), May 9, 2019 (File No. 333-231336), July 16, 2021 (File No. 333-257972), March 2, 2023 (File No. 333-270245) and May 24, 2023 (File No. 333-272177).
- (3) Estimated solely for the purpose of calculating the amount of the registration fee pursuant to Rule 457(c) and (h) under the Securities Act, based on the average of the high and low prices of the Class A Common Stock as reported by the Nasdaq Stock Market LLC on June 28, 2023.