

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): **August 19, 2025**

ARTELO BIOSCIENCES, INC.

(Exact name of Company as specified in its charter)

Nevada (State or other jurisdiction of incorporation)	001-38951 (Commission File Number)	33-1220924 (IRS Employer Identification No.)
505 Lomas Santa Fe, Suite 160 Solana Beach, CA USA (Address of principal executive offices)		92075 (Zip Code)
(858) 925-7049 (Company's telephone number, including area code)		

(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 Company 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, par value \$0.001 per share	ARTL	The Nasdaq Stock Market LLC

Indicate by check mark whether the Company is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 or Rule 12b-2 of the Securities Exchange Act of 1934.

Emerging Growth Company ☐

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

Item 1.02 Termination of a Material Definitive Agreement.

Termination of Securities Purchase Agreement

As previously disclosed, Artelo Biosciences, Inc. (the “Company”) entered into a Securities Purchase Agreement dated as of August 1, 2025 (the “Purchase Agreement”) with certain accredited investors (the “Investors”), pursuant to which the Company agreed to issue and sell, in a private placement (the “Offering”): (i) 593,252 shares (the “Shares”) of the Company’s common stock, par value \$0.001 per share (the “Common Stock”), and (ii) warrants to purchase up to 2,126,809 shares of Common Stock (the “Purchase Warrants”). A description of the Purchase Agreement was disclosed in the Company’s Current Report on Form 8-K, filed with the U.S. Securities and Exchange Commission (the “SEC”) on August 4, 2025.

On August 19, 2025 (the “Effective Date”), the Company entered into a Termination and Mutual Release Agreement (the “Purchase Termination Agreement”) with the Investors. The Purchase Termination Agreement terminates in its entirety, effective as of the Effective Date, the Purchase Agreement, the Purchase Warrants, and any other certificates, agreements, or instruments executed in connection therewith (collectively, the “Purchase Documents”).

Pursuant to the Purchase Termination Agreement, the Purchase Documents are deemed null and void from inception and of no further force or effect (except for certain customary provisions that survive solely with respect to the Purchase Termination Agreement). The Company and the Investors mutually released each other and their respective affiliates from all claims that either might have against the other except for claims relating to any breach by the Company of the representations, warranties or covenants made in any of the transaction documents relating to the private placement transaction that occurred in June 2025 in which one or more of the Investors may have participated. The Company is required to return any portion of the purchase price under the Purchase Agreement previously received (if any) to the Investors’ counsel’s trust account within three business days after the Effective Date. Concurrently with execution of the Purchase Termination Agreement, the Company paid \$50,000 to TingleMerrett LLP, counsel to the Investors, for legal fees incurred in connection with the transaction. No termination penalties are payable by either party. Each party will bear its own transaction expenses, other than the legal fee payment described above.

A copy of the Purchase Termination Agreement is filed as Exhibit 10.1 to this Current Report on Form 8-K and is incorporated herein by reference, and the foregoing description of the Purchase Termination Agreement is qualified in its entirety by reference thereto.

Termination of Consulting Agreement

As previously disclosed, the Company entered into a Consulting Agreement dated as of August 1, 2025 (the “Consulting Agreement”) with ABK Labs, Inc. (the “Consultant”), pursuant to which the Consultant was to provide strategic advisory services relating to, among other things, the Company’s digital asset strategy in consideration for a warrant to purchase up to 55,000 shares of Common Stock (the “Consultant Warrant”). A description of the Consulting Agreement and the Consultant Warrant was disclosed in the Company’s Current Report on Form 8-K, filed with the U.S. Securities and Exchange Commission (the “SEC”) on August 7, 2025.

On August 19, 2025, the Company and the Consultant entered into a Termination Agreement (the “Consultant Termination Agreement”) pursuant to which the parties mutually agreed to terminate, effective as of August 16, 2025 (the “Termination Date”), the Consultant Agreement and the Consultant Warrant (collectively, the “Consultant Documents”).

