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): February 02, 2022

Arcadia Biosciences, Inc.
(Exact name of Registrant as Specified in Its Charter)

Delaware	001-37383	81-0571538
(State or Other Jurisdiction of Incorporation)	(Commission File Number)	(IRS Employer Identification No.)

202 Cousteau Place
Suite 105
Davis, California — **95618**
(Address of Principal Executive Offices) — **(Zip Code)**

Registrant's Telephone Number, Including Area Code: 530 756-7077

(Former Name or Former Address, if Changed Since Last Report)

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

☐ Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)

☐ Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)

☐ Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))

☐ Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Securities registered pursuant to Section 12(b) of the Act:

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
Common	RKDA	The NASDAQ Stock Market LLC

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

Emerging growth company ☐

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

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

On February 2, 2022, (the “Effective Date”), Arcadia Biosciences, Inc. (“the Company”) hired Stanley Jacot, Jr. as the new president and chief executive officer of the Company. Mr. Jacot, age 52, brings nearly 35 years of retail consumer marketing and executive leadership experience. Mr. Jacot served as president of Jane’s Dough Foods, a producer of frozen dough and pizza products including branded, private label and co-packed products, from 2015 to 2021. Prior to that, he was the vice president of marketing at Mission Foods and vice president of Borden Dairy Company’s branded dairy and yogurt division. Mr. Jacot has held a variety of senior marketing and operations positions with Conagra Foods Snacks and Kellogg Company. Mr. Jacot has a bachelor of science degree in marketing from DePaul University in Chicago, Illinois. A copy of the press release issued by the Company on February 2, 2022, is furnished as Exhibit 99.1 to this Current Report on Form 8-K and is incorporated herein by reference.

The Company has signed an offer letter with Mr. Jacot in connection with his appointment. The offer letter establishes Mr. Jacot’s annual base salary of $350,000 and his target bonus opportunity of 50% of his annual base salary. Additionally, the Company granted Mr. Jacot an inducement stock option on February 2, 2022 to purchase 316,108 shares of the Company’s common stock with an exercise price of $0.91 per share. Mr. Jacot’s right to exercise the stock option vests over four years (25% on the one-year anniversary of the Effective Date, with the remaining 75% vesting in 36 equal monthly installments thereafter), subject to his continued service.

Mr. Jacot entered into a severance and change in control agreement with the Company (the “CIC Agreement”) on the Effective Date, Pursuant to the CIC Agreement, if Mr. Jacot resigns for good reason, or if the Company terminates Mr. Jacot’s employment for a reason other than cause or Mr. Jacot’s death or disability at any time other than during the twelve-month period immediately following a change of control, then Mr. Jacot will receive the following severance benefits from the Company: (i) severance in the form of base salary continuation for a period of nine months; (ii) pro-rated portion of his annual bonus; (iii) reimbursement for premiums paid for coverage pursuant to the Consolidated Omnibus Budget Reconciliation Act of 1985, as amended, or COBRA, for Mr. Jacot and his eligible dependents for up to nine months; and (iv) vesting shall accelerate as to those outstanding equity awards that would have vested in the twelve months following the termination date if Mr. Jacot had continued his employment with the Company.

If during the twelve-month period immediately following a change of control, (x) the Company terminates Mr. Jacot’s employment for a reason other than cause or Mr. Jacot’s death or disability, or (y) Mr. Jacot resigns from employment for good reason, then, in lieu of the above described severance benefits, Mr. Jacot shall receive the following severance benefits from the Company: (i) severance in the form of base salary continuation for a period of twelve months; (ii) reimbursement for premiums paid for coverage pursuant to COBRA for Mr. Jacot and his eligible dependents for up to twelve months; (iii) pro-rated portion of his annual bonus; and (iv) vesting shall accelerate as to 100% of all of Mr. Jacot’s outstanding equity awards.

Mr. Jacot’s receipt of severance payments or benefits pursuant to the CIC Agreement is subject to his signing a release of claims in the Company’s favor and complying with certain restrictive covenants set forth in the CIC Agreement.

In connection with Mr. Jacot’s appointment, Kevin Comcowich resigned as interim president and chief executive officer of the Company, effective February 2, 2022. Mr. Comcowich was appointed interim president and chief executive officer on January 1, 2022, while the Board conducted a search for a permanent president and chief executive officer for the Company. Mr. Comcowich continues to serve as chair of the Company’s Board of Directors.

The foregoing description of Mr. Jacot’s inducement stock option grant and CIC Agreement is a summary and is qualified in its entirety by reference to the CIC Agreement and inducement stock option grant agreement, which are attached hereto as Exhibits 10.1 and 10.2 and incorporated by reference herein.

Item 9.01 Financial Statements and Exhibits.

Exhibit No.	Description
10.1	Severance Agreement (filed herewith).
10.2	Inducement Option Grant for Stanley Jacot (filed herewith).
99.1	Press release dated February 2, 2022 (filed herewith).
104	Cover Page Interactive Data File (embedded within the Inline XBRL document).

SIGNATURES

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

			Arcadia Biosciences, Inc.
Date:	February 7, 2022	By:	/s/ PAMELA HALEY
			Pamela Haley, Chief Financial Officer

Exhibit 10.1

SEVERANCE AND CHANGE IN CONTROL AGREEMENT

This Severance and Change in Control Agreement (the "***Agreement***") is made and entered into by and between Stan Jacot ("***Executive***") and Arcadia Biosciences, Inc. (the "***Company***"), effective as of the latest date set forth by the signatures of the parties hereto below (the "***Effective Date***").

RECITALS

1. The Compensation Committee of the Board of Directors of the Company (the "***Committee***") recognizes that it is possible that the Company could terminate Executive's at-will employment with the Company and from time to time the Company may consider the possibility of an acquisition by another company or other change in control transaction. The Committee also recognizes that such considerations can be a distraction to Executive and can cause Executive to consider alternative employment opportunities. The Committee has determined that it is in the best interests of the Company and its stockholders to assure that the Company will have the continued dedication and objectivity of Executive, notwithstanding the possibility, threat or occurrence of such a termination of employment or the occurrence of a Change in Control (as defined herein) of the Company.

2. The Committee believes that it is in the best interests of the Company and its stockholders to provide Executive with an incentive to continue his employment with the Company and to motivate Executive to maximize the value of the Company for the benefit of its stockholders.

3. The Committee believes that it is imperative to provide Executive with certain severance benefits upon Executive's termination of employment and with certain additional benefits following a Change in Control. These benefits will provide Executive with enhanced financial security and incentive and encouragement to remain with the Company notwithstanding the possibility of a Change in Control.

4. The Company and Executive have entered into an offer letter dated January 31, 2022 (the "***Offer Letter***").

5. All terms and conditions of the Offer Letter will remain in full force and effect.

6. Certain capitalized terms used in the Agreement are defined in Section 5 below.

<u>AGREEMENT</u>

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties hereto agree as follows:

1. <u>At-Will Employment</u>. The Company and Executive acknowledge that, notwithstanding this Agreement and any benefits provided for herein, Executive's employment is and will continue to be at-will, as defined under applicable law. If Executive's employment terminates for any reason, including (without limitation) any termination of employment not set forth in Section 2, Executive will not be entitled to any payments, benefits, damages, awards or compensation other than the payment of accrued but unpaid wages and vacation, if any, as required by law, and any unreimbursed reimbursable expenses or pursuant to written agreements with the Company, including equity award agreements.

7. <u>Severance Benefits</u>.

(a) <u>Termination without Cause and not in Connection with a Change in Control</u>. If the Company terminates Executive's employment with the Company for a reason other than Cause, Executive becoming Disabled, or Executive's death, at any time other than the twelve (12)-month period immediately following a Change in Control, then, subject to Section 3, Executive will receive the following severance benefits from the Company:

(i) <u>Accrued Compensation</u>. The Company will pay Executive all accrued but unpaid vacation, expense reimbursements, wages, and other benefits due to Executive under any Company-provided plans, policies, and arrangements.

(ii) <u>Severance Payment</u>. Executive will receive continuing payments of severance for a period of nine (9) months (such number of months, the "***Standard Severance Period***") from the date of such termination of employment at a rate equal to Executive's base salary as in effect immediately prior to the date of Executive's termination of employment (disregarding any reduction in base salary that triggers the right to termination for Good Reason), less all required tax withholdings and other applicable deductions, which will be paid in accordance with the Company's regular payroll procedures.

(iii) <u>Continued Employee Benefits</u>. If Executive elects continuation coverage pursuant to the Consolidated Omnibus Budget Reconciliation Act of 1985, as amended ("***COBRA***") for Executive and Executive's eligible dependents, within the time period prescribed pursuant to COBRA, the Company will reimburse Executive for the COBRA premiums for such coverage (at the coverage levels in effect immediately prior to Executive's termination or resignation) until the earlier of (A) the end of the Standard Severance Period, or (B) the date upon which Executive and/or Executive's eligible dependents becomes covered under similar plans. COBRA reimbursements will be made by the Company to Executive consistent with the Company's normal expense reimbursement policy and will be taxable to the extent required to avoid adverse consequences to Executive or the Company under either Code Section 105(h) or the Patient Protection and Affordable Care Act of 2010.

