

**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): September 18, 2025**

**Cibus, Inc.**

(Exact name of registrant as specified in its charter)

**Delaware**  
(State or other jurisdiction  
of incorporation)

**001-38161**  
(Commission  
File Number)

**27-1967997**  
(IRS Employer  
Identification No.)

**6455 Nancy Ridge Drive**  
**San Diego, CA**  
(Address of principal executive offices)

**92121**  
(Zip Code)

**Registrant's telephone number, including area code: (858) 450-0008**

**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 exchange on which registered
Class A Common Stock, \$0.0001 par value per share	CBUS	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.**

*Appointment of Chief Financial Officer*

The board of directors (the “Board”) of Cibus, Inc. (“Cibus” or the “Company”) has appointed Cornelis (Carlo) Broos to serve as the Company’s Chief Financial Officer. In connection with this appointment, Cibus Global, LLC and Mr. Broos entered into an Executive Employment Agreement (the “Employment Agreement”), dated as of September 19, 2025, with a retroactive effective date of September 18, 2025.

Mr. Broos, age 54, has served as Cibus’ Interim Chief Financial Officer since October 1, 2024. Previously, Mr. Broos served as Senior Vice President of Finance of the Company since 2024 and has significant public finance, accounting and audit experience. Prior to his current role, Mr. Broos served as the Company’s Vice President of Finance and Business Development after joining the Company in 2011. Before joining the Company, Mr. Broos served as the Head of Finance (Services) for Syngenta Europe Africa Middle East from 2008 to 2011, as CFO Netherlands and CFO Belgium for Syngenta from 2005 to 2008, as Group Controller for Advanta from 2002 to 2005 and as Audit Manager at Deloitte (Netherlands) from 1995 to 2002. Mr. Broos completed a Master of Science in Business Administration from Radboud University in 1995 and completed a post-master program in accountancy at Tilburg University in the Netherlands in 1999, becoming Registered Accountant (the equivalent of a CPA) in the Netherlands.

Pursuant to the Employment Agreement and in connection with his appointment as Chief Financial Officer, the Board established an initial base salary for Mr. Broos of €440,000, as may be adjusted from time to time, and Mr. Broos will be eligible for a discretionary annual bonus and annual incentive equity award, in each case, as determined by the Board based on the Company’s performance and Mr. Broos’ individual performance.

Mr. Broos is eligible to participate in employee benefit plans, such as pension, profit sharing and other retirement plans, incentive compensation plans, disability and other insurance plans, and other employee welfare plans (except for the Company’s sponsored group health insurance plan), in each case, in accordance with the employee benefit plans established by Cibus, and as may be amended from time to time in Cibus’ sole discretion.

Mr. Broos’ employment is at-will and may be terminated at any time for any reason, except that upon termination of his employment by Mr. Broos for Good Reason or by Cibus without Cause (other than Mr. Broos’ death or Disability), in which case, Mr. Broos will be entitled to continued payments of base salary for a period of eighteen months (“Severance Benefits”). If Mr. Broos’ employment is terminated by Mr. Broos for Good Reason or by Cibus without Cause (other than Mr. Broos’ death or Disability), in each case, in connection with a Change in Control, Mr. Broos will be entitled to continued payment of base salary for a period of twenty-four months, payment of a lump sum equal to the higher of Mr. Broos’ target Annual Bonus for the year of such termination and, if termination occurs in the second half of a fiscal year, the reasonably projected Annual Bonus for the termination year, and full vesting of all of Mr. Broos’ stock options and other unvested equity (“Change in Control Severance Benefits”). The receipt of Severance Benefits and Change in Control Severance Benefits, as applicable, will be subject to delivery of customary releases contemplated by the Employment Agreement. Capitalized terms used but not defined in this paragraph have the meanings assigned in the Employment Agreement.

Mr. Broos previously entered into the Company’s standard indemnification agreement for directors and officers, the form of which is filed with the Company’s Annual Report on Form 10-K and remains in effect with respect to Mr. Broos.

The foregoing summary of the Employment Agreement does not purport to be complete and is qualified in its entirety by reference to the full text of the Employment Agreement, a copy of which is filed as Exhibit 10.1 hereto.