Under the Consultant Termination Agreement, the parties mutually agreed to terminate the Consultant Documents effective as of the Termination Date, with all rights and obligations under those documents ceasing as of that date. The requirement for 30 days’ prior written notice of termination was waived, and the Consultant irrevocably forfeited all vesting and exercise rights under the Consultant Warrant. Both parties provided mutual releases of claims relating to the Consultant Documents, including a waiver of unknown claims under Section 1542 of the California Civil Code, except for claims arising from a breach of the Consultant Termination Agreement. Certain provisions relating to confidentiality, governing law, jurisdiction, service of process, and indemnification survive solely with respect to the Consultant Termination Agreement. No cash payments, penalties, or other consideration were paid in connection with the termination.

A copy of the Consultant Termination Agreement is filed as Exhibit 10.2 to this Current Report on Form 8-K and is incorporated herein by reference, and the foregoing description of the Consultant Termination Agreement is qualified in its entirety by reference thereto.

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits

Exhibit No.	Description
10.1	Form of Termination and Mutual Release Agreement by and between Artelo Biosciences, Inc. and the investors named therein
10.2	Termination Agreement by and between Artelo Biosciences, Inc. and ABK Labs, Inc., dated August 19, 2025

SIGNATURES

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

Date: August 20, 2025

ARTELO BIOSCIENCES, INC.

/s/ Gregory D. Gorgas

Name: Gregory D. Gorgas

Title: Chief Executive Officer and President

TERMINATION AND MUTUAL RELEASE AGREEMENT

This Termination and Mutual Release Agreement (the “**Agreement**”) is entered into as of the date that the last Party executes this Agreement (the “**Effective Date**”), by and among **ARTELO BIOSCIENCES, INC.**, a Nevada corporation (the “**Company**”), and the purchasers listed on the signature pages hereto (each, an “**Investor**,” and collectively, the “**Investors**”). The Company and each Investor are sometimes referred to in this Agreement individually as a “**Party**” and collectively as the “**Parties**.”

RECITALS

A. On August 1, 2025, the Company and the Investors entered into that certain Securities Purchase Agreement (the “**Purchase Agreement**”), pursuant to which the Investors agreed, subject to the terms and conditions set forth therein, to purchase shares of the Company’s common stock and related warrants (collectively with the Purchase Agreement and any other certificates, agreements or instruments executed in connection therewith, the “**Transaction Documents**”).

B. As of the date hereof (i) several closing conditions set forth in the Purchase Agreement have not been satisfied, (ii) no securities of the Company have been issued to any Investor, (iii) the Parties have not agreed to a closing time; and (iv) purchase price funds from certain Investors have not been wired to the Company.

C. The Parties now desire to terminate the Purchase Agreement and all other Transaction Documents in their entirety and to provide a comprehensive mutual release of all claims that any Party or its Related Parties (as defined below) may have against any other Party or its Related Parties, all on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the foregoing Recitals (which are incorporated herein by this reference), the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. TERMINATION OF TRANSACTION DOCUMENTS

(a) **Termination.** Effective as of the Effective Date, the Purchase Agreement and each other Transaction Document are hereby terminated in their entirety, shall be of no further force or effect, and shall be deemed null and void ab initio, except as expressly provided in Section 1(c) below.

(b) **No Further Obligations.** Except as set forth in Section 1(c), neither the Company nor any Investor shall have any further duty, obligation or liability to the other under any Transaction Document, whether arising before, on or after the Effective Date.

(c) **Surviving Provisions.** Notwithstanding the foregoing, Sections relating to confidentiality, governing law, jurisdiction, service of process, waiver of jury trial, and indemnification for breaches of confidentiality (if any) contained in the Transaction Documents shall survive solely with respect to this Agreement.