(iv) Pro-Rated Bonus. Following the end of the year in which Executive's employment with the Company terminates, but no later than March 15 of such following year, the Committee, and if applicable, the Company's Board of Directors ("***Board***"), shall determine in good faith the annual cash bonus that Executive would have been entitled to receive for the year of termination if Executive had remained employed by the Company through the end of such year (such hypothetical bonus, the "***Termination Year Bonus***"). The Company will pay Executive a pro-rated portion of the Termination Year Bonus based on the percentage of the year that Executive was employed by the Company in the year of termination. This amount will be payable on or before the earlier of (i) March 15 of the year immediately following the year of Executive's termination and (ii) the date that the Company pays annual cash bonuses to other executives of the Company with respect to the year of Executive's termination.

(v) Payments or Benefits Required by Law. Executive will receive such other compensation or benefits from the Company as may be required by law.

(vi) Equity. Executive will be entitled to accelerated vesting as to all outstanding equity awards which would vest within twelve (12) months of the termination date under standard vesting.

(b) Termination for Good Reason: If Executive resigns from employment with the Company for Good Reason at any time other than the twelve (12)-month period immediately following a Change in Control, then, subject to Section 3, Executive shall receive the following severance benefits from the Company:

(i) Accrued Compensation. The Company will pay Executive all accrued but unpaid vacation, expense reimbursements, wages, and other benefits due to Executive under any Company-provided plans, policies, and arrangements.

(ii) Severance Payment. Executive will receive continuing payments of severance for a period of nine (9) months (such number of months, the "***Standard Severance Period***") from the date of such termination of employment at a rate equal to Executive's base salary as in effect immediately prior to the date of Executive's termination of employment (disregarding any reduction in base salary that triggers the right to termination for Good Reason), less all required tax withholdings and other applicable deductions, which will be paid in accordance with the Company's regular payroll procedures.

(iii) Continued Employee Benefits. If Executive elects continuation coverage pursuant to the Consolidated Omnibus Budget Reconciliation Act of 1985, as amended ("***COBRA***") for Executive and Executive's eligible dependents, within the time period prescribed pursuant to COBRA, the Company will reimburse Executive for the COBRA premiums for such coverage (at the coverage levels in effect immediately prior to Executive's termination or resignation) until the earlier of (A) the end of the Standard Severance Period, or (B) the date upon which Executive and/or Executive's eligible dependents becomes covered under similar plans. COBRA reimbursements will be made by the Company to Executive consistent with the Company's normal expense reimbursement policy and will be taxable to the extent required to avoid adverse consequences to Executive or the Company under either Code Section 105(h) or the Patient Protection and Affordable Care Act of 2010.

(iv) Pro-Rated Bonus. Following the end of the year in which Executive's employment with the Company terminates, but no later than March 15 of such following year, the Committee, and if applicable, the Board, shall determine in good faith the Termination Year Bonus (as defined above). The Company will pay Executive a pro-rated portion of the Termination Year Bonus based on the percentage of the year that Executive was employed by the Company in the year of termination. This amount will be payable on or before the earlier of (i) March 15 of the year immediately following the year of Executive's termination and (ii) the date that the Company pays annual cash bonuses to other executives of the Company with respect to the year of Executive's termination.

(v) Payments or Benefits Required by Law. Executive will receive such other compensation or benefits from the Company as may be required by law.

(vi) Equity. Executive will be entitled to accelerated vesting as to all outstanding equity awards which would vest within twelve (12) months of the termination date under standard vesting.

(c) Termination without Cause or Resignation for Good Reason in Connection with a Change in Control. If during the twelve (12)-month period immediately following a Change in Control, (x) the Company terminates Executive's employment with the Company for a reason other than Cause, Executive becoming Disabled, or Executive's death, or (y) Executive resigns from such employment for Good Reason, then, subject to Section 3, Executive will receive the following severance benefits from the Company in lieu of the benefits described in Section 2(a) and Section 3(b) above:

(i) Accrued Compensation. The Company will pay Executive all accrued but unpaid vacation, expense reimbursements, wages, and other benefits due to Executive under any Company-provided plans, policies, and arrangements.

(ii) Severance Payment. Executive will receive continuing payments of severance for a period of twelve (12) months (such number of months, the "***Enhanced Severance Period***") from the date of such termination of employment at a rate equal to Executive's base salary as in effect immediately prior to the date of Executive's termination of employment (disregarding any reduction in base salary that triggers the right to termination for Good Reason), less all required tax withholdings and other applicable deductions, which will be paid in accordance with the Company's regular payroll procedures.

(iii) Continued Employee Benefits. If Executive elects continuation coverage pursuant to the Consolidated Omnibus Budget Reconciliation Act of 1985, as amended ("***COBRA***") for Executive and Executive's eligible dependents, within the time period prescribed pursuant to COBRA, the Company will reimburse Executive for the COBRA premiums for such coverage (at the coverage levels in effect immediately prior to Executive's termination or resignation) until the earlier of (A) the end of the Enhanced Severance Period, or (B) the date upon which Executive and/or Executive's eligible dependents becomes covered under similar plans. COBRA reimbursements will be made by the Company to Executive consistent with the Company's normal expense reimbursement policy and will be taxable to the extent required to avoid adverse consequences to Executive or the Company under either Code Section 105(h) or the Patient Protection and Affordable Care Act of 2010.

(iv) Equity. Executive will be entitled to accelerated vesting as to one hundred percent (100%) of the then-unvested portion of all of Executive's outstanding equity awards.

(v) Pro-Rated Bonus. Following the end of the year in which Executive's employment with the Company terminates, but no later than March 15 of such following year, the Committee, and if applicable, the Board, shall determine in good faith the Termination Year Bonus (as defined above). The Company will pay Executive a pro-rated portion of the Termination Year Bonus based on the percentage of the year that Executive was employed by the Company in the year of termination. This amount will be payable on or before the earlier of (i) March 15 of the year immediately following the year of Executive's termination and (ii) the date that the Company pays annual cash bonuses to other executives of the Company with respect to the year of Executive's termination.

(vi) Payments or Benefits Required by Law. Executive will receive such other compensation or benefits from the Company as may be required by law.

(d) Disability; Death. If Executive's employment with the Company is terminated due to Executive becoming Disabled or Executive's death, then (i) Executive or Executive's estate (as the case may be) will (A) receive the earned but unpaid base salary through the date of termination of employment and (B) receive all accrued vacation, expense reimbursements and any other benefits due to Executive through the date of termination of employment in accordance with Company-provided or paid plans, policies and arrangements, and (ii) all unvested equity awards held by Executive at the time of termination shall vest to the extent that they would have vested under standard vesting if Executive remained employed with the Company for twelve (12) months following the termination date. Following the end of the year in which Executive's employment with the Company terminates due to Executive becoming Disabled or Executives death, but no later than March 15 of such following year, the Committee, and if applicable, the Board, shall determine in good faith the Termination Year Bonus (as defined above). The Company will pay Executive or Executive's estate (as the case may be) a pro-rated portion of the Termination Year Bonus based on the percentage of the year that Executive was employed by the Company in the year of termination. This amount will be payable on or before the earlier of (i) March 15 of the year immediately following the year of Executive's termination and (ii) the date that the Company pays annual cash bonuses to other executives of the Company with respect to the year of Executive's termination. Other than as provided above in this Section 2(d), neither Executive nor Executive's estate will be entitled to any other compensation or benefits from the Company if Executive's employment with the Company is terminated due to Executive becoming Disabled or Executive's death, except to the extent otherwise required by law (for example, COBRA).

(e) Voluntary Resignation; Termination for Cause. If Executive voluntarily terminates Executive's employment with the Company (other than for Good Reason) or if the Company terminates Executive's employment with the Company for Cause, then Executive will (i) receive her or her earned but unpaid base salary through the date of termination of employment, (ii) receive all accrued vacation, expense reimbursements and any other benefits due to Executive through the date of termination of employment in accordance with established Company-provided or paid plans, policies and arrangements, and (iii) not be entitled to any other compensation or benefits (including, without limitation, accelerated vesting of any equity awards) from the Company except to the extent provided under agreement(s) relating to any equity awards or as may be required by law (for example, COBRA).

(f) Timing of Payments. Subject to Section 3, payment of the severance and benefits hereunder shall be made or commence to be made as soon as practicable following Executive's termination of employment.

(g) Exclusive Remedy. In the event of a termination of Executive's employment with the Company, the provisions of this Section 2 are intended to be and are exclusive and in lieu of any other rights or remedies to which Executive or the Company may otherwise be entitled, whether at law, tort or contract, in equity, or under this Agreement (other than the payment of accrued but unpaid wages, as required by law, and any unreimbursed reimbursable expenses). Executive will be entitled to no other severance, benefits, compensation or other payments or rights upon a termination of employment, including, without limitation, any severance payments and/or benefits provided in the Employment Agreement, other than those benefits expressly set forth in Section 2 of this Agreement or pursuant to written equity award agreements with the Company.