Mr. Broos has no other direct or indirect material interest in any transaction required to be disclosed pursuant to Item 404(a) of Regulation S-K promulgated under the Securities Exchange Act of 1934, nor are any such transactions currently proposed, except that, solely for purposes of tax efficiency, approximately half of Mr. Broos’ compensation will be paid to a Belgian entity established by Mr. Broos for such purpose and wholly owned by Mr. Broos. There are no arrangements or understandings between Mr. Broos and any other persons pursuant to which Mr. Broos is being appointed as Chief Financial Officer, and there are no family relationships between Mr. Broos and any director or executive officer of the Company.

**Item 9.01. Financial Statements and Exhibits.**

**(d) Exhibits**

Exhibit Number	Description
10.1	<a href="#">Executive Employment Agreement between Cibus Global, LLC and Cornelis (Carlo) Broos, dated September 19, 2025 (effective September 18, 2025)</a>
104	Cover Page Interactive Data File (embedded within the Inline XBRL document)

**SIGNATURES**

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

Dated: September 23, 2025

CIBUS, INC.

By: /s/ Peter Beetham

Name: Peter Beetham, Ph.D.

Title: Interim Chief Executive Officer

**EXECUTIVE EMPLOYMENT AGREEMENT**

This Executive Employment Agreement (“Agreement”), is entered into as of September 19, 2025, with a retroactive effective date as of September 18, 2025 (“Effective Date”), by and between Cibus Global, LLC, a Delaware limited liability company (the “Company”), and Cornelis (Carlo) Broos (“Executive”).

**1. POSITION, RESPONSIBILITIES, AND TERM**

**1.1 Position.** Executive is employed by the Company to render services to the Company in the position of Chief Financial Officer. Executive shall also serve as Chief Financial Officer of Cibus, Inc. Executive shall perform such duties, responsibilities, and authority as are normally related to such positions (“Services”) in accordance with the standards of the industry and any additional duties now or hereafter assigned to Executive by the Cibus, Inc. Board of Directors (“Board”). Executive shall report to the Chief Executive Officer of Cibus, Inc. Executive shall abide by the Company’s rules, regulations, and practices as adopted or modified from time to time in the Company’s sole discretion. Executive will devote full time and attention to the performance of Executive’s duties hereunder. Executive will perform the Services remotely, or in Company locations required from time to time, but will work from the Company’s San Diego office for at least one calendar week per month and otherwise on an as-needed basis, as determined by the Chief Executive Officer of Cibus, Inc.

**1.2 Other Activities.** Except upon the prior written consent of the Company, Executive will not, during the term of this Agreement: (i) be employed elsewhere; (ii) engage, directly or indirectly, in any other business activity (whether or not pursued for pecuniary advantage) that might interfere with Executive’s duties and responsibilities hereunder or create a conflict of interest with the Company; or (iii) acquire any interest of any type in any other business which is in competition with the Company, provided, however, that the foregoing shall not be deemed to prohibit the Executive from acquiring solely as an investment up to five percent (5%) of the outstanding equity interests of any publicly-held company. Executive will be permitted to continue Executive’s existing service and activities for the entities listed on Exhibit “A”, as well as other business or professional activities that do not interfere with Executive’s duties and responsibilities hereunder and that do not create a conflict of interest with the Company, in each case, subject to the reasonable prior consent of the Board.

**1.3 No Conflict.** Executive represents and warrants that Executive’s execution of this Agreement and performance of Services under this Agreement will not violate any obligations Executive may have to any other employer, person or entity, including any obligations to keep in confidence proprietary information, knowledge, or data acquired by Executive in confidence or in trust prior to becoming an employee of the Company.

**2. COMPENSATION AND BENEFITS**

**2.1 Base Salary.** In consideration of the Services to be rendered under this Agreement, the Company shall pay Executive a gross salary at the rate of Thirty-Six Thousand Six Hundred Sixty-Six Euros and Sixty-Seven Cents (€36,666.67) per monthly pay period, less all applicable withholdings (“Base Salary”). The Base Salary shall be paid in accordance with payroll practices mutually agreed by the parties and designed to optimize tax efficiency for both parties, in compliance with applicable laws and regulations. Executive’s Base Salary will be reviewed and adjusted from time to time in accordance with the established procedures of the Board for adjusting salaries for similarly situated executives.

