

UNITED STATES SECURITIES AND EXCHANGE COMMISSION

Washington, D.C. 20549

FORM S-1 REGISTRATION STATEMENT UNDER THE SECURITIES ACT OF 1933

FOXO Technologies Inc.

(Exact name of registrant as specified in its charter)

Delaware

(State or other jurisdiction of
incorporation or organization)

8731

(Primary Standard Industrial
Classification Code Number)

85-1050265

(I.R.S. Employer
Identification Number)

**477 South Rosemary Avenue
Suite 224**

West Palm Beach, FL 33401

(Address, including zip code, and telephone number, including area code, of registrant's principal executive offices)

Registered Agent Solutions, Inc.

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Suite 21-2

Dover, DE 19904

(888) 716-7274

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Approximate date of commencement of proposed sale to the public: As soon as practicable after this registration statement becomes effective.

If any of the securities being registered on this Form are to be offered on a delayed or continuous basis pursuant to Rule 415 under the Securities Act of 1933, check the following box. ☒

If this Form is filed to register additional securities for an offering pursuant to Rule 462(b) under the Securities Act, please check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering. ☐

If this Form is a post-effective amendment filed pursuant to Rule 462(c) under the Securities Act, check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering. ☐

If this Form is a post-effective amendment filed pursuant to Rule 462(d) under the Securities Act, check the following box and list the Securities Act registration statement number of the earlier effective registration statement for the same offering. ☐

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

Large accelerated filer

☐

Non-accelerated filer

☒

Accelerated filer

☐

Smaller reporting company

☒

Emerging growth company

☒

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 7(a)(2)(B) of the Securities Act. ☐

The registrant hereby amends this registration statement on such date or dates as may be necessary to delay its effective date until the registrant shall file a further amendment which specifically states that this registration statement shall thereafter become effective in accordance with Section 8(a) of the Securities Act of 1933 or until the registration statement shall become effective on such date as the Commission, acting pursuant to said Section 8(a), may determine.

The information in this preliminary prospectus is not complete and may be changed. These securities may not be sold until the registration statement filed with the Securities and Exchange Commission is effective. This preliminary prospectus is not an offer to sell these securities and is not soliciting an offer to buy these securities in any jurisdiction where the offer or sale is not permitted.

PRELIMINARY PROSPECTUS

Subject to Completion, dated May 2, 2025



FOXO Technologies Inc.

Up to 4,000,000 Shares of Class A Common Stock Issuable Upon Conversions of Series A Cumulative Convertible Redeemable Preferred Stock

This prospectus relates to the offer and resale of up to an aggregate of 4,000,000 shares (the “**Conversion Shares**”), of Class A Common Stock, par value \$0.0001 per share (“**Common Stock**”) of FOXO Technologies Inc., a Delaware corporation (the “**FOXO**,” “**Company**,” “**we**,” “**us**” or “**our**”) issuable upon the conversions of an aggregate of 10,632 shares of the Company’s Series A Cumulative Convertible Redeemable Preferred Stock (the “**Series A Preferred Stock**”). 1,232 of the shares of Series A Preferred Stock were issued to Sabby Volatility Warrant Master Fund, Ltd. (“**Sabby Volatility**”) pursuant to a conversion notice submitted to the Company by Sabby Volatility of the right to exchange a Senior Promissory Note in the principal amount of \$1,120,000 issued to Sabby Volatility on December 6, 2024 for shares of Series A Preferred Stock. 3,949.59 of the shares of Series A Preferred Stock were acquired by Sabby Volatility from Rennova Health, Inc., a Delaware corporation (“**RHI**”) in a share exchange. 650 of the shares of Series A Preferred Stock were issued to Sabby Volatility pursuant to Securities Purchase Agreements between the Company and Sabby Volatility each dated April 4, 2025 and April 15, 2025, respectively (the “**Purchase Agreements**”). 4,800.41 of the shares of Series A Preferred Stock were acquired by Sabby Healthcare Master Fund, Ltd. (“**Sabby Healthcare**”) from RHI in a share exchange. Certain holders of the shares of Series A Preferred Stock, including Sabby Volatility, are each referred to herein as a “Selling Stockholder” and collectively as the “Selling Stockholders.” We are registering the resale of the Conversion Shares as set forth in this prospectus to satisfy our obligations under the Purchase Agreements and the accompanying registration rights agreement dated as of April 4, 2025 (the “**Registration Rights Agreement**”) between the Company and Sabby Volatility. For additional information regarding the issuance of the shares of Series A Preferred Stock to the Selling Stockholders, see “*Senior Notes Transaction*,” “*Series A Preferred Private Offering Transaction*,” and “*The Rennova Health Exchange Transaction*” beginning on page 7.