8. Conditions to Receipt of Severance.

(a) Release of Claims Agreement. In the event of a termination of Executive's employment with the Company pursuant to Section 2(a), Section 2(b), Section 2(c) and Section 2(d)(with respect to termination because Executive becomes Disabled), the receipt of any severance payments or benefits pursuant to this Agreement is subject to Executive signing and not revoking a separation agreement and release of claims in a form acceptable to the Company (the "***Release***"), which must become effective no later than the sixtieth (60^{th}) day following Executive's termination of employment (the "***Release Deadline***"), and if not, Executive will forfeit any right to severance payments or benefits under this Agreement. To become effective, the Release must be executed by Executive and any revocation periods (as required by statute, regulation, or otherwise) must have expired without Executive having revoked the Release. In addition, in no event will severance payments or benefits be paid or provided until the Release actually becomes effective. If the termination of employment occurs at a time during the calendar year where the Release Deadline could occur in the calendar year following the calendar year in which Executive's termination of employment occurs, then any severance payments or benefits under this Agreement that would be considered Deferred Payments (as defined in Section 3(d)(i)) will be paid on the first payroll date to occur during the calendar year following the calendar year in which such termination occurs, or such later time as required by (i) the payment schedule applicable to each payment or benefit as set forth in Section 2, (ii) the date the Release becomes effective, or (iii) Section 3(d)(ii)3(d)(ii); provided that the first payment shall include all amounts that would have been paid to Executive if payment had commenced on the date of Executive's termination of employment.

(b) Non-solicitation. Executive agrees, to the extent permitted by applicable law, that in the event the Executive receives severance pay or other benefits pursuant to Section 2 above, for the number of months of severance provided to Executive pursuant to Section 2, as applicable, immediately following the date of Executive's termination, Executive, as a condition to receipt of severance pay and benefits under Sections 2, will not directly or indirectly, solicit, induce, recruit, or encourage any employee of the Company to leave her or her employment either for Executive or for any other entity or person. In the event Executive violates the provisions of this Section 3(b), all severance pay and other benefits to which Executive may otherwise be entitled pursuant to Section 2 shall cease immediately.

The covenant contained in this Section 3(b) hereof shall be construed as a series of separate covenants, one for each country, province, state, city or other political subdivision in which the Company currently engages in its business or, during the term of this Agreement, becomes engaged in its business. Except for geographic coverage, each such separate covenant shall be deemed identical in terms to the covenant contained in this Section 3(b)3(b). If, in any judicial proceeding, a court refuses to enforce any of such separate covenants (or any part thereof), then such unenforceable covenant (or such part) shall be eliminated from this Agreement to the extent necessary to permit the remaining separate covenants (or portions thereof) to be enforced. In the event that the provisions of this Section 3(b) are deemed to exceed the time, geographic or scope limitations permitted by applicable law, then such provisions shall be reformed to the maximum time, geographic or scope limitations, as the case may be, permitted by applicable law.

(c) Confidential Information Agreement and Other Requirements. Executive's receipt of any payments or benefits under Section 2 (except for those required by law) will be subject to Executive continuing to comply with the terms of the Confidential Information Agreement (as defined in Section 8) executed by Executive in favor of the Company and the provisions of this Agreement.

(d) Section 409A.

(i) Notwithstanding anything to the contrary in this Agreement, no severance pay or benefits to be paid or provided to Executive, if any, pursuant to this Agreement that, when considered together with any other severance payments or separation benefits, are considered deferred compensation not exempt under Section 409A (together, the "***Deferred Payments***") will be paid or otherwise provided until Executive has a "separation from service" within the meaning of Section 409A. And for purposes of this Agreement, any reference to "termination of employment," "termination" or any similar term shall be construed to mean a "separation from service" within the meaning of Section 409A. Similarly, no severance payable to Executive, if any, pursuant to this Agreement that otherwise would be exempt from Section 409A pursuant to Treasury Regulation Section 1.409A-1(b)(9) will be payable until Executive has a "separation from service" within the meaning of Section 409A.

(ii) Notwithstanding anything to the contrary in this Agreement, if Executive is a "specified employee" within the meaning of Section 409A at the time of Executive's termination of employment (other than due to death), then the Deferred Payments, if any, that are payable within the first six (6) months following Executive's separation from service, will become payable on the first payroll date that occurs on or after the date six (6) months and one (1) day following the date of Executive's separation from service. All subsequent Deferred Payments, if any, will be payable in accordance with the payment schedule applicable to each payment or benefit. Notwithstanding anything herein to the contrary, if Executive dies following Executive's separation from service, but prior to the six (6) month anniversary of the separation from service, then any payments delayed in accordance with this paragraph will be payable in a lump sum as soon as administratively practicable after the date of Executive's death and all other Deferred Payments will be payable in accordance with the payment schedule applicable to each payment or benefit. Each payment, installment and benefit payable under this Agreement is intended to constitute a separate payment for purposes of Section 1.409A-2(b)(2) of the Treasury Regulations.

(iii) Without limitation, any amount paid under this Agreement that satisfies the requirements of the "short-term deferral" rule set forth in Section 1.409A-1(b)(4) of the Treasury Regulations is not intended to constitute Deferred Payments for purposes of clause (i) above.

(iv) Without limitation, any amount paid under this Agreement that qualifies as a payment made as a result of an involuntary separation from service pursuant to Section 1.409A-1(b)(9)(iii) of the Treasury Regulations that does not exceed the Section 409A Limit is not intended to constitute Deferred Payments for purposes of clause (i) above. Any payment intended to qualify under this exemption must be made within the allowable time period specified in Section 1.409A-1(b)(9)(iii) of the Treasury Regulations.

(v) To the extent that reimbursements or in-kind benefits under this Agreement constitute non-exempt "nonqualified deferred compensation" for purposes of Section 409A, (1) all reimbursements hereunder shall be made on or prior to the last day of the calendar year following the calendar year in which the expense was incurred by Executive, (2) any right to reimbursement or in-kind benefits shall not be subject to liquidation or exchange for another benefit, and (3) the amount of expenses eligible for reimbursement or in-kind benefits provided in any calendar year shall not in any way affect the expenses eligible for reimbursement or in-kind benefits to be provided, in any other calendar year.

(vi) Any tax gross-up that Executive is entitled to receive under this Agreement or otherwise shall be paid to Executive no later than December 31st of the calendar year following the calendar year in which Executive remits the related taxes.

(vii) Notwithstanding any other provision of this Agreement to the contrary, in no event shall any payment under this Agreement that constitutes "nonqualified deferred compensation" for purposes of Code Section 409A be subject to offset by any other amount unless otherwise permitted by Code Section 409A.

(viii) The foregoing provisions are intended to be exempt from or comply with the requirements of Section 409A so that none of the severance payments and benefits to be provided hereunder will be subject to the additional tax imposed under Section 409A, and any ambiguities or ambiguous terms herein will be interpreted to be exempt or so comply. The Company and Executive agree to work together in good faith to consider amendments to this Agreement and to take such reasonable actions which are necessary, appropriate or desirable to avoid imposition of any additional tax or income recognition prior to actual payment to Executive under Section 409A.

9. Limitation on Payments.

(a) Anything in this Agreement to the contrary notwithstanding, if any payment or benefit Executive would receive from the Company or otherwise ("***Payment***") would (i) constitute a "parachute payment" within the meaning of Section 280G of the Code; and (ii) but for this sentence, be subject to the excise tax imposed by Section 4999 of the Code (the "***Excise Tax***"), then such Payment shall be equal to the Reduced Amount. The "***Reduced Amount***" shall be either (x) the largest portion of the Payment that would result in no portion of the Payment being subject to the Excise Tax; or (y) the largest portion, up to and including the total, of the Payment, whichever amount, after taking into account all applicable federal, state and local employment taxes, income taxes, and the Excise Tax (all computed at the highest applicable marginal rate), results in Executive's receipt, on an after-tax basis, of the greater amount of the Payment. Any reduction made pursuant to this Section 4(a) shall be made in accordance with the following order of priority: (i) stock options whose exercise price exceeds the fair market value of the optioned stock ("***Underwater Options***"), (ii) Full Credit Payments (as defined below), that are payable in cash, (iii) non-cash Full Credit Payments that are taxable, (iv) non-cash Full Credit Payments that are not taxable, (v) Partial Credit Payments (as defined below) and (vi) non-cash employee welfare benefits. In each case, reductions shall be made in reverse chronological order such that the payment or benefit owed on the latest date following the occurrence of the event triggering the excise tax will be the first payment or benefit to be reduced (with reductions made pro-rata in the event payments or benefits are owed at the same time). "***Full Credit Payment***" means a payment, distribution or benefit, whether paid or payable or distributed or distributable pursuant to the terms of this Agreement or otherwise, that if reduced in value by one dollar reduces the amount of the parachute payment (as defined in Section 280G of the Code) by one dollar, determined as if such payment, distribution or benefit had been paid or distributed on the date of the event triggering the excise tax. "***Partial Credit Payment***" means any payment, distribution or benefit that is not a Full Credit Payment. In no event shall the Executive have any discretion with respect to the ordering of payment reductions.