**2.2 Annual Bonus.** In further consideration of the Services to be rendered under this Agreement, Executive shall be eligible to receive an annual bonus in the discretion of the Board (“Annual Bonus”). Any Annual Bonus awarded to Executive will be paid within two-and-one-half (2 1/2) months of the end of the year in which it was earned. Executive must remain employed with the Company through the end of the calendar year at issue in order to be eligible to receive the Annual Bonus.

**2.3 Equity Incentives.** Executive is eligible to participate in the Cibus, Inc. 2017 Omnibus Incentive Plan with annual grants awarded thereunder in line with annual compensation plans for all executive officers as determined by the Board of Directors.

**2.4 Employment Benefits Plans.** In further consideration of the Services to be rendered under this Agreement, Executive will be entitled to participate in pension, profit sharing and other retirement plans, incentive compensation plans, group health, hospitalization and disability or other insurance plans, and other employee welfare benefit plans generally made available to other similarly-situated employees of the Company, in accordance with the benefit plans established by the Company, and as may be amended from time to time in the Company’s sole discretion. Executive acknowledges that Executive is not eligible to enroll in a company sponsored group health insurance plan and Executive is responsible for securing alternative health coverage or bearing the costs of any medical expenses incurred.

**2.5 Vacation.** Executive shall be eligible to receive paid vacation subject to the policies and procedures in the Company’s Employee Handbook, as may be amended from time to time in the Company’s sole discretion.

**2.6 Expenses.** The Company will pay or reimburse Executive for all normal and reasonable travel and entertainment expenses incurred by Executive in connection with Executive’s responsibilities to the Company upon submission of proper vouchers and documentation in accordance with the Company’s expense reimbursement policy.

### **3. AT-WILL EMPLOYMENT**

The employment of Executive shall be “at-will” at all times. The Company or Executive may terminate Executive’s employment with the Company at any time, without any advance notice, for any reason or no reason at all, notwithstanding anything to the contrary contained in or arising from any statements, policies or practices of the Company relating to the employment, discipline or termination of its employees. Following the termination of Executive’s employment, the Company shall pay to Executive all compensation to which Executive is entitled up through the date of termination. Thereafter, all obligations of the Company under this Agreement shall cease other than those set forth in Section 4.

### **4. COMPANY TERMINATION OBLIGATIONS**

**4.1 Termination by Company for Cause.** Where the Company terminates Executive’s employment for Cause, all obligations of the Company under this Agreement shall cease, other than those set forth in Section 3. For purposes of this Agreement, “Cause” shall mean: (i) Executive engages in a material act of misconduct, including, but not limited to, misappropriation of trade secrets, fraud, or embezzlement; (ii) Executive commits a crime involving

dishonesty, breach of trust, or physical harm to any person; (iii) Executive materially breaches this Agreement; (iv) Executive refuses to implement or follow a lawful material policy or directive of the Company; (v) Executive engages in misfeasance or malfeasance demonstrated by Executive's failure to perform Executive's job duties diligently and/or professionally; or (vi) Executive violates a written Company policy or procedure which is materially injurious to the Company, including violation of the Company's written policy concerning sexual harassment, discrimination or retaliation.

**4.2 Termination by Company without Cause.** Where the Company terminates Executive's employment without Cause, and Executive's employment is not terminated due to death or Disability (as defined below), Executive will be eligible to receive continued payment of then-Base Salary for eighteen (18) months ("Severance Period"), according to the Company's normal payroll practices, less applicable withholdings and any remuneration paid to Executive during each applicable payroll period because of Executive's employment or self-employment during such period (or "Severance Payments").

**4.3 Termination Due to Disability.** Executive's employment shall terminate automatically if Executive becomes Disabled. Executive shall be deemed Disabled if Executive is unable for medical reasons to perform Executive's essential job duties for either ninety (90) consecutive calendar days or one hundred twenty (120) business days in a twelve (12) month period and, within thirty (30) days after a notice of termination is given to Executive, Executive has not returned to work. If Executive's employment is terminated by the Company due to Executive's Disability, all obligations of the Company under this Agreement shall cease, other than those set forth in Section 3.