2. MUTUAL RELEASES

(a) **Release by the Company.** Each of the Company and its past, present, and future parents, subsidiaries, affiliates, stockholders, members, partners, managers, officers, directors, employees, agents, attorneys, successors and assigns (collectively, the “**Company Releasing Parties**”) hereby irrevocably releases, waives and forever discharges each Investor and such Investor’s past, present, and future parents, subsidiaries, affiliates, equityholders, partners, managers, officers, directors, employees, agents, attorneys, predecessors, successors and assigns (collectively, the “**Investor Released Parties**”) from any and all actions, causes of action, suits, debts, dues, sums of money, accounts, reckonings, bonds, bills, covenants, contracts, controversies, agreements, promises, variances, trespasses, damages, judgments, extents, executions, claims, demands, liabilities and obligations of every kind, nature and description whatsoever, whether known or unknown, foreseen or unforeseen, asserted or unasserted, in law, equity, or otherwise (collectively, “**Claims**”), that any Company Releasing Party ever had, now has, or hereafter can, shall or may have against any of the Investor Released Parties arising out of or relating to any matter, cause or event occurring or failing to occur on or prior to the Effective Date, including without limitation any Claims arising out of, relating to, or in connection with the Purchase Agreement, any other Transaction Document, or the transactions contemplated thereby, but excluding any Claims arising from a breach of this Agreement.

(b) **Release by the Investors.** Each Investor, on behalf of itself and its past, present, and future parents, subsidiaries, affiliates, equityholders, members, partners, managers, officers, directors, employees, agents, attorneys, successors and assigns (collectively, the “**Investor Releasing Parties**”), hereby irrevocably releases, waives and forever discharges the Company and the Company Releasing Parties (collectively, the “**Company Released Parties**”) from any and all Claims that any Investor Releasing Party ever had, now has, or hereafter can, shall or may have against any of the Company Released Parties arising out of or relating to any matter, cause or event occurring or failing to occur on or prior to the Effective Date, including without limitation any Claims arising out of, relating to, or in connection with the Purchase Agreement, any other Transaction Document, or the transactions contemplated thereby, but excluding any Claims arising from a breach of this Agreement. Notwithstanding the foregoing, the release contained in this Section 2(b) does not apply to any breach by the Company of its representations, warranties, or covenants made in any of the transaction documents relating to the private placement transaction that occurred in June 2025 in which one or more of the Investors may have participated.

(c) **Specific Waiver of Unknown Claims.** Each Party acknowledges that it may hereafter discover facts different from or in addition to those which it now knows or believes to be true with respect to the subject matter of the releases set forth in this Section 2 and agrees that the release so given shall be and remain effective in all respects notwithstanding any such differences or additional facts.

(d) **Waiver of Benefits under Common Law.** Each Party hereby expressly waives any and all rights and benefits conferred by any statute or common-law principle that would otherwise limit the scope of the release to known or suspected claims at the time of executing this Agreement. In particular, each Party expressly waives the provisions of Section 1542 of the California Civil Code, which provides:

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

Each Party acknowledges that it may hereafter discover facts in addition to or different from those which it now knows or believes to be true with respect to the subject matter of the releases set forth in this Section 2, but it is the intention of the Parties to fully, finally and forever settle and release all claims, known or unknown, suspected or unsuspected, which now exist, may exist or heretofore have existed between them. In furtherance of this intention, the releases herein given shall be and remain in effect as full and complete releases notwithstanding the discovery or existence of any such additional or different facts.

3. RETURN OF FUNDS

(a) **Company Funds.** To the extent the Company has received any portion of the Purchase Price (as defined in the Purchase Agreement) from any Investor, the Company shall, within three (3) business days after the Effective Date, cause such funds to be returned in immediately available funds to the Investors' attorney's trust account, without deduction, set-off or counterclaim.

(b) **Investor Legal Fees.** Concurrently upon the execution of this Agreement, and as pursuant to ss. 5.11 of the Purchase Agreement, the Company shall pay the sum of USD \$50,000.00 by wire to TingleMerrett LLP, counsel to the Investors, consisting of all reasonable legal fees incurred by the Investors in the preparation of the Transaction Documents (the "**Investor Fees**"). For clarity, the terms of this Agreement, and the release pursuant to ss. 2(b) above, shall not be effective until the Investor Fees have been remitted by the Company.