(b) Unless the Company and Executive otherwise agree in writing, any determination required under this Section 4 will be made in writing by an independent firm (the "***Firm***"), whose determination will be conclusive and binding upon Executive and the Company for all purposes. For purposes of making the calculations required by this Section 4, the Firm may make reasonable assumptions and approximations concerning applicable taxes and may rely on reasonable, good faith interpretations concerning the application of Sections 280G and 4999 of the Code. The Company and Executive will furnish to the Firm such information and documents as the Firm may reasonably request in order to make a determination under this Section 4. The Company will bear all costs the Firm may reasonably incur in connection with any calculations contemplated by this Section 4.

10. Definition of Terms. The following terms referred to in this Agreement will have the following meanings:

(a) Cause. "***Cause***" means:

(i) Executive's conviction of, or pleading guilty or nolo contendere to, any felony or a lesser crime involving dishonesty or moral turpitude;

(ii) Executive’s willful failure to perform Executive’s duties and responsibilities to the Company or Executive’s material violation of any written Company policy;

(iii) Executive’s commission of any act of fraud, embezzlement, dishonesty against the Company or any other intentional misconduct that has caused or is reasonably expected to result in injury to the Company;

(iv) Executive’s unauthorized use or disclosure of any proprietary information or trade secrets of the Company or any other party to whom the Executive owes an obligation of nondisclosure as a result of his relationship with the Company;

(v) Executive’s failure to reasonably cooperate with the Company in any investigation or formal proceeding after receiving a written request to do so;

(vi) Executive’s material breach of any of his obligations under any written agreement with the Company; or

(vii) Executive’s continuing failure to communicate and fully disclose material information to the Company, the failure of which would adversely impact the Company or may result in a violation of state or federal law.

The Company will not terminate Executive for Cause without first providing Executive with written notice specifically identifying the acts or omissions constituting the grounds for Cause and a cure period of thirty (30) days following the date of such notice during which such condition must not have been cured; provided, however, that if the condition is not reasonably curable at any time within such thirty (30) day period, the Company may terminate Executive for Cause without providing Executive with any cure period.

(b) Change in Control. “***Change in Control***” means the occurrence of any of the following:

(i) The consummation of a merger or consolidation of the Company with or into another entity or any other corporate reorganization, if the Company’s stockholders immediately prior to such merger, consolidation or reorganization cease to directly or indirectly own immediately after such merger, consolidation or reorganization at least a majority of the combined voting power of the continuing or surviving entity’s securities outstanding immediately after such merger, consolidation or other reorganization;

(ii) The consummation of the sale, transfer or other disposition of all or substantially all of the Company’s assets (other than (x) to a corporation or other entity of which at least a majority of its combined voting power is owned directly or indirectly by the Company, (y) to a corporation or other entity owned directly or indirectly by the stockholders of the Company in substantially the same proportions as their ownership of the common stock of the Company or (z) to a continuing or surviving entity described in Section 5(b)(i) in connection with a merger, consolidation or corporate reorganization which does not result in a Change in Control under Section 5(b)(i));

(iii) A change in the effective control of the Company which occurs on the date that a majority of members of the Company's Board of the Directors (the "***Board***") is replaced during any twelve (12) month period by Directors whose appointment or election is not endorsed by a majority of the members of the Board prior to the date of the appointment or election. For purposes of this clause, if any Person (as defined below in Section 5(b)(iv)) is considered to be in effective control of the Company, the acquisition of additional control of the Company by the same Person will not be considered a Change in Control; or

(iv) The consummation of any transaction as a result of which any Person becomes the "beneficial owner" (as defined in Rule 13d-3 under the Securities Exchange Act of 1934, as amended (the "***Exchange Act***")), directly or indirectly, of securities of the Company representing at least fifty percent (50%) of the total voting power represented by the Company's then outstanding voting securities. For purposes of this clause (iv), the term "person" shall have the same meaning as when used in sections 13(d) and 14(d) of the Exchange Act but shall exclude:

(1) a trustee or other fiduciary holding securities under an employee benefit plan of the Company or an affiliate of the Company;

(2) a corporation or other entity owned directly or indirectly by the stockholders of the Company in substantially the same proportions as their ownership of the common stock of the Company;

(3) the Company; and

(4) a corporation or other entity of which at least a majority of its combined voting power is owned directly or indirectly by the Company.

A transaction shall not constitute a Change in Control if its sole purpose is to change the state of the Company's incorporation or to create a holding company that will be owned in substantially the same proportions by the persons who held the Company's securities immediately before such transactions. For the avoidance of doubt, an initial public offering of the common stock of the Company shall not constitute a Change in Control for purposes of this Agreement.

(c) <u>Code</u>. "***Code***" means the Internal Revenue Code of 1986, as amended.

(d) <u>Disability</u>. "***Disability***" means that because of a physical or medical impairment, Executive is unable, with or without a reasonable accommodation, to perform the essential functions pertaining to Executive's position with the Company for a period exceeding 4 months.

(e) <u>Good Reason</u>. "***Good Reason***" means Executive's termination of employment within ninety (90) days following the expiration of any cure period (discussed below) following the occurrence, without Executive's consent, of one or more of the following:

(i) A material reduction of Executive's duties, authority or responsibilities, relative to Executive's duties, authority or responsibilities in effect immediately prior to such reduction; provided, however, that a reduction in duties, authority or responsibilities solely by virtue of the Company being acquired and made part of a larger entity (as, for example, when the Chief Executive Officer of the Company remains as such following a Change of Control but is not made the Chief Executive Officer of the acquiring corporation) will not constitute Good Reason;

(ii) A reduction in Executive's base salary below $350,000 per year;

(iii) A material change in the geographic location of Executive's primary work facility or location; provided, that a relocation within the Dallas-Fort Worth metroplex will not be considered a material change in geographic location; or

(iv) A material breach by the Company of a material provision of this Agreement or a failure of a successor entity in the Change of Control to assume this Agreement;

Executive will not resign for Good Reason without first providing the Company with written notice within sixty (60) days of the event that Executive believes constitutes "Good Reason" specifically identifying the acts or omissions constituting the grounds for Good Reason and a reasonable cure period of not less than thirty (30) days following the date of such notice during which such condition must not have been cured.

(f) Section 409A. "***Section 409A***" means Code Section 409A, and the final regulations and any guidance promulgated thereunder or any state law equivalent.

(g) Section 409A Limit. "***Section 409A Limit***" will mean two (2) times the lesser of: (i) Executive's annualized compensation based upon the annual rate of pay paid to Executive during the Executive's taxable year preceding the Executive's taxable year of her or her separation from service as determined under Treasury Regulation Section 1.409A-1(b)(9)(iii)(A)(1) and any Internal Revenue Service guidance issued with respect thereto; or (ii) the maximum amount that may be taken into account under a qualified plan pursuant to Section 401(a)(17) of the Internal Revenue Code for the year in which Executive's separation from service occurred.

11. Successors.

(a) The Company's Successors. Any successor to the Company (whether direct or indirect and whether by purchase, merger, consolidation, liquidation or otherwise) to all or substantially all of the Company's business and/or assets will assume the obligations under this Agreement and agree expressly to perform the obligations under this Agreement in the same manner and to the same extent as the Company would be required to perform such obligations in the absence of a succession. For all purposes under this Agreement, the term "Company" will include any successor to the Company's business and/or assets which executes and delivers the assumption agreement described in this Section 6(a)or which becomes bound by the terms of this Agreement by operation of law.

(b) Executive's Successors. The terms of this Agreement and all rights of Executive hereunder will inure to the benefit of, and be enforceable by, Executive's personal or legal representatives, executors, administrators, successors, heirs, distributees, devisees and legatees.

12. Arbitration.

(a) Arbitration. In consideration of Executive's employment with the Company, its promise to arbitrate all employment-related disputes, and Executive's receipt of the compensation, pay raises and other benefits paid to Executive by the Company, at present and in the future, Executive agrees that any and all controversies, claims, or disputes with anyone (including the Company and any employee, officer, director, stockholder or benefit plan of the

Company in their capacity as such or otherwise) arising out of, relating to, or resulting from Executive's employment with the Company or termination thereof, including any breach of this Agreement, will be subject to binding arbitration under the Arbitration Rules set forth in California Code of Civil Procedure Section 1280 through 1294.2, including Section 1281.8 (the "***Act***"), and pursuant to California law. The Federal Arbitration Act shall also apply with full force and effect, notwithstanding the application of procedural rules set forth under the Act.

(b) Dispute Resolution. **Disputes that Executive agrees to arbitrate, and thereby agrees to waive any right to a trial by jury, include any statutory claims under local, state, or federal law**(except those which are expressly excluded by statute, state law, or applicable court decision from being resolved by mandatory arbitration), including, but not limited to, claims under Title VII of the Civil Rights Act of 1964, the Americans with Disabilities Act of 1990, the Age Discrimination in Employment Act of 1967, the Older Workers Benefit Protection Act, the Sarbanes Oxley Act, the Worker Adjustment and Retraining Notification Act, the California Fair Employment and Housing Act, the Family and Medical Leave Act, the California Family Rights Act, the California Labor Code, claims of harassment, discrimination, and wrongful termination, and any statutory or common law claims. Executive further understands that this Agreement to arbitrate also applies to any disputes that the Company may have with Executive.