**4.4 Termination Due to Death.** Executive's employment shall terminate automatically upon Executive's death. If Executive's employment is terminated due to Executive's death, all obligations of the Company under this Agreement shall cease, other than those set forth in Section 3.

**4.5 Termination By Executive for Good Reason.** Executive's termination of Executive's employment shall be for "Good Reason" if (x) Executive provides written notice to the Company of the Good Reason within thirty (30) days of the event constituting the Good Reason and provides the Company with a period of thirty (30) days to cure the event constituting the Good Reason, (y) the Company fails to cure the Good Reason within the applicable thirty (30) day period, and (z) Executive terminates Executive's employment with the Company within ninety (90) days of the event constituting Good Reason. For purposes of this Agreement, "Good Reason" shall mean: (i) material breach of this Agreement by the Company; or (ii) a material adverse change in Executive's position, duties, authority or responsibilities. Where the Executive terminates Executive's employment for Good Reason, Executive will be eligible to receive the Severance Benefits set forth in Section 4.2 above.

**4.6 Eligibility to Receive Severance Payments.** Executive's eligibility to receive the Severance Payments under this Agreement is conditioned on Executive having first signed a release agreement in the form attached as Exhibit "B" and the release becoming irrevocable by its terms within fifty five (55) calendar days following the date of Executive's termination of employment (or, if applicable, the date of Executive's Separation from Service). All other obligations of the Company under this Agreement shall cease.

**4.7 Executive's Resignation.** Executive may resign Executive's employment at any time during the Term of this Agreement pursuant to Section 3, and thereafter, all obligations of the Company under this Agreement shall cease, other than those set forth in Section 3.

**4.8 Termination In Connection With Change In Control without Cause or for Good Reason.** Where the Company terminates Executive's employment In Connection With a Change In Control without Cause or Executive terminates Executive's employment In Connection With a Change In Control for Good Reason, and Executive's employment is not terminated due to death or Disability (as defined above), Executive will be eligible to receive: (i) continued payment of Base Salary for twenty-four (24) months ("Change In Control Severance Period") according to the Company's payroll practices under this Agreement, less applicable withholdings and any remuneration paid to Executive during each applicable Company payroll period because of Executive's employment or self-employment during such period ("Change In Control Severance Payments"); (ii) payment of a lump sum equal to the higher of (a) Executive's target Annual Bonus for the year in which the termination occurs or (b) in the event of Executive's termination of employment occurring in the second of half of a fiscal year, the reasonably projected Annual Bonus Executive would have received for the year in which the termination of employment occurs, in either event less applicable withholdings; and (iii) any and all unvested Stock Options and any other unvested equity in the Company held by Executive shall become fully vested upon Executive's employment termination date. For purposes of this Agreement, "Change In Control" shall mean the sale of the Company or the sale of all or substantially all of the Company's assets, by means of any transaction or series of related transactions (including, without limitation, any reorganization, merger or consolidation, but excluding any merger effected exclusively for the purpose of changing the domicile of the Company), after which the Company's stockholders of record as constituted immediately prior to such acquisition will, immediately after such acquisition, hold less than fifty percent (50%) of the voting power of the surviving or acquiring entity. For purposes of this Agreement, termination of Executive's employment shall be "In Connection With a Change In Control" where it occurs within ninety (90) days before a Change In Control or within twelve (12) months after a Change In Control. Executive's eligibility to receive the severance set forth in this Section 4.7 is conditioned on Executive having first signed a release agreement in the form attached as Exhibit A and the release becoming irrevocable by its terms within fifty five (55) calendar days following the date of Executive's termination of employment (or, if applicable, the date of Executive's Separation from Service, as such term is defined in Section 4.9). All other obligations of the Company under this Agreement shall cease.