This prospectus also covers any additional shares of Common Stock that may become issuable upon any adjustment pursuant to the terms of the Series A Preferred Stock issued to the Selling Stockholders by reason of stock splits, stock dividends, and other events described therein.

The Conversion Shares will be resold from time to time by the Selling Stockholders listed in the section titled “*Selling Stockholders*” beginning on page 8.

The Selling Stockholders, or their respective transferees, pledgees, donees or other successors-in-interest, may sell the Conversion Shares through public or private transactions at prevailing market prices, at prices related to prevailing market prices or at privately negotiated prices. The Selling Stockholders may sell any, all or none of the securities offered by this prospectus, and we do not know when or in what amount the Selling Stockholders may sell their Conversion Shares hereunder following the effective date of this registration statement. We provide more information about how a Selling Stockholder may sell its Conversion Shares in the section titled “*Plan of Distribution*” on page 15.

We will not receive any proceeds from the sale of shares of Common Stock by the Selling Stockholders pursuant to this prospectus. We will bear all costs, expenses and fees in connection with the registration of these securities, including with regard to compliance with state securities or “blue sky” laws. The timing and amount of any sale are within the sole discretion of each Selling Stockholder. The Selling Stockholders will bear all commissions and discounts, if any, attributable to their sale of shares of Common Stock.

Sales of a substantial number of our shares of Common Stock in the public market by the Selling Stockholders and/or by our other existing security holders, or the perception that those sales might occur, could depress the market price of the Common Stock and Public Warrants (as defined below) and could impair our ability to raise capital through the sale of additional equity securities. We are unable to predict the effect that such sales may have on the prevailing market price of the Common Stock and Public Warrants. See “*Risk Factors – Risks Related to this Offering by the Selling Stockholders – Sales of a substantial number of our securities in the public market by the Selling Stockholders and/or by our other existing stockholders could cause the price of the Class A Common Stock and Public Warrants to fall.*”

Our registration of the securities covered by this prospectus does not mean that any Selling Stockholder will issue, offer or sell, as applicable, any of the securities. The Selling Stockholders may offer and sell the securities covered by this prospectus in a number of different ways, at varying prices and for varying gains. We provide more information about how the Selling Stockholders may sell the securities in the section entitled “*Plan of Distribution.*”

We do not have sufficient capital to fund our operations. Additionally, our independent registered public accounting firm has included an explanatory paragraph relating to our ability to continue as a going concern in its report on our audited financial statements. We have taken various actions to bolster our cash position, including raising funds through various private debt and equity offerings, conserving cash by issuing the certain payment shares and rights to certain stockholders in satisfaction of outstanding amounts payable by us to them, and reducing our employee headcount. Based on our current operating plan, our cash position as of December 31, 2024, and after taking into account the actions described above, we expect to be able to fund our operations through December 2025. We will need additional financing or other increase in our cash and cash equivalents balance to enable us to fund our operations beyond December 31, 2025.

We have recently acquired Myrtle Recovery Centers, Inc., a Tennessee corporation (“**Myrtle**”), the operator of a 30-bed behavioral health facility in East Tennessee, as a synergistic opportunity to expand our operations into the healthcare sector and as a complement to our epigenetics division as well as Rennova Community Health, Inc., a Florida corporation (“**RCHI**”), the owner of Scott County Community Hospital, Inc. (d/b/a Big South Fork Medical Center) (“**SCCH**”), a critical access hospital in Tennessee.

Our Common Stock is listed on the NYSE American LLC (“**NYSE American**”) under the symbol “FOXO.” Our Public Warrants are quoted on the OTC Pink Marketplace under the symbol “FOXOW.” On April 30, 2025, the last reported sales price of the Common Stock was \$0.8180 per share and the last reported sales price of the Public Warrants was \$0.0110 per Public Warrant.