(c) Procedure. Executive agrees that any arbitration will be administered by the Judicial Arbitration & Mediation Services, Inc. ("***JAMS***"), pursuant to its Employment Arbitration Rules & Procedures (the "***JAMS Rules***"). The arbitrator shall have the power to decide any motions brought by any party to the arbitration, including motions for summary judgment and/or adjudication, motions to dismiss and demurrers, and motions for class certification, prior to any arbitration hearing. The arbitrator shall have the power to award any remedies available under applicable law, and the arbitrator shall award attorneys' fees and costs to the prevailing party, except as prohibited by law. The Company will pay for any administrative or hearing fees charged by the administrator or JAMS, and all arbitrator's fees, except that Executive shall pay any filing fees associated with any arbitration that Executive initiates, but only so much of the filing fee as Executive would have instead paid had Executive filed a complaint in a court of law. Executive agrees that the arbitrator shall administer and conduct any arbitration in accordance with California law, including the California Code of Civil Procedure and the California Evidence Code, and that the arbitrator shall apply substantive and procedural California law to any dispute or claim, without reference to the rules of conflict of law. To the extent that the JAMS Rules conflict with California law, California law shall take precedence. The decision of the arbitrator shall be in writing. Any arbitration under this Agreement shall be conducted in Alameda County, California.

(d) Remedy. Except as provided by the Act, arbitration shall be the sole, exclusive, and final remedy for any dispute between Executive and the Company. **Accordingly, except as provided by the Act and this Agreement, neither Executive nor the Company will be permitted to pursue court action regarding claims that are subject to arbitration**. Notwithstanding, the arbitrator will not have the authority to disregard or refuse to enforce any lawful Company policy, and the arbitrator will not order or require the Company to adopt a policy not otherwise required by law that the Company has not adopted.

(e) Administrative Relief. Executive is not prohibited from pursuing an administrative claim with a local, state, or federal administrative body or government agency that is authorized to enforce or administer laws related to employment, including, but not limited to, the Department of Fair Employment and Housing, the Equal Employment Opportunity Commission, the National Labor Relations Board, or the Workers' Compensation Board. However, Executive may not pursue court action regarding any such claim, except as permitted by law.

(f) Voluntary Nature of Agreement. Executive acknowledges and agrees that Executive is executing this Agreement voluntarily and without any duress or undue influence by the Company or anyone else. Executive further acknowledges and agrees that Executive has carefully read this Agreement and that Executive has asked any questions needed for Executive to understand the terms, consequences and binding effect of this Agreement and fully understands it. Finally, Executive agrees that Executive has been provided an opportunity to seek the advice of an attorney of Executive's choice before signing this Agreement.

13. Confidential Information. Executive agrees to continue to comply with and be bound by the Confidentiality and Intellectual Property Rights Agreement (the "***Confidential Information Agreement***") entered into by and between Executive and the Company, dated February 1, 2022.

14. Notice.

(a) General. Notices and all other communications contemplated by this Agreement will be in writing and will be deemed to have been duly given when personally delivered or when mailed by U.S. registered or certified mail, return receipt requested and postage prepaid. In the case of Executive, mailed notices will be addressed to him or her at the home address which he or she most recently communicated to the Company in writing. In the case of the Company, mailed notices will be addressed to its corporate headquarters, and all notices will be directed to the attention of its General Counsel or Board President.

(b) Notice of Termination. Any termination by the Company for Cause or by Executive for Good Reason will be communicated by a notice of termination to the other party hereto given in accordance with Section 9(a) of this Agreement. Such notice will indicate the specific termination provision in this Agreement relied upon, will set forth in reasonable detail the facts and circumstances claimed to provide a basis for termination under the provision so indicated, and will specify the termination date (which will be not more than thirty (30) days after the giving of such notice). The failure by Executive to include in the notice any fact or circumstance which contributes to a showing of Good Reason will not waive any right of Executive hereunder or preclude Executive from asserting such fact or circumstance in enforcing her rights hereunder.

15. Miscellaneous Provisions.

(a) No Duty to Mitigate. Executive will not be required to mitigate the amount of any payment contemplated by this Agreement, nor will any such payment be reduced by any earnings that Executive may receive from any other source.

(b) Waiver. No provision of this Agreement will be modified, waived or discharged unless the modification, waiver or discharge is agreed to in writing and signed by Executive and by an authorized officer of the Company (other than Executive). No waiver by either party of any breach of, or of compliance with, any condition or provision of this Agreement by the other party will be considered a waiver of any other condition or provision or of the same condition or provision at another time.

(c) Headings. All captions and section headings used in this Agreement are for convenient reference only and do not form a part of this Agreement.

(d) Entire Agreement. This Agreement constitutes the entire agreement of the parties hereto and supersedes in their entirety all prior or contemporaneous representations, understandings, undertakings or agreements (whether oral or written and whether expressed or implied) of the parties with respect to the subject matter hereof. Executive acknowledges and agrees that this Agreement encompasses all the rights of Executive to any severance payments and/or benefits based on the termination of Executive's employment and Executive hereby agrees that he or she has no such rights except as stated herein. No waiver, alteration, or modification of any of the provisions of this Agreement will be binding unless in writing and signed by duly authorized representatives of the parties hereto and which specifically mention this Agreement.

(e) Choice of Law. The validity, interpretation, construction and performance of this Agreement will be governed by the laws of the State of California (with the exception of its conflict of laws provisions).

(f) Severability. The invalidity or unenforceability of any provision or provisions of this Agreement will not affect the validity or enforceability of any other provision hereof, which will remain in full force and effect.

(g) Withholding. All payments made pursuant to this Agreement will be subject to withholding of applicable income, employment and other taxes, as determined in the Company's reasonable judgment.

(h) Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

[Signature Page Follows]

IN WITNESS WHEREOF, each of the parties has executed this Agreement, in the case of the Company by its duly authorized officer, as of the day and year set forth below.

COMPANY **ARCADIA BIOSCIENCES, INC.**

By: /s/ Kevin Comcowich

Title: Chair of the Board

Date: February 2, 2022

EXECUTIVE **STANLEY E. JACOT**

By: /s/ Stanley E. Jacot Jr.

Date: February 2, 2022

ARCADIA BIOSCIENCES, INC.

INDUCEMENT STOCK OPTION AWARD AGREEMENT

NOTICE OF INDUCEMENT STOCK OPTION GRANT

Participant’s Name and Address:

Stanley E. Jacot, Jr.

3940 Stanford Avenue

Dallas, TX 75225

You (“**Participant**”) have been granted a U.S. Nonstatutory Stock Option (the “**Option**”) to purchase shares of Common Stock of Arcadia Biosciences, Inc. (the “**Company**”), outside of the Arcadia Biosciences, Inc. 2015 Omnibus Equity Incentive Plan, as amended from time to time (the “**Plan**”), pursuant to Rule 5635(c)(4) of the Nasdaq Listing Rules in connection with the Participant’s commencement of employment with the Company. Nevertheless, this Option is subject to the terms and conditions set forth in the Plan as well as this Inducement Stock Option Award Agreement, which includes and incorporates the Terms and Conditions of Inducement Stock Option Grant below (the “**Award Agreement**”). Unless otherwise defined herein, the terms defined in the Plan will have the same defined meanings in this Award Agreement.

Grant Date:	February 2, 2022
Vesting Commencement Date:	February 2, 2022
Exercise Price per Share:	$0.91
Total Number of Shares Subject to the Option:	316,108
Total Exercise Price:	$287,658

Vesting Schedule:

Except as set forth below, this Option may be exercised, in whole or in part, in accordance with the following schedule:

> The shares subject to the Option will vest and become exercisable in 48 installments as follows: 25% will vest and become exercisable on the one-year anniversary of the Vesting Commencement Date, and 1/48th will vest and become exercisable each month thereafter on the same day of the month as the Vesting Commencement Date, subject to the Participant continuing to be a Service Provider through each such date. Any Options not vested at the time Participant ceases to be a Service Provider shall be forfeited.

Termination Period/Expiration Date:

The Option will be exercisable for three (3) months after Participant ceases to be a Service Provider, unless such termination is due to Participant's death or Disability, in which case the Option will be exercisable for twelve (12) months after Participant ceases to be a Service Provider (collectively, the "**Termination Period**"). The term of this Agreement shall be ten (10) ten years from the date of the award, at which time the Agreement will expire (the "**Expiration Date**"). Any vested but unexercised options that remain outstanding as of the Expiration Date shall be forfeited. In no event may the Option be exercised after the Termination Period or Expiration Date as provided above and may be subject to earlier termination as provided in Section 13 of the Plan.

IN WITNESS WHEREOF, the Company and the Participant have executed this Award Agreement and agree that the Option is to be governed by the terms and conditions of this Award Agreement and the Plan.