**4.9 Timing of Payments.** In the event that Executive becomes entitled to receive continued payment of Base Salary pursuant to Sections 4.2, 4.5 or 4.7, Executive shall not be entitled to receive any such payments until the Company's first payroll date that is coincident with or next following the date that is fifty five (55) calendar days following the date of Executive's termination of employment (or, if applicable, the date of Executive's Separation from Service) and any payments that otherwise would have been paid to Executive during such period shall be paid to Executive with the first installment paid to Executive following the end of such period. Any Annual Bonus that becomes payable to Executive pursuant to Section 4.7 shall be paid to Executive in a lump sum payment on the date that Executive receives the first installment payment of continued Base Salary as provided in the preceding sentence.

**4.10 Section 409A; Delayed Payments.** To the extent applicable, the provisions in this Section 4 are intended to comply with Section 409A of the Internal Revenue Code of 1986, as amended, and guidance promulgated thereunder (“409A”) and this Agreement shall be administered and construed in a manner consistent with this intent. In the event that any compensation that becomes payable to Executive pursuant to this Section 4 qualifies as a deferral of compensation within the meaning of and subject to 409A, then, notwithstanding anything to the contrary in this Agreement (i) such compensation shall be paid to Executive only in the event of Executive’s “separation from service” with the Company within the meaning of 409A (“Separation from Service”) and (ii) payment of that compensation shall be delayed if Executive is a “specified employee,” as defined in 409A(a)(2)(B)(i), and such delayed payment is required by 409A. Such delay shall last six (6) months from the date of Executive’s Separation from Service. On the Company’s first payroll date that occurs after the end of such six-month period, the Company shall make a catch-up payment to Executive equal to the total amount of such payments that would have been made during the six-month period but for this Section 4.8. To the extent applicable, each and every payment to be made pursuant to Section 4.2, 4.5 or 4.7 shall be treated as a separate payment and not as one of a series of payments treated as a single payment for purposes of Treasury Regulation Section 1.409A-2(b)(2)(iii).

## **5. EXECUTIVE TERMINATION OBLIGATIONS**

**5.1 Return of Property.** Executive agrees that all property (including without limitation all equipment, tangible proprietary information, documents, records, notes, contracts and computer-generated materials) furnished to or created or prepared by Executive incident to Executive’s employment belongs to the Company and shall be promptly returned to the Company upon termination of Executive’s employment.

**5.2 Cooperation.** Following any termination of employment, Executive shall cooperate with the Company in the winding up of pending work on behalf of the Company and the orderly transfer of work to other employees. At the Company’s cost and expense, Executive shall also cooperate with the Company in the defense of any action brought by any third party against the Company that relates to Executive’s employment by the Company.

**5.3 Continuing Obligations.** Executive understands and agrees that Executive’s obligations under Sections 6 and 7 herein (including Exhibit B) shall survive the termination of Executive’s employment for any reason and the termination of this Agreement.

## **6. INVENTIONS AND PROPRIETARY INFORMATION; INDEMNIFICATION**

Concurrent with the execution of this Agreement, Executive will execute and deliver the Company’s Standard Proprietary Information and Inventions Agreement. Concurrent with the execution of this Agreement Cibus, Inc. will execute and deliver to Executive its standard form of Indemnification Agreement for directors and officers.

## **7. ARBITRATION**

The Company and Executive agree that any and all disputes or controversies between them arising out of, relating to, or in connection with this Agreement, or the interpretation, validity, construction, performance, breach, or termination thereof shall be settled by arbitration to be held in San Diego, California, in accordance with the Judicial Arbitration and Mediation Service/Endispute, Inc. (“JAMS”) rules for employment disputes then in effect (the “Rules”). The Company will pay for the fees and costs of the arbitrator. The arbitrator may grant injunctions or other relief in such dispute or controversy. The decision of the arbitrator shall be final, conclusive and binding on the parties to the arbitration. Judgment may be entered on the arbitrator’s decision