We are an “emerging growth company” as the term is used in the Jumpstart Our Business Startups Act of 2012 (the “**JOBS Act**”) and will be subject to reduced public company reporting standards. As such, we have elected to comply with certain reduced public company reporting requirements for this and future filings.

Through the voting rights of our Series A Preferred Stock and a Voting and Proxy Agreement, RHI (which is controlled by our Chief Executive Officer, Seamus Lagan) currently controls a majority of the voting power of our Company. For so long as the majority of Series A Preferred Stock remains outstanding, it is expected that RHI will hold a majority of our outstanding voting power and it will control the outcome of matters submitted to a stockholder vote, including the appointment of all directors of the Company. For more information, see the risk factors titled “*Our stockholders have limited voting power compared to the holders of our Series A Preferred Stock and RHI controls a majority of the voting power of the Company.*,” “*Our management controls all corporate activities and can approve all transactions, including mergers, without the approval of other stockholders.*,” and “*The ability of our management to control our business may limit or eliminate minority shareholders’ ability to influence corporate affairs.*” in the “*Risk Factors - Risks Related to Our Business and Industry*” section included in our Annual Report on 10-K for the year ended December 31, 2024.

You should read this prospectus and any prospectus supplement, together with additional information described under the heading “*Where You Can Find More Information,*” carefully before you invest in any of our securities.

Investing in our Common Stock involves a high degree of risk. See “*Risk Factors*” beginning on page 6 of this prospectus and under similar headings in the other documents that are incorporated by reference into this prospectus before making a decision to purchase our securities.

Neither the Securities and Exchange Commission nor any state securities commission has approved or disapproved of these securities, or passed upon the accuracy or adequacy of this prospectus. Any representation to the contrary is a criminal offense.

The date of this prospectus is , 2025

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You should rely only on the information provided in this prospectus, as well as the information incorporated by reference into this prospectus and any applicable prospectus supplement. Neither we nor the Selling Stockholder have authorized anyone to provide you with different information. Neither we nor the Selling Stockholder are making an offer of these securities in any jurisdiction where the offer is not permitted. You should not assume that the information in this prospectus or any applicable prospectus supplement is accurate as of any date other than the date of the applicable document. Since the date of this prospectus and the documents incorporated by reference into this prospectus, our business, financial condition, results of operations and prospects may have changed.

ABOUT THIS PROSPECTUS

We may provide a prospectus supplement or post-effective amendment to the registration statement of which this prospectus forms a part to add information to, or update or change information contained in, this prospectus. Any statement contained in this prospectus or incorporated by reference herein will be deemed to be modified or superseded for purposes of this prospectus to the extent that a statement contained in such prospectus supplement or post-effective amendment modifies or supersedes such statement. Any statement so modified will be deemed to constitute a part of this prospectus only as so modified, and any statement so superseded will be deemed not to constitute a part of this prospectus. You should read both this prospectus, including any documents incorporated by reference, and any applicable prospectus supplement or post-effective amendment to the registration statement of which this prospectus forms a part together with the additional information to which we refer you in the section of this prospectus titled “*Where You Can Find More Information*.”

This prospectus contains summaries of certain provisions contained in some of the documents described herein, but reference is made to the actual documents for complete information. All of the summaries are qualified in their entirety by the actual documents. Copies of some of the documents referred to herein have been filed, will be filed, or will be incorporated by reference as exhibits to the registration statement of which this prospectus forms a part, and you may obtain copies of those documents as described below under “*Where You Can Find More Information*.”