Arcadia Biosciences, Inc.,
a Delaware corporation

/s/ Kevin Comcowich
By: Kevin Comcowich
Title: Chair of the Board of Directors
Date: February 2, 2022

PARTICIPANT ACKNOWLEDGES AND AGREES THAT THE VESTING OF SHARES PURSUANT TO THE VESTING SCHEDULE HEREOF IS EARNED ONLY BY CONTINUING AS A SERVICE PROVIDER AT THE WILL OF THE EMPLOYER AND NOT THROUGH THE ACT OF BEING HIRED, BEING GRANTED THE OPTION OR ACQUIRING SHARES HEREUNDER. PARTICIPANT FURTHER ACKNOWLEDGES AND AGREES THAT THIS AWARD AGREEMENT, THE TRANSACTIONS CONTEMPLATED HEREUNDER AND THE VESTING SCHEDULE SET FORTH HEREIN DO NOT CONSTITUTE AN EXPRESS OR IMPLIED PROMISE OF CONTINUED ENGAGEMENT AS A SERVICE PROVIDER FOR THE VESTING PERIOD, FOR ANY PERIOD, OR AT ALL, AND WILL NOT INTERFERE IN ANY WAY WITH PARTICIPANT'S RIGHT OR THE RIGHT OF THE EMPLOYER TO TERMINATE PARTICIPANT'S RELATIONSHIP AS A SERVICE PROVIDER AT ANY TIME, WITH OR WITHOUT CAUSE (SUBJECT TO APPLICABLE LOCAL LAWS).

By signing below, the Participant acknowledges receipt of a copy of the Plan and the Award Agreement, and represents that he or she is familiar with the terms and provisions thereof, and hereby accepts the Option subject to all of the terms and provisions hereof and thereof. The Participant has reviewed this the Plan and this Award Agreement in their entirety, has had an opportunity to obtain the advice of counsel prior to executing this Award Agreement, and fully understands all provisions of this Award Agreement and the Plan. The Participant hereby agrees that all questions of interpretation and administration relating to this Award Agreement and the Plan shall be resolved by the Administrator in accordance with Section 17 of the Terms and Conditions of Inducement Stock Option Grant below ("**Terms and Conditions**"). The Participant further agrees to the venue selection in accordance with Section 25 of the Terms and Conditions. The Participant further agrees to notify the Company upon any change in the residence address indicated in this Award Agreement.

PARTICIPANT:

Signature:	/s/ Stanley E. Jacot Jr.
Print Name:	Stanley E. Jacot, Jr.
Date:	February 2, 2022

TERMS AND CONDITIONS OF INDUCEMENT STOCK OPTION GRANT

1. Grant of Option. The Company hereby grants to the Participant (the "**Participant**") an option (the "**Option**") to purchase the Total Number of Shares of Common Stock subject to the Option (the "**Shares**") set forth in the Notice of Inducement Stock Option Grant section above (the "**Notice Section**"), at the Exercise Price per Share set forth in the Notice Section (the "**Exercise Price**"). This Option is being granted outside of Arcadia Biosciences, Inc. 2015 Omnibus Equity Incentive Plan, as amended from time to time (the "**Plan**"), pursuant to Rule 5635(c)(4) of the Nasdaq Listing Rules in connection with Participant's commencement of employment with the Company. Nevertheless, this Option is subject to the terms and conditions set forth in the Plan as well as this Award Agreement. Unless otherwise defined herein, the terms defined in the Plan shall have the same defined meanings in this Award Agreement.

2. Vesting Schedule. Except as provided in Section 3, the Option awarded by this Award Agreement will vest in accordance with the vesting provisions set forth in the Notice Section. Shares scheduled to vest on a certain date or upon the occurrence of a certain condition will not vest in Participant in accordance with any of the provisions of this Award Agreement, unless Participant will have been continuously a Service Provider from the Date of Grant until the date such vesting occurs. Service Provider status will end on the day that notice of termination is provided whether oral or written (whether by the Company or Parent or Subsidiary for any reason or by Participant upon resignation) and will not be extended by any notice period that may be required contractually or under applicable local law. Notwithstanding the foregoing, the Administrator (or any delegate) shall have the sole and absolute discretion to determine when Participant is no longer providing active service for purposes of Service Provider status.

3. Administrator Discretion. The Administrator, in its discretion, may accelerate the vesting of the balance, or some lesser portion of the balance, of the unvested Option at any time. If so accelerated, such Option will be considered as having vested as of the date specified by the Administrator.

4. Exercise of Option.

(a) Right to Exercise. This Option may be exercised only within the term set out in the Notice Section, and may be exercised during such term only in accordance with the Plan and the terms of this Award Agreement.

(b) Methods of Exercise. The Option shall be exercisable by delivery of an exercise notice (a form of which is attached as **Exhibit A**) or by such other procedure as specified from time to time by the Administrator which shall state the election to exercise the Option, the whole number of Shares in respect of which the Option is being exercised, and such other provisions as may be required by the Administrator. The exercise notice shall be delivered in person, by certified mail, or by such other method (including electronic transmission) as determined from time to time by the Administrator to the Company accompanied by payment of the Exercise Price. As a condition to the exercise of the Option, the Participant must also make arrangements with the Company for payment of any tax withholding obligations.

5. Method of Payment. Payment of the aggregate Exercise Price will be by any of the following, or a combination thereof, at the election of Participant, unless the Administrator in its sole discretion requires a specific method of payment:_

(a) cash (U.S. dollars); or

(b) check (denominated in U.S. dollars); or

(c) wire transfer (contact the Company for wire instructions).

Participant understands and agrees that any cross-border remittance made to exercise this option or transfer proceeds received upon the sale of Shares must be made through a locally authorized financial institution or registered foreign exchange agency and may require the Participant to provide such entity with certain information regarding the transaction.

6. Tax Obligations.

(a) Withholding Taxes. Regardless of any action the Company or Participant's employer (the "***Employer***") takes with respect to any or all applicable national, local, or other tax or social contribution, withholding, required deductions, or other payments, if any, that arise upon the grant, vesting, or exercise of this Option, the holding or subsequent sale of Shares, and the receipt of dividends, if any ("***Tax-Related Items***"), Participant acknowledges and agrees that the ultimate liability for all Tax-Related Items legally due by Participant is and remains Participant's responsibility and may exceed the amount actually withheld by the Company or the Employer. Participant further acknowledges that the Company or the Employer (a) makes no representations or undertakings regarding the treatment of any Tax-Related Items in connection with any aspect of the Option, including the grant, vesting, or exercise of the Option, the subsequent sale of Shares and the receipt of dividends, if any; and (b) does not commit to and is under no obligation to structure the terms of the Option or any aspect of the Option to reduce or eliminate Participant's liability for Tax-Related Items, or achieve any particular tax result. Further, if Participant has become subject to tax in more than one jurisdiction between the date of grant and the date of any relevant taxable event, Participant acknowledges that the Company or the Employer (or former employer, as applicable) may be required to withhold or account for Tax-Related Items in more than one jurisdiction.

(b) No payment will be made to Participant (or his or her estate or beneficiary) for an Option unless and until satisfactory arrangements (as determined by the Company) have been made by Participant with respect to the payment by the Company or the Employer of any Tax-Related Items with respect to the Option. In this regard, Participant authorizes the Company, the Employer, or their respective agents, at their discretion, to satisfy the obligations with regard to all Tax-Related Items by one or a combination of the following:

(i) withholding from Participant's wages or other cash compensation paid to Participant by the Company or the Employer; or

(ii) withholding from proceeds of the sale of Shares acquired upon exercise of the Option, either through a voluntary sale or through a mandatory sale arranged by the Company (on Participant's behalf pursuant to this authorization); or

(iii) withholding in Shares to be issued upon exercise of the Option; or

(iv) surrendering already-owned Shares having a Fair Market Value equal to the Tax-Related Items that have been held for such period of time to avoid adverse accounting consequences.

If the obligation for Tax-Related Items is satisfied by withholding Shares, the Participant is deemed to have been issued the full number of Shares purchased for tax purposes, notwithstanding that a number of the Shares is held back solely for the purpose of paying the Tax-Related Items due as a result of the Participant's exercise of the Option. Participant shall pay to the Company or the Employer any amount of Tax-Related Items that the Company may be required to withhold as a result of Participant's exercise of the Option that cannot be satisfied by one or more of the means previously described in this paragraph 6. Participant acknowledges and agrees that the Company may refuse to honor the exercise and refuse to issue or deliver the Shares or the proceeds of the sale of Shares if Participant fails to comply with his or her obligations in connection with the Tax-Related Items.

(b) Intentionally Omitted.

(c) Code Section 409A (Applicable Only to Participants Subject to U.S. Taxes). Under Code Section 409A, an option that vests after December 31, 2004 (or that vested on or prior to such date but which was materially modified after October 3, 2004) that was granted with a per Share exercise price that is determined by the Internal Revenue Service (the "***IRS***") to be less than the Fair Market Value of a Share on the date of grant (a "***Discount Option***") may be considered "deferred compensation." A Discount Option may result in (i) income recognition by Participant prior to the exercise of the option, (ii) an additional twenty percent (20%) federal income tax, and (iii) potential penalty and interest charges. The Discount Option may also result in additional state income, penalty and interest charges to the Participant. Participant acknowledges that the Company cannot and has not guaranteed that the IRS will agree that the per Share exercise price of this Option equals or exceeds the Fair Market Value of a Share on the Date of Grant in a later examination. Participant agrees that if the IRS determines that the Option was granted with a per Share exercise price that was less than the Fair Market Value of a Share on the date of grant, Participant will be solely responsible for Participant's costs related to such a determination.