in any court having jurisdiction. The arbitrator shall apply Delaware law to the merits of any dispute or claim. Executive hereby expressly consents to the personal jurisdiction of the state and federal courts located in San Diego, California for any action or proceeding arising from or relating to this Agreement or relating to any arbitration in which the parties are participants. The parties may apply to any court of competent jurisdiction for a temporary restraining order, preliminary injunction, or other interim or conservatory relief, as necessary, without breach of this arbitration agreement and without abridgment of the powers of the arbitrator. EXECUTIVE HAS READ AND UNDERSTANDS THIS SECTION, WHICH DISCUSSES ARBITRATION. EXECUTIVE UNDERSTANDS THAT BY SIGNING THIS AGREEMENT, EXECUTIVE AGREES TO SUBMIT ANY FUTURE CLAIMS AGAINST THE COMPANY ARISING OUT OF, RELATING TO, OR IN CONNECTION WITH THIS AGREEMENT OR THE INTERPRETATION, VALIDITY, CONSTRUCTION, PERFORMANCE OR BREACH OF THIS AGREEMENT, TO BINDING ARBITRATION, AND THAT THIS ARBITRATION CLAUSE CONSTITUTES A WAIVER OF EXECUTIVE'S RIGHT TO A JURY TRIAL.

#### **8. AMENDMENTS; WAIVERS; REMEDIES**

This Agreement may not be amended or waived except by a writing signed by Executive and by the Company. Failure to exercise any right under this Agreement shall not constitute a waiver of such right. Any waiver of any breach of this Agreement shall not operate as a waiver of any subsequent breaches. All rights or remedies specified for a party herein shall be cumulative and in addition to all other rights and remedies of the party hereunder or under applicable law.

#### **9. ASSIGNMENT; BINDING EFFECT**

**9.1 Assignment.** The performance of Executive is personal hereunder, and Executive agrees that Executive shall have no right to assign and shall not assign or purport to assign any rights or obligations under this Agreement. This Agreement may be assigned or transferred by the Company; and nothing in this Agreement shall prevent the consolidation, merger or sale of the Company or a sale of any or all or substantially all of its assets.

**9.2 Binding Effect.** Subject to the foregoing restriction on assignment by Executive, this Agreement shall inure to the benefit of and be binding upon each of the parties; the affiliates, officers, directors, agents, successors and assigns of the Company; and the heirs, devisees, spouses, legal representatives and successors of Executive.

#### **10. NOTICES**

All notices or other communications required or permitted hereunder shall be made in writing and shall be deemed to have been duly given if delivered: (a) by hand; (b) by a nationally recognized overnight courier service; or (c) by United States first class registered or certified mail, return receipt requested, to the principal address of the other party, as set forth below. The date of notice shall be deemed to be the earlier of (i) actual receipt of notice by any permitted means, or (ii) five business days following dispatch by overnight delivery service or the United States Mail. Executive shall be obligated to notify the Company in writing of any change in Executive's address. Notice of change of address shall be effective only when done in accordance with this paragraph.

Company's Notice Address:  
Cibus Global, LLC (ATTN: Head of HR)  
6455 Nancy Ridge Dr.  
San Diego, CA 92067

Executive's Notice Address:  
[\*\*\*],  
[\*\*\*]

Email: [provided separately]

#### **11. SEVERABILITY**

If any provision of this Agreement shall be held by a court or arbitrator to be invalid, unenforceable, or void, such provision shall be enforced to the fullest extent permitted by law, and the remainder of this Agreement shall remain in full force and effect. In the event that the time period or scope of any provision is declared by a court or arbitrator of competent jurisdiction to exceed the maximum time period or scope that such court or arbitrator deems enforceable, then such court or arbitrator shall reduce the time period or scope to the maximum time period or scope permitted by law.

#### **12. TAXES**

All amounts paid under this Agreement shall be paid less all applicable state and federal tax withholdings and any other withholdings required by any applicable jurisdiction.

#### **13. GOVERNING LAW**

This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware.

#### **14. INTERPRETATION**

This Agreement shall be construed as a whole, according to its fair meaning, and not in favor of or against any party. Sections and section headings contained in this Agreement are for reference purposes only, and shall not affect in any manner the meaning or interpretation of this Agreement. Whenever the context requires, references to the singular shall include the plural and the plural the singular.

#### **15. OBLIGATIONS SURVIVE TERMINATION OF EMPLOYMENT**

Executive agrees that any and all of Executive's obligations under this Agreement, including, but not limited to, Exhibit B, shall survive the termination of employment and the termination of this Agreement.