CAUTIONARY NOTE REGARDING FORWARD-LOOKING STATEMENTS

This prospectus, including the documents incorporated by reference herein and therein, contains forward-looking statements. In addition, from time to time, we or our representatives may make forward-looking statements orally or in writing. We base these forward-looking statements on our expectations and projections about future events, which we derive from the information currently available to us. Such forward-looking statements relate to future events or our future performance, including: our financial performance and projections; our growth in revenue and earnings; and our business prospects and opportunities. You can identify forward-looking statements by those that are not historical in nature, particularly those that use terminology such as “may,” “should,” “expects,” “anticipates,” “contemplates,” “estimates,” “believes,” “plans,” “projected,” “predicts,” “potential,” or “hopes” or the negative of these or similar terms. In evaluating these forward-looking statements, you should consider various factors, including: our ability to change the direction of the Company; our ability to keep pace with new technology and changing market needs; and the competitive environment of our business. These and other factors may cause our actual results to differ materially from any forward-looking statement. Forward-looking statements are only predictions. The forward-looking events discussed in this prospectus and the documents incorporated by reference herein and other statements made from time to time by us or our representatives, may not occur, and actual events and results may differ materially and are subject to risks, uncertainties and assumptions about us. We are not obligated to publicly update or revise any forward-looking statement, whether as a result of uncertainties and assumptions. The forward-looking events discussed in this prospectus and other statements made from time to time by us or our representatives might not occur.

While we believe we have identified material risks, these risks and uncertainties are not exhaustive. Other sections of this prospectus describe additional factors that could adversely impact our business and financial performance. Moreover, we operate in a very competitive and rapidly changing environment. New risks and uncertainties emerge from time to time, and it is not possible to predict all risks and uncertainties, nor can we assess the impact of all factors on our business or the extent to which any factor, or combination of factors, may cause actual results to differ materially from those contained in any forward-looking statements.

Although we believe the expectations reflected in the forward-looking statements are reasonable, we cannot guarantee future results, level of activity, performance or achievements. Moreover, neither we nor any other person assumes responsibility for the accuracy or completeness of any of these forward-looking statements. You should not rely upon forward-looking statements as predictions of future events. We are under no duty to update any of these forward-looking statements after the date of this prospectus to conform our prior statements to actual results or revised expectations, and we do not intend to do so.

We caution you not to place undue reliance on the forward-looking statements, which speak only as of the date of this prospectus.

We have not authorized anyone to provide information different from that contained in this prospectus. Neither the delivery of this prospectus nor the sale of our Common Stock means that information contained in this prospectus is correct after the date of this prospectus. This prospectus is not an offer to sell or solicitation of an offer to buy these securities in any circumstances under which the offer or solicitation is unlawful.

PROSPECTUS SUMMARY

This summary highlights certain information about us, this offering and selected information contained elsewhere in this prospectus and in the documents incorporated by reference. This summary is not complete and does not contain all the information that you should consider before deciding whether to invest in our securities. For a more complete understanding of our Company and this offering, we encourage you to read and consider carefully the more detailed information contained in this prospectus, including the information contained under the heading “Risk Factors” beginning on page 6 of this prospectus and in the section titled “Risk Factors” in our Annual Report on Form 10-K for the fiscal year ended December 31, 2024.

Overview

We are a healthcare services and technology company operating in two reportable business segments: (i) Healthcare; and (ii) Labs and Life. These segments further operate in three synergistic divisions, a rural hospital division, a mental and behavioral health division, which together make up our Healthcare segment and an epigenetics diagnostics and interpretation division, which makes up our Labs and Life segment. Our rural hospital division and our epigenetics diagnostics and interpretation division operate through wholly owned subsidiaries, and our behavioral health division operates through a majority-owned subsidiary. The Company and its subsidiaries operate the businesses described in and incorporated by reference into this prospectus.

Previously, Labs and Life were treated as separate segments; however, with the acquisition of Myrtle in June 2024, which is more fully discussed below, the Company’s operational focus shifted such that it was appropriate to combine our Labs and Life segments during the second quarter of 2024 and to operate Myrtle in the newly formed Healthcare segment. Our Healthcare segment also includes RCHI, and its wholly owned subsidiary, SCCH which were acquired on September 10, 2024, as more fully discussed below.

Our Business Operations

FOXO Technologies Inc., (the “FOXO,” “Company,” “we,” “us” or “our”) formerly known as Delwinds Insurance Acquisition Corp., a Delaware corporation, was originally formed in April 2020 as a publicly traded special purpose company for the purpose of effecting a merger, capital stock exchange, asset acquisition, reorganization, or similar business combination involving one or more businesses. FOXO is commercializing epigenetic biomarker technology to support groundbreaking scientific research and disruptive next-generation business initiatives. The Company applies automated machine learning and AI technologies to discover epigenetic biomarkers of human health, wellness and aging and, with the acquisitions of Myrtle Recovery Centers, Inc. (“Myrtle”), effective on June 14, 2024, and Rennova Community Health, Inc. (“RCHI”), and its wholly owned subsidiary, Scott County Community Health, Inc. (“SCCH”), on September 10, 2024, the Company offers behavioral health services, including substance use disorder treatment, and it operates a critical access designated hospital in Oneida, Tennessee. The Company and its subsidiaries operate the businesses described in and incorporated by reference into this prospectus.