7. Rights as Stockholder. Neither Participant nor any person claiming under or through Participant will have any of the rights or privileges of a stockholder of the Company in respect of any Shares until such Shares will have been issued (as evidenced by the appropriate entry on the books of the Company or of a duly authorized transfer agent of the Company). After such issuance, Participant will have all the rights of a stockholder of the Company with respect to voting such Shares and receipt of dividends and distributions on such Shares, but prior to such issuance, Participant will not have any rights to dividends and/or distributions on such Shares.

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

9. Nature of Grant. In accepting the Option, Participant acknowledges that:

(a) the Plan may be modified or amended by the Company at any time;

(b) the grant of the Option is voluntary and occasional and does not create any contractual or other right to receive future grants of Options, or benefits in lieu of Options even if Options have been granted repeatedly in the past;

(c) all decisions with respect to future awards of Options, if any, will be at the sole discretion of the Company;

(d) Participant's receipt of the Option is voluntary;

(e) the Option and the Shares subject to the Option are extraordinary items that do not constitute regular compensation for services rendered to the Company or the Employer, and that are outside the scope of Participant's employment contract, if any;

(f) the Option and the Shares subject to the Option are not intended to replace any pension rights or compensation;

(g) the Option and the Shares subject to the Option are not part of normal or expected compensation or salary for any purposes, including, but not limited to, calculating any severance, resignation, termination, redundancy, dismissal, or end of service payments, bonuses, long-service awards, pension or retirement or welfare benefits or similar payments and in no event should be considered as compensation for, or relating in any way to, past services for the Company or the Employer;

(h) the future value of the underlying Shares is unknown and cannot be predicted with certainty; further, if Participant exercises the Option and obtains Shares, the value of the Shares acquired upon exercise may increase or decrease in value, even below the Exercise Price;

(i) Participant also understands that neither the Company, nor any affiliate is responsible for any foreign exchange fluctuation between local currency and the United States Dollar or the selection by the Company or any affiliate in its sole discretion of an applicable foreign currency exchange rate that may affect the value of the Option (or the calculation of income or Tax-Related Items thereunder);

(j) in consideration of the grant of the Option, no claim or entitlement to compensation or damages shall arise from forfeiture of the Option resulting from termination of employment by the Employer (for any reason whatsoever and whether or not in breach of local labor laws), and Participant irrevocably releases the Employer from any such claim that may arise; if, notwithstanding the foregoing, any such claim is found by a court of competent jurisdiction to have arisen, Participant shall be deemed irrevocably to have waived his or her entitlement to pursue such claim; and

(k) the Option will not automatically transfer to another company in the case of a merger, take-over or transfer of liability.

10. No Advice Regarding Grant. The Company is not providing any tax, legal or financial advice, nor is the Company making any recommendations regarding Participant's receipt of the Option, or Participant's acquisition or sale of the underlying Shares. Participant is hereby advised to consult with his or her own personal tax, legal and financial advisors regarding Participant's receipt or exercise of the Option or resale of the underlying Shares.

11. ***Data Privacy. Participant hereby explicitly and unambiguously consents to the collection, use and transfer, in electronic or other form, of Participant's personal data as described in this Award Agreement by and among, as applicable, the Company and its affiliates for the exclusive purpose of implementing, administering and managing Participant's participation in the Option.***

Participant understands that the Company and its affiliates may hold certain personal information about Participant, including, but not limited to, Participant's name, home address and telephone number, date of birth, social insurance number or other identification number, salary, nationality, job title, any shares of stock or directorships held in the Company or any affiliate, details of the Option or any other entitlement to shares of stock awarded, canceled, exercised, vested, unvested or outstanding in Participant's favor, for the exclusive purpose of implementing, administering and managing the Option ("Personal Data"). Participant understands that Personal Data may be transferred to any third parties assisting in the implementation, administration and management of the Option, that these recipients may be located in the United States, Participant's country (if different than the United States), or elsewhere, and that the recipient's country may have different data privacy laws and protections than Participant's country.

12. Address for Notices. Any notice to be given to the Company under the terms of this Award Agreement will be addressed to the Company, in care of its Secretary at Arcadia Biosciences, Inc., 202 Cousteau Place, Suite 105, Davis, California 95618, or at such other address as the Company may hereafter designate in writing.

13. Non-Transferability of Option. This Option may not be transferred in any manner other than by will or by the laws of descent or distribution and may be exercised during the lifetime of Participant only by Participant.

14. Binding Agreement. Subject to the limitation on the transferability of this grant contained herein, this Award Agreement will be binding upon and inure to the benefit of the heirs, legatees, legal representatives, successors and assigns of the parties hereto.

15. Additional Conditions to Issuance of Stock. If at any time the Company will determine, in its discretion, that the listing, registration or qualification of the Shares upon any securities exchange or under any state, federal or foreign law, or the consent or approval of any governmental regulatory authority is necessary or desirable as a condition to the issuance of Shares to Participant (or his or her estate), such issuance will not occur unless and until such listing, registration, qualification, consent or approval will have been effected or obtained free of any conditions not acceptable to the Company. The Company will make all reasonable efforts to meet the requirements of any such state, federal or foreign law or securities exchange and to obtain any such consent or approval of any such governmental authority. Assuming such compliance, for income tax purposes the Exercised Shares will be considered transferred to Participant on the date the Option is exercised with respect to such Exercised Shares. The Company shall not be obligated to issue any Shares pursuant to this Option at any time if the issuance of Shares, or the exercise of an Option by Participant, violates or is not in compliance with any laws, rules or regulations of the United States or any state or country.

16. Plan Governs. This Award Agreement is subject to all terms and provisions of the Plan even though the Option is granted outside the Plan. In the event of a conflict between one or more provisions of this Award Agreement and one or more provisions of the Plan, the provisions of the Plan will govern. Capitalized terms used and not defined in this Award Agreement will have the meaning set forth in the Plan.

17. Administrator Authority. The Administrator will have the power to interpret the Plan and this Award Agreement and to adopt such rules for the administration, interpretation and application of the Plan as are consistent therewith and to interpret or revoke any such rules (including, but not limited to, the determination of whether or not any Shares subject to the Option have vested). All actions taken and all interpretations and determinations made by the Administrator in good faith will be final and binding upon Participant, the Company and all other interested persons. No member of the Administrator will be personally liable for any action, determination or interpretation made in good faith with respect to the Plan or this Award Agreement.

18. Electronic Delivery. The Company may, in its sole discretion, decide to deliver any documents related to the Option by electronic means. Participant hereby consents to receive such documents by electronic delivery and agrees to participate in the Option through any on-line or electronic system established and maintained by the Company or another third party designated by the Company.

19. Language. If Participant has received this Award Agreement, including appendices, or any other document related to the Award Agreement translated into a language other than English, and the meaning of the translated version is different than the English version, the English version will control.

20. Imposition of Other Requirements. The Company reserves the right to impose other requirements on the Option and on any Shares acquired upon exercise of the Option, to the extent the Company determines it is necessary or advisable in order to comply with local law or facilitate the administration of the Option, and to require Participant to sign any additional agreements or undertakings that may be necessary to accomplish the foregoing. Furthermore, Participant understands that the laws of the country in which he or she is resident at the time of grant, vesting, and/or exercise of this Option or the holding or disposition of Shares (including any rules or regulations governing securities, foreign exchange, tax, labor or other matters) may restrict or prevent exercise of this Option or may subject Participant to additional procedural or regulatory requirements he or she is solely responsible for and will have to independently fulfill in relation to this Option or the Shares. Notwithstanding any provision herein, this Option and any Shares shall be subject to any special terms and conditions or disclosures as set forth in any addendum for Participant's country (the "Country-Specific Addendum," which forms part this Award Agreement).

21. Captions. Captions provided herein are for convenience only and are not to serve as a basis for interpretation or construction of this Award Agreement.

22. Agreement Severable. In the event that any provision in this Award Agreement will be held invalid or unenforceable, such provision will be severable from, and such invalidity or unenforceability will not be construed to have any effect on, the remaining provisions of this Award Agreement.

23. Modifications to the Agreement. This Award Agreement constitutes the entire understanding of the parties on the subjects covered. Participant expressly warrants that he or she is not accepting this Award Agreement in reliance on any promises, representations, or inducements other than those contained herein. Modifications to this Award Agreement or the Plan can be made only in an express written contract executed by a duly authorized officer of the Company. Notwithstanding anything to the contrary in the Plan or this Award Agreement, the Company reserves the right to revise this Award Agreement as it deems necessary or advisable, in its sole discretion and without the consent of Participant, to comply with Code Section 409A or to otherwise avoid imposition of any additional tax or income recognition under Section 409A of the Code in connection to this Option.