(c) **Investor Funds.** Other than as pursuant to ss. 3(b) above, to the extent any Investor has incurred reasonable, documented, out-of-pocket expenses solely and directly in connection with the negotiation or execution of the Purchase Agreement (collectively, "**Transaction Expenses**"), the Company shall not be responsible for, and the Investor shall bear, such Transaction Expenses. For clarity, no Party shall be obligated to reimburse any other Party for any costs, fees or expenses in connection with the Purchase Agreement or the transactions contemplated thereby, except as set forth in this Section 3.

4. REPRESENTATIONS AND WARRANTIES

(a) Each Party represents and warrants to the other Parties that:

(i) it has full power and authority to enter into, execute, deliver and perform this Agreement;

(ii) this Agreement constitutes a valid and binding obligation of such Party, enforceable against it in accordance with its terms;

(iii) the execution, delivery and performance of this Agreement has been duly authorized by all requisite corporate, limited liability company or similar action on the part of such Party; and

(iv) it has not assigned or otherwise transferred any Claim released hereby to any third party.

5. NON-DISPARAGEMENT

(a) Each Party agrees that it shall not disparage, and shall cause its respective directors, officers and employees not to disparage, any other Party or any of its respective directors, officers, employees, agents or business practices; provided, however, that nothing in this Section 5 shall restrict any Party from complying with applicable law, regulation or legal process or from providing truthful testimony in any legal proceeding.

6. MISCELLANEOUS

(a) **Entire Agreement.** This Agreement constitutes the entire agreement among the Parties with respect to the subject matter hereof and supersedes all prior oral or written agreements and understandings relating thereto.

(b) **Amendments and Waivers.** No amendment, modification or waiver of any provision of this Agreement shall be effective unless in writing and signed by the Company and the Investors holding at least a majority of the aggregate purchase price obligations set forth in the Purchase Agreement (the “Majority Investors”). No waiver shall constitute, or be construed as, a waiver of any other provision or of the same provision on another occasion.

(c) **Governing Law; Jurisdiction.** This Agreement and all Claims arising out of or relating hereto shall be governed by, and construed in accordance with, the internal laws of the State of New York without regard to its conflicts-of-law principles. Each Party irrevocably submits to the exclusive jurisdiction of the state and federal courts located in the County and State of New York for the purpose of any suit, action or other proceeding arising out of or relating to this Agreement and hereby waives, and agrees not to assert, by way of motion, as a defense, or otherwise, any claim that it is not subject personally to the jurisdiction of such courts, that the suit, action or proceeding is brought in an inconvenient forum, that the venue of the suit, action or proceeding is improper or that this Agreement or the subject matter hereof may not be enforced in or by such courts.

(d) **WAIVER OF JURY TRIAL.** TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, EACH PARTY IRREVOCABLY WAIVES TRIAL BY JURY IN ANY LEGAL PROCEEDING (WHETHER SOUNDING IN CONTRACT, TORT OR OTHERWISE) ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.

(e) **Severability.** If any provision of this Agreement is held to be invalid, illegal or unenforceable in any respect under any applicable law in any jurisdiction, such provision shall, as to such jurisdiction, be ineffective to the extent of such invalidity, illegality or unenforceability without affecting the remaining provisions hereof, and the invalid, illegal or unenforceable provision shall be replaced by a mutually acceptable, valid, legal and enforceable provision that most closely reflects the Parties’ original intent.

(f) **Counterparts; Electronic Signatures.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. Signatures delivered by electronic means (including via PDF or DocuSign) shall be deemed to be original signatures for all purposes.