Segments

The Company manages and classifies its business into two reportable business segments: (i) Healthcare; and (ii) Labs and Life. Previously, Labs and Life were treated as separate segments; however, with the acquisition of Myrtle in June 2024, the Company’s operational focus shifted such that it was appropriate to combine its Labs and Life segments during the second quarter of 2024 and to operate Myrtle, RCHI and SCCH under the Company’s recently formed Healthcare segment. SCCH is doing business as Big South Fork Medical Center (“BSF”).

(i) Healthcare

Our healthcare segment began with the acquisition of Myrtle on June 14, 2024 and includes RCHI, which was acquired on September 10, 2024. Each of these businesses are more fully described herein. Myrtle offers behavioral health services, primarily substance use disorder treatments and services that are provided on either an inpatient, residential basis or an outpatient basis. RCHI's hospital, BSF, has 25 inpatient beds, and a 24/7 emergency department and provides ancillary services, including laboratory, radiology, respiratory and pharmacy services. BSF is designated as a Critical Access Hospital (rural) hospital.

(ii) Labs and Life

Our Labs and Life segment is commercializing proprietary epigenetic biomarker. Our innovative biomarker technology enables the adoption of new saliva-based health and wellness biomarker solutions. Our research demonstrates that epigenetic biomarkers, collected from saliva, provide measures of individual health and wellness for the factors traditionally obtained through blood and urine specimens. On February 3, 2023, we sold FOXO Life Insurance Company, as is more fully described herein.

Current Business Strategy

Rennova Community Health, Inc.

BSF is an East Tennessee based Critical Access designated (CAH) 25-bed hospital licensed by the state of Tennessee, offering quality healthcare services for Oneida, Tennessee and the surrounding areas.

The hospital first opened in late 1955 and was known as Scott County Community Hospital. The hospital has been operated by RCHI since August 2017.

We plan to grow this division by acquisition and investment in new operations in targeted areas.

Myrtle Recovery Centers, Inc.

Myrtle was formed in the second quarter of 2022 to pursue opportunities in the behavioral health sector, including substance use disorder treatment, initially in rural markets. Services are provided on either an inpatient, residential basis or an outpatient basis.

Myrtle was granted a license by the Department of Mental Health and Substance Abuse Services of Tennessee to operate an alcohol and drug treatment facility in Oneida, Tennessee. The facility, which is located at BSF's campus, commenced operations and began accepting patients on August 14, 2023. The facility offers alcohol and drug residential detoxification and residential rehabilitation treatment services for up to 30 patients. On November 1, 2023, Myrtle began accepting patients at its Nonresidential OBOT. The OBOT is located adjacent to Myrtle's alcohol and drug treatment facility in Oneida, Tennessee and complements the existing residential rehabilitation and detoxification services offered at Myrtle.

We plan to expand the Myrtle business model by acquiring additional operating facilities and by replicating the model in other rural hospital properties or suitable premises.

FOXO Labs

Our epigenetics subsidiary has been serving as a pioneer in the development and integration of epigenetic biomarkers into state-of-the-art underwriting protocols and consumer engagement tools. We are using next-generation technology to transform human health and longevity.

Epigenetic technology has been proven to provide health, lifestyle, and longevity insights that have never before been accessible to humans—from just a single saliva sample. Using saliva-based epigenetic biomarkers, we are eliminating the need for invasive collection, allowing us to provide scientists with advanced epigenetic testing services and bioinformatic tools that support groundbreaking research.