#### **16. COUNTERPARTS**

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original of this Agreement, but all of which together shall constitute one and the same instrument. To the maximum extent permitted by law or any applicable governmental authority, any document may be signed and transmitted by PDF or facsimile with the same validity as if it were an ink-signed document.

**17. AUTHORITY**

Each party represents and warrants that such party has the right, power and authority to enter into and execute this Agreement and to perform and discharge all of the obligations hereunder; and that this Agreement constitutes the valid and legally binding agreement and obligation of such party and is enforceable in accordance with its terms.

**18. ENTIRE AGREEMENT**

This Agreement is intended to be the final, complete, and exclusive statement of the terms of Executive’s employment by the Company and may not be contradicted by evidence of any prior or contemporaneous statements or agreements, except for agreements specifically referenced herein (including the Proprietary Information Agreement to be delivered by Executive, and any applicable employee equity incentive agreement). To the extent that the practices, policies or procedures of the Company, now or in the future, apply to Executive and are inconsistent with the terms of this Agreement, the provisions of this Agreement shall control. Any subsequent change in Executive’s duties, position, or compensation will not affect the validity or scope of this Agreement.

**19. EXECUTIVE ACKNOWLEDGEMENT**

**EXECUTIVE ACKNOWLEDGES EXECUTIVE HAS HAD THE OPPORTUNITY TO CONSULT LEGAL COUNSEL CONCERNING THIS AGREEMENT, THAT EXECUTIVE HAS READ AND UNDERSTANDS THE AGREEMENT, THAT EXECUTIVE IS FULLY AWARE OF ITS LEGAL EFFECT, AND THAT EXECUTIVE HAS ENTERED INTO IT FREELY BASED ON EXECUTIVE’S OWN JUDGMENT AND NOT ON ANY REPRESENTATIONS OR PROMISES OTHER THAN THOSE CONTAINED IN THIS AGREEMENT.**

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the date first written above.

**“COMPANY”:**

**“EXECUTIVE”:**

**CIBUS GLOBAL, LLC**

By: /s/ Peter Beetham  
Peter Beetham  
Interim CEO, Cibus, Inc.

/s/ Cornelis (Carlo) Broos  
Cornelis (Carlo) Broos

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**EXHIBIT A**

**PERMITTED ACTIVITIES**

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**EXHIBIT B**

**GENERAL RELEASE OF CLAIMS**

This General Release of Claims (hereinafter "Release") is entered into this \_\_\_\_ day of \_\_\_\_\_, by and between Cornelis (Carlo) Broos ("Executive") and Cibus Global, LLC ("Company").

RECITALS

A. On September 19, 2025, Executive became employed by the Company according to the terms and conditions of the Executive Employment Agreement between the parties ("Employment Agreement").

B. On or about \_\_\_\_\_, Executive's employment with the Company was terminated pursuant to Section 3 of the Employment Agreement.

C. According to the terms and conditions of the Employment Agreement, Executive is entitled to certain severance payments if Executive executes this Release. By execution hereof, Executive understands and agrees that this Release is a compromise of doubtful and disputed claims, if any, which remain untested; that there has not been a trial or adjudication of any issue of law or fact herein; that the terms and conditions of this Release are in no way to be construed as an admission of liability on the part of the Company and that the Company denies any liability and intends merely to avoid litigation with this Release.

AGREEMENT

NOW THEREFORE FOR MUTUAL CONSIDERATION, the receipt and sufficiency of which the parties hereto acknowledge, the parties agree as follows:

1. Executive, for Executive and Executive's spouse, heirs, assigns, executors, administrators, agents, successors and affiliates, hereby unconditionally, irrevocably and absolutely releases and discharges the Company and its past and present affiliates, owners, directors, officers, employees, agents, attorneys, heir, representatives, legatees, stockholders, insurers, divisions, successors and/or assigns and any related holding, parent or subsidiary corporations, from any and all known or unknown loss, liability, claims, costs (including, without limitation, attorneys' fees), demands, causes of action, or suits of any type (collectively "Claims"), whether in law and/or in equity, related directly or indirectly or in any way connected with any transaction, affairs or occurrences between them and arising on or prior to the date hereof in connection with Executive's employment with the Company, the termination of said employment and claims of emotional or physical distress related to such employment or termination. This Release specifically applies to any claims for age discrimination in employment, including any claims arising under the Age Discrimination In Employment Act if over 40, or any other statutes or laws that govern discrimination in employment.