24. Amendment, Suspension or Termination of the Plan. By accepting this Award, Participant expressly warrants that he or she has received, read and understood the Plan. Participant understands that the Plan may be amended by the Company at any time

25. Governing Law. This Award Agreement will be governed by the laws of the State of Delaware, without giving effect to the conflict of law principles thereof. For purposes of litigating any dispute that arises under this Award Agreement, the parties hereby submit to and consent to the jurisdiction of the State of California, and agree that such litigation will be conducted in the courts of the Yolo County, California, or the federal courts for the United States for the Eastern District of California, and no other courts.

By Participant's acceptance of this Award Agreement, Participant and the Company agree that this Option is granted under and governed by the terms and conditions of the Plan and this Award Agreement, including the Terms and Conditions of Stock Option Grant set out herein (including any country-specific addendum thereto). Participant has reviewed the Plan and this Award Agreement in their entirety, has had an opportunity to obtain the advice of counsel prior to accepting this Award Agreement and fully understands all provisions of the Plan and Award Agreement. Participant hereby agrees to accept as binding, conclusive and final all decisions or interpretations of the Administrator upon any questions relating to the Plan and Award Agreement. Participant further agrees to promptly notify the Company, or its designee upon any change in his or her residence address indicated in the Notice Section.

EXHIBIT A

INDUCEMENT STOCK OPTION EXERCISE NOTICE

Arcadia Biosciences, Inc.
202 Cousteau Place, Suite 105
Davis, California 95618

Attention: Secretary

1. Exercise of Option. Effective as of today, _____[DATE]_____________, the undersigned (the "**Grantee**") hereby elects to exercise the Grantee's option to purchase shares of the Common Stock (the "**Shares**") of Arcadia Biosciences, Inc. (the "**Company**") granted outside of but subject to the terms and conditions of the Company's 2015 Omnibus Equity Incentive Plan, as amended from time to time (the "**Plan**") and the Inducement Stock Option Award Agreement (the "**Option Agreement**")) dated February 2, 2022 and this Exercise Notice (the "**Exercise Notice**"). Unless otherwise defined herein, the terms defined in the Plan shall have the same defined meanings in this Exercise Notice.

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

3. Rights as Stockholder. Until the stock certificate evidencing such Shares is issued (as evidenced by the appropriate entry on the books of the Company or of a duly authorized transfer agent of the Company), no right to vote or receive dividends or any other rights as a stockholder shall exist with respect to the Shares, notwithstanding the exercise of the Option. The Company shall issue (or cause to be issued) such stock certificate promptly after the Option is exercised. No adjustment will be made for a dividend or other right for which the record date is prior to the date the stock certificate is issued, except as provided in Section 13 of the Plan.

4. Delivery of Payment. The Grantee herewith delivers to the Company the full Exercise Price for the Shares.

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

6. Taxes. The Grantee agrees to satisfy all applicable foreign, federal, state and local income and employment tax withholding obligations and herewith delivers to the Company the full amount of such obligations or has made arrangements acceptable to the Company to satisfy such obligations.

7. Successors and Assigns. The Company may assign any of its rights under this Exercise Notice to single or multiple assignees, and this Exercise Notice shall inure to the benefit of the successors and assigns of the Company. This Exercise Notice shall be binding upon the Grantee and his or her heirs, executors, administrators, successors and assigns.

8. Construction. The captions used in this Exercise Notice are inserted for convenience and shall not be deemed a part of this Exercise Notice for construction or interpretation. Except when otherwise indicated by the context, the singular shall include the plural and the plural shall include the singular. Use of the term "or" is not intended to be exclusive, unless the context clearly requires otherwise.

9. Administration and Interpretation. The Grantee hereby agrees that any question or dispute regarding the administration or interpretation of this Exercise Notice shall be submitted by the Grantee or by the Company to the Administrator. The resolution of such question or dispute by the Administrator shall be final and binding on all persons.

10. Governing Law; Severability. This Exercise Notice is to be construed in accordance with and governed by the internal laws of the State of Delaware without giving effect to any choice of law rule that would cause the application of the laws of any jurisdiction other than the internal laws of the State of Delaware to the rights and duties of the parties. Should any provision of this Exercise Notice be determined by a court of law to be illegal or unenforceable, such provision shall be enforced to the fullest extent allowed by law and the other provisions shall nevertheless remain effective and shall remain enforceable.

11. Notices. Any notice required or permitted hereunder shall be given in writing and shall be deemed effectively given upon personal delivery, upon deposit for delivery by an internationally recognized express mail courier service or upon deposit in the United States mail by certified mail (if the parties are within the United States), with postage and fees prepaid, addressed to the other party at its address as shown below beneath its signature, or to such other address as such party may designate in writing from time to time to the other party.

12. Further Instruments. The parties agree to execute such further instruments and to take such further action as may be reasonably necessary to carry out the purposes and intent of this agreement.

13. Entire Agreement. The Plan and the Option Agreement are incorporated herein by reference and together with this Exercise Notice constitute the entire agreement of the parties with respect to the subject matter hereof and supersede in their entirety all prior undertakings and agreements of the Company and the Grantee with respect to the subject matter hereof, and may not be modified adversely to the Grantee's interest except by means of a writing signed by the Company and the Grantee. Nothing in the Plan, the Option Agreement and this Exercise Notice (except as expressly provided therein) is intended to confer any rights or remedies on any persons other than the parties.

Submitted by:	Accepted by:
GRANTEE: (Print Name)	Arcadia Biosciences, Inc.
(Signature)	By:
	Name:
	Title:
Address:	Address:
	202 Cousteau Place, Suite 105 Davis, California 95618

Arcadia Biosciences (RKDA) Names Stan Jacot as CEO

Transformational change leader and CPG veteran brings 30 years of experience building high-functioning teams, driving organizational growth

DAVIS, Calif. (February 2, 2022) – Arcadia Biosciences, Inc.® (Nasdaq: RKDA), a producer and marketer of innovative, plant-based health and wellness products, has appointed veteran consumer goods leader Stan Jacot as chief executive officer, effective today.

Jacot holds an impressive track record of implementing transformational business strategies and profitably driving growth, most recently at Jane's Dough Foods where he achieved a double-digit compound annual growth rate during his six-year tenure. Previously, Jacot held senior marketing and operations roles at Mission Foods, Borden Dairy Company, ConAgra Foods and Kellogg Company across the U.S. and Canada.

"There's a clear opportunity to grow Arcadia's brands while improving the lives of consumers through our portfolio of better-for-you products," said Jacot. "Now is an exciting time to join the organization, as we prepare for the launch of GoodWheat™ pasta. The food we eat plays a significant role in our collective health, and I look forward to positively impacting the wellbeing of countless consumers through this revolutionary new line of pastas from the next generation of wheat – *our GoodWheat.*"

Jacot was selected as CEO by Arcadia's board of directors after a nationwide search. The role was previously held by Matt Plavan from 2019 until his departure this past December, at which time Chairman of the Board, Kevin Comcowich, was appointed to the position on an interim basis.

"Stan has built an impressive career developing organizations and strategies to drive aggressive growth for existing and emerging better-for-you consumer brands," said Comcowich. "As we continue to transform Arcadia, we are thrilled to have him on board to lead the organization through its next phase of growth."

In connection with the appointment, Arcadia granted Jacot an inducement stock option to purchase a total of 316,108 shares of its common stock. The stock option was granted outside of Arcadia's 2015 Omnibus Equity Incentive Plan (but under the same terms) and was material to Jacot's acceptance of employment with Arcadia. The inducement grant was made and approved in accordance with Nasdaq Listing Rule 5635(c)(4). The stock option was issued upon his commencement of employment (the grant date), and has an exercise price per share of $0.91, which was the closing price of Arcadia's common stock on the grant date. The stock option has a term of ten years and vests over four years, with 25 percent of the shares subject to the stock option vesting on the first anniversary of Jacot's employment, and an additional 1/48th of the shares vesting each month thereafter, subject to his continued service through the vesting dates.

About Arcadia Biosciences, Inc.
With origins as a trailblazing developer of science-based approaches to enhancing the quality and nutritional value of crops and food ingredients, Arcadia Biosciences (Nasdaq: RKDA) has transformed to become a producer of innovative, plant-based food, beverage and body care products, including GoodWheat™, Zola® coconut water, Soul Spring™, ProVault™ and Saavy Naturals®. The company's impressive health and wellness portfolio is designed to deliver a positive impact on consumers' daily lives across an array of product categories. For more information, visit www.arcadiabio.com.

Note Regarding Forward-Looking Statements
This press release contains forward-looking statements within the meaning of the Private Securities Litigation Reform Act of 1995, including statements regarding the launch of GoodWheat pasta and the growth of the Company's brands. Forward-looking statements are subject to risks and uncertainties that could cause actual results to differ materially, and reported results should not be considered as an indication of future performance. These risks and uncertainties include, but are not limited to, the risks set forth in Arcadia's Annual Report on Form 10-K for the year ended December 31, 2020 and other filings. These forward-looking statements speak only as of the date hereof, and Arcadia Biosciences, Inc. disclaims any obligation to update these forward-looking statements.

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