(g) **Fees and Expenses.** Except as expressly set forth herein, each Party shall bear its own fees, costs and expenses (including attorneys’ fees) incurred in connection with the negotiation, execution and performance of this Agreement and the termination of the Transaction Documents.

[Signature pages follow]

SIGNATURE PAGE TO TERMINATION AND MUTUAL RELEASE AGREEMENT

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

COMPANY

ARTELO BIOSCIENCES, INC.

By: _____

Name: Gregory D. Gorgas

Title: Chief Executive Officer

Date:

INVESTOR

Print Name Above

Sign Above

If signer is an entity, specify name and title of authorized signer below:

Name: _____

Title: _____

Date: _____

TERMINATION AGREEMENT

TERMINATION AGREEMENT, dated August 19, 2025 (the “**Termination Agreement**”), by and between ARTELO BIOSCIENCES, INC., a Nevada corporation (the “**Company**”) and ABK LABS, INC., a Delaware corporation (“**Consultant**”). Each of the Company and Consultant are referred to in this Termination Agreement individually as a “**Party**” and, collectively, as the “**Parties**.”

RECITALS

A. On August 1, 2025, the Company and Consultant entered into a consulting agreement (the “**Consulting Agreement**”) to set forth the Parties’ agreement to have Consultant provide strategic advisory services to the Company related to the development, implementation, and communication of the Company’s digital asset strategy, as well as business development, financial and technical advisory, investor relations, and other related support, in exchange for a warrant to purchase up to 55,000 shares of the Company’s common stock, par value \$0.001 per share, at an exercise price of \$10.20 per share (the “**ABK Labs Warrant**,” together with the Consulting Agreement, the “**Consultant Documents**”).

B. The Parties wish to mutually terminate the Consulting Agreement and the ABK Labs Warrant effective as of August 16, 2025 (the “**Termination Date**”) and forego the provisions of Section 4 of the Consulting Agreement relating to thirty (30) days advance written notice (the “**Termination Notice**”).

AGREEMENT

NOW, THEREFORE, in consideration of the mutual promises herein contained and for such other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the Parties hereto, intending to be legally bound, hereby agree as follows:

1. **Termination of Consultant Documents.** Effective as of the Termination Date, the Consulting Agreement and the ABK Labs Warrant are terminated and of no further force and effect, and neither of the Parties will have any further rights or obligations under or pursuant to the Consulting Agreement or the ABK Labs Warrant. For the avoidance of doubt, any and all vesting under the ABK Labs Warrant is hereby waived and Consultant is not entitled to the exercise of any shares thereunder.

2. **No Further Obligations.** Except as set forth in Section 4 of this Termination Agreement, neither the Company nor Consultant shall have any further duty, obligation or liability to the other under any Consultant Document, whether arising before, on or after the Termination Date.

3. **Waiver of Termination Notice.** The Parties agree that the portion of Section 4 of the Consulting Agreement relating to the Termination Notice, is hereby waived and shall have no further force or effect in light of the mutual agreement on the Termination Date specified in this Agreement.

4. **Ongoing Obligations.** Notwithstanding the foregoing, Sections relating to confidentiality, governing law, jurisdiction, service of process, waiver of jury trial, and indemnification for breaches of confidentiality (if any) contained in the Consultant Documents shall survive solely with respect to this Termination Agreement.

5. **Mutual Release.**

(a) **Release by the Company.** Each of the Company and its past, present, and future parents, subsidiaries, affiliates, stockholders, members, partners, managers, officers, directors, employees, agents, attorneys, successors and assigns (collectively, the “**Company Releasing Parties**”) hereby irrevocably releases, waives and forever discharges Consultant and such Consultant’s past, present, and future parents, subsidiaries, affiliates, equityholders, partners, managers, officers, directors, employees, agents, attorneys, predecessors, successors and assigns (collectively, the “**Consultant Released Parties**”) from any and all actions, causes of action, suits, debts, dues, sums of money, accounts, reckonings, bonds, bills, covenants, contracts, controversies, agreements, promises, variances, trespasses, damages, judgments, extents, executions, claims, demands, liabilities and obligations of every kind, nature and description whatsoever, whether known or unknown, foreseen or unforeseen, asserted or unasserted, in law, equity, or otherwise (collectively, “**Claims**”), that any Company Releasing Party ever had, now has, or hereafter can, shall or may have against any of the Consultant Released Parties arising out of or relating to any matter, cause or event occurring or failing to occur on or prior to the Termination Date, including without limitation any Claims arising out of, relating to, or in connection with the Consulting Agreement, the ABK Labs Warrant, or the transactions contemplated thereby, but excluding any Claims arising from a breach of this Termination Agreement.