We believe there is growing demand for direct-to-consumer wellness testing and epigenetic data analysis tools and are concentrating efforts on: (1) our Bioinformatics Services offering, a suite of bioinformatic tools to help researchers process, analyze, and interpret epigenetic data); and (2) research and development in the fields of health and wellness testing powered by machine learning and artificial intelligence (including a potential AI platform for the delivery of health and well-being data-driven insights to individuals, healthcare professionals and third-party service providers). To further these goals, we intend to leverage the extensive epigenetic data we have generated in our clinical trials and the expertise of our team and continue building strategic alliances with new partners in academia, business, healthcare and government. We also intend to frequently evaluate and develop commercialization opportunities for our product and service offerings and our research findings.

We have reduced our headcount and expenses and identified non-core business assets including dormant software (certain applications, modules, APIs, user interfaces and backend services) which, if sold, could result in a reduction in our outstanding liabilities.

The USPTO has issued Notices of Allowance to us for two patents for the use of machine learning techniques to enable the commercialization of epigenetic biomarkers. We believe that these patents will enhance management's ability to protect a future health and well-being AI platform, as discussed above, to the extent that we develop one.

Corporate Information

On June 14, 2024, we acquired Myrtle, and, on September 17, 2024, we acquired RCHI, and its wholly owned subsidiary, SCCH.

We maintain three material, wholly owned operating subsidiaries: FOXO Labs Inc. ("**FOXO Labs**"), formerly named Life Epigenetics Inc., Myrtle, and RCHI.

FOXO Labs is the operating entity for our epigenetics platform designed to provide saliva-based molecular health and wellness engagement services. FOXO Labs maintains a wholly-owned subsidiary, Scientific Testing Partners, LLC, to conduct its research.

Myrtle operates a 30-bed addiction substance use disorder treatment facility in Oneida, Tennessee. The facility offers medication-assisted treatment, detox services, and inpatient residential treatment. It plans to duplicate its model in other locations. FOXO acquired Myrtle as a synergistic opportunity to expand its operations into the healthcare sector and as a complement to its business of epigenetic biomarkers of human health, wellness and aging.

SCCH (operating as Big South Fork Medical Center), in Oneida, Tennessee, consists of a 52,000-square foot hospital building and 6,300-square foot professional building on approximately 4.3 acres. BSF has 25 inpatient beds and a 24/7 emergency department that provides ancillary services, including laboratory, radiology, respiratory and pharmacy services. The hospital became operational on August 8, 2017 and it became designated as a critical access hospital (rural) in December 2021, retroactive to June 30, 2021.

RCHI is the owner of Scott County Community Hospital, Inc. (d/b/a Big South Fork Medical Center), a critical access hospital in Tennessee.

Reverse Stock Split

On April 17, 2025, the Company's board of directors (pursuant to a previously-obtained shareholder approval) approved an amendment to its Second Amended and Restated Certificate of Incorporation, as amended (the "**Charter Amendment**"), to implement a 1-for-10 reverse stock split, such that every 10 shares of Common Stock will be combined into one issued and outstanding share of Common Stock, with no change in the \$0.0001 par value per share.

The reverse stock split was effective at 4:01 p.m., Eastern Time, on April 28, 2025. All share amounts herein have been adjusted to reflect the reverse stock split.

CONSOLIDATED STATEMENTS OF OPERATIONS DATA

The following Consolidated Statements of Operations Data is presented to reflect the effects of the reverse stock split on the Company's net loss per share of Class A Common Stock and the weighted average number of shares of Class A Common Stock outstanding as if the reverse stock split had occurred at the beginning of each period presented:

	Year Ended December 31,	
	2024	2023
Net revenues	\$ 4,051,601	\$ 145,291
Net loss attributable to FOXO	(12,406,389)	(26,450,536)
Deemed dividends related to preferred stock, the extension of and triggers of down round provisions of Assumed Warrants and the Exchange Offer	(1,073,993)	(3,378,834)
Net loss to common stockholders	(13,480,382)	(29,829,370)
Preferred stock dividends – undeclared	(81,326)	-
Net loss to common stockholders, net of preferred stock dividends – undeclared	\$ (13,561,708)	\$ (29,829,370)
Net loss per share of Class A Common Stock, basic and diluted	\$ (9.30)	\$ (70.80)
Weighted average number of shares of Class A Common Stock, basic and diluted	1,461,205	421,599