2. Executive irrevocably and absolutely agrees that Executive will not prosecute nor cooperate with any prosecution on Executive's behalf in any administrative agency, whether federal or state, or in any court, whether federal or state, any claim or demand of any type related to the matters released in Section 1, it being an intention of the parties that with the execution of this Release, the Company and its past and present affiliates, owners, directors, officers, employees, agents, attorneys, heir, representatives, legatees, stockholders, insurers, divisions, successors and/or assigns and any related holding, parent or subsidiary corporations will be absolutely, unconditionally and forever discharged of and from all obligations to or on behalf of the other related in any way to the matters released in Section 1.

3. Executive agrees to treat all matters related to this Release as confidential ("Confidential Information"); provided, however, that nothing herein shall be deemed to preclude Executive from giving statements, affidavits, depositions, testimony, declarations, or other disclosures required by or pursuant to legal process, or from disclosing Confidential Information to Executive's legal counsel, tax advisor or spouse. Similarly, Executive shall not make, issue, disseminate, publish, print or announce any news release, public statement or announcement with respect to the Confidential Information, or any aspect thereof, the reasons therefore and the terms of this Release.

4. Executive agrees not to (i) make any unfavorable or disparaging comments or remarks (whether written or oral) to third parties regarding the Company or its officers, directors and employees); or (ii) endorse, approve, disseminate, or assist in the dissemination of, any unfavorable or disparaging comments or remarks (whether written or oral) made by any third party regarding the Company or its officers, directors and employees.

5. Executive and the Company do certify that Executive and the Company have read all of this Release, and that Executive and the Company fully understands all of the same. Executive hereby expressly waives all of the benefits and rights granted to Executive pursuant to any applicable law or regulation to the effect that:

A general release does not extend to claims which the creditor does not know of or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor.

6. Executive and the Company further declare and represent that no promise, inducement or agreement not herein expressed has been made to either and that this Release contains the full and entire agreement between and among the parties, and that the terms of this Release are contractual and not a mere recital.

7. The validity, interpretation, and performance of this Release shall be construed and interpreted according to the laws of the State of California.

8. This Release may be pleaded as a full and complete defense and may be used as the basis for an injunction against any action, suit or proceeding that may be prosecuted, instituted or attempted by either party in breach thereof.

9. If any provision of this Release, or part thereof, is held invalid, void or voidable as against the public policy or otherwise, the invalidity shall not affect other provisions, or parts thereof, which may be given effect without the invalid provision or part. To this extent, the provisions, and parts thereof, of this Release are declared to be severable.

10. It is understood that this Release is not an admission of any liability by any person, firm association or corporation but is in compromise of any disputed claim.

11. Executive represents, acknowledges and agrees that the Company has advised him, in writing, to discuss this Release with an attorney, and that to the extent, if any, that Executive has desired, Executive has done so; that the Company has given Executive twenty-one (21) days to review and consider this Release before signing it, and Executive understands that Executive may use as much of this twenty-one (21) day period as Executive wishes prior to signing; that no promise, representation, warranty or agreements not contained herein have been made by or with anyone to cause Executive to sign this Release; that Executive has read this Release in its entirety, and fully understands and is aware of its meaning, intent, contents and legal effect; and that Executive is executing this Release voluntarily, and free of any duress or coercion.

12. The parties acknowledge that for a period of seven (7) days following the execution of this Release by Executive, Executive may revoke the Release, and the Release shall not become effective or enforceable until the revocation period has expired. This Release shall become effective eight (8) days after it is signed by Executive.

**IN WITNESS WHEREOF**, the undersigned have executed this Release on the dates shown below.

**“COMPANY”:**

**Cibus Global, LLC**

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Its: \_\_\_\_\_

Dated: \_\_\_\_\_

**“EXECUTIVE”:**

\_\_\_\_\_  
Cornelis (Carlo) Broos