(b) **Release by Consultant.** Consultant, on behalf of itself and its past, present, and future parents, subsidiaries, affiliates, equityholders, members, partners, managers, officers, directors, employees, agents, attorneys, successors and assigns (collectively, the “**Consultant Releasing Parties**”), hereby irrevocably releases, waives and forever discharges the Company and the Company Releasing Parties (collectively, the “**Company Released Parties**”) from any and all Claims that any Consultant Releasing Party ever had, now has, or hereafter can, shall or may have against any of the Company Released Parties arising out of or relating to any matter, cause or event occurring or failing to occur on or prior to the Termination Date, including without limitation any Claims arising out of, relating to, or in connection with the Consulting Agreement, the ABK Labs Warrant, or the transactions contemplated thereby, but excluding any Claims arising from a breach of this Termination Agreement.

(c) **Specific Waiver of Unknown Claims.** Each Party acknowledges that it may hereafter discover facts different from or in addition to those which it now knows or believes to be true with respect to the subject matter of the releases set forth in this Section 5 and agrees that the release so given shall be and remain effective in all respects notwithstanding any such differences or additional facts.

(d) **Waiver of Benefits under Common Law.** Each Party hereby expressly waives any and all rights and benefits conferred by any statute or common-law principle that would otherwise limit the scope of the release to known or suspected Claims at the time of executing this Termination Agreement. In particular, each Party expressly waives the provisions of Section 1542 of the California Civil Code, which provides:

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

Each Party acknowledges that it may hereafter discover facts in addition to or different from those which it now knows or believes to be true with respect to the subject matter of the releases set forth in this Section 5, but it is the intention of the Parties to fully, finally and forever settle and release all Claims, known or unknown, suspected or unsuspected, which now exist, may exist or heretofore have existed between them. In furtherance of this intention, the releases herein given shall be and remain in effect as full and complete releases notwithstanding the discovery or existence of any such additional or different facts.

6. **Representations and Warranties.** Each Party represents and warrants to the other Party that (i) it has full power and authority to enter into, execute, deliver and perform this Termination Agreement, (ii) this Termination Agreement constitutes a valid and binding obligation of such Party, enforceable against it in accordance with its terms; (iii) the execution, delivery and performance of this Termination Agreement has been duly authorized by all requisite corporate, limited liability company or similar action on the part of such Party; and (iv) it has not assigned or otherwise transferred any Claim released hereby to any third party.

7. **Governing Law.** The validity, interpretation, construction and performance of this Termination Agreement shall be governed by the laws of the State of California as applied to agreements among California residents entered into and to be performed entirely within California.

8. **Entire Agreement.** This Termination Agreement embodies the entire agreement and understanding of the Parties hereto in respect of the subject matter contained herein and is an integrated contract.

9. **Counterparts.** This Termination Agreement may be executed in one or more counterparts, all of which together shall be deemed to be of one instrument.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties hereto have executed this Termination Agreement as of the date first above written.

COMPANY:

ARTELO BIOSCIENCES, INC.

By: /s/ Gregory D. Gorgas
Name: Gregory D. Gorgas
Title: President & CEO/CFO

CONSULTANT:

ABK LABS INC.

By: /s/ Alex Kehaya
Name: Alex Kehaya
Title: CEO