The following presents the unaudited pro-forma combined results of operations of the Company, Myrtle and RCHI as if the acquisitions of Myrtle and RCHI occurred on January 1, 2023 and reflect the effects of the reverse stock split on the Company's pro-forma net loss per share of Class A Common Stock and pro-forma weighted average number of shares of Class A Common Stock outstanding as if the reverse stock split had occurred at the beginning of each period presented:

	Year Ended December 31,	
	2024	2023
Net revenues	\$ 12,061,242	\$ 18,666,676
Net loss, attributable to FOXO	\$ (14,643,377)	\$ (21,215,341)
Deemed dividends	(1,073,993)	(3,378,834)
Net loss to common stockholders	(15,717,370)	(24,594,175)
Preferred stock dividends - undeclared	(1,050,000)	(1,050,000)
Net loss to common stockholders, net of preferred stock dividends - undeclared	<u>\$ (16,767,370)</u>	<u>\$ (25,644,175)</u>
Net loss per share:		
Basic and diluted net loss available to Class A Common Stock per share	\$ (11.10)	\$ (48.90)
Basic and diluted weighted average number of shares of Class A Common Stock	1,516,582	523,962

The Consolidated Statements of Operations Data and the unaudited pro-forma combined results of operations presented above should be read in conjunction with the audited consolidated financial statements included in the Company's Annual Report on Form 10-K for the year ended December 31, 2024.

THE OFFERING

This prospectus relates to the offer and resale by the Selling Stockholders of up to 4,000,000 Conversion Shares issuable upon the conversions of shares of Series A Preferred Stock held by the Selling Stockholders. All of the Conversion Shares, if and when sold, will be sold by the Selling Stockholders.

Issuer	FOXO Technologies Inc.
Class A Common Stock Offered by the Selling Stockholders	Up to 4,000,000 shares of Class A Common Stock to be issued to the Selling Stockholders upon the conversions of shares of Series A Preferred Stock. Sales of a substantial number of our shares of Common Stock in the public market by the Selling Stockholders and/or by our other existing security holders, or the perception that those sales might occur, could depress the market price of the Common Stock and Public Warrants and could impair our ability to raise capital through the sale of additional equity securities. We are unable to predict the effect that such sales may have on the prevailing market price of the Common Stock and Public Warrants. See “<i>Risk Factors – Risks Related to this Offering by the Selling Stockholders – Sales of a substantial number of our securities in the public market by the Selling Stockholders and/or by our other existing stockholders could cause the price of the Class A Common Stock and Public Warrants to fall.</i>”
Class A Common Stock Outstanding Before the Offering	3,930,024 shares (as of April 30, 2025).
Class A Common Stock Outstanding After the Offering	7,930,024 shares (assuming all Conversion Shares offered hereby).
Use of Proceeds	We will not receive any of the proceeds from the resales of the shares of Common Stock by the Selling Stockholders.
Market for Our Shares of Class A Common Stock and Public Warrants	The Common Stock is listed on the NYSE American under the symbol “FOXO.” The Public Warrants are quoted on the OTC Pink Marketplace under the symbol “FOXOW.”
Risk Factors	See “ <i>Risk Factors</i> ” beginning on page 6 of this prospectus, as well as other information included and incorporated by reference in this prospectus, for a discussion of factors you should read and consider carefully before investing in our Common Stock.

RISK FACTORS

Investing in our securities involves a high degree of risk. In addition to the other information included or incorporated by reference in this prospectus, you should carefully consider the risks described below and in the section titled “Risk Factors” in our Annual Report on Form 10-K for our most recent fiscal year filed with the SEC, any amendment or updates thereto reflected in subsequent filings with the SEC, and in other reports we file with the SEC that are incorporated by reference herein, before making an investment decision. The following risks are presented as of the date of this prospectus and we expect that these will be updated from time to time in our periodic and current reports filed with the SEC, which will be incorporated herein by reference. Please refer to these subsequent reports for additional information relating to the risks associated with investing in our securities.

The risks and uncertainties described therein and below could materially adversely affect our business, operating results and financial condition, as well as cause the value of our securities to decline. You may lose all or part of your investment as a result. You should also refer to the other information contained in this prospectus, or incorporated by reference, including our financial statements and the notes to those statements, and the information set forth under the caption “Cautionary Statements Regarding Forward-Looking Statements.” Our actual results could differ materially from those anticipated in these forward-looking statements as a result of certain factors, including the risks mentioned below. Forward-looking statements included in this prospectus are based on information available to us on the date hereof, and all forward-looking statements in documents incorporated by reference are based on information available to us as of the date of such documents. We disclaim any intent to update any forward-looking statements. The risks described below and contained in our Annual Report on Form 10-K and in our other periodic reports are not the only ones that we face. Additional risks not presently known to us or that we currently deem immaterial may also adversely affect our business operations.

Risks Related to this Offering by the Selling Stockholders

Potential sales of Common Stock by the Selling Stockholders below the current market price could adversely affect the market price of the Common Stock.

The Selling Stockholders may choose to sell the Conversion Shares at prices below the current market price. The Selling Stockholders are not restricted as to the prices at which they may sell or otherwise dispose of the Conversion Shares covered by this prospectus. Sales or other dispositions of the Conversion Shares below the then-current market prices could adversely affect the market price of our Common Stock.

A large number of shares of Common Stock may be sold in the market following this offering, which may significantly depress the market price of our Common Stock.

The Conversion Shares sold in the offering will be freely tradable without restriction or further registration under the Securities Act of 1933, as amended (the “**Securities Act**”). As a result, a substantial number of shares of Common Stock may be sold in the public market. If there are significantly more shares of Common Stock offered for sale than buyers are willing to purchase, then the market price of our Common Stock may decline to a market price at which buyers are willing to purchase the offered Common Stock and sellers remain willing to sell Common Stock.

The sales of a substantial number of our securities in the public market by the Selling Stockholders and/or by our other existing stockholders could cause the price of our Common Stock and Public Warrants to fall which could impair our ability to raise capital through the sale of additional equity securities

The Selling Stockholders can sell, under this prospectus, up to 4,000,000 shares of Class A Common Stock (representing approximately 50% of the shares of Class A Common Stock outstanding as of April 30, 2025 assuming conversions of all Conversion Shares). Sales of a substantial number of our shares of Class A Common Stock in the public market by the Selling Stockholders and/or by our other existing stockholders, as applicable, or the perception that those sales might occur, could depress the market price of the Common Stock or Public Warrants and could impair our ability to raise capital through the sale of additional equity securities. We are unable to predict the effect that such sales may have on the prevailing market price of Common Stock or Public Warrants.

Neither we nor the Selling Stockholders have authorized any other party to provide you with information concerning us or this offering.

You should carefully evaluate all of the information in this prospectus, including the documents incorporated by reference herein and therein. We may receive media coverage regarding our Company, including coverage that is not directly attributable to statements made by our officers, that incorrectly reports on statements made by our officers or employees, or that is misleading as a result of omitting information provided by us, our officers or employees. Neither we nor the Selling Stockholders have authorized any other party to provide you with information concerning us or this offering, and recipients should not rely on this information.

USE OF PROCEEDS

We will not receive any of the proceeds from the sale of the Conversion Shares by the Selling Stockholders pursuant to this prospectus.

The Selling Stockholders will pay any agent's commissions and expenses they incur for brokerage, accounting, tax or legal services or any other expenses that they incur in disposing of the shares of Common Stock. We will bear all other costs, fees and expenses incurred in effecting the registration of the shares of Common Stock covered by this prospectus and any prospectus supplement. These may include, without limitation, all registration and filing fees, SEC filing fees and expenses of compliance with state securities or "blue sky" laws.

We cannot predict when or if the shares of Series A Preferred Stock will be converted into Common Stock. See "*Plan of Distribution*" elsewhere in this prospectus for more information.

DETERMINATION OF OFFERING PRICE

We cannot currently determine the price or prices at which shares of Common Stock may be sold by the Selling Stockholders under this prospectus. The prices at which the shares covered by this prospectus may actually be sold will be determined by the prevailing public market price for shares of Common Stock, by negotiations between the Selling Stockholders and buyers of the Common Stock in private transactions or as otherwise described in the "*Plan of Distribution*."

THE SENIOR NOTES TRANSACTION

On June 12, 2024, we entered into a Securities Purchase Agreement (the "**SPA**") with Sabby Volatility pursuant to which we agreed to issue to Sabby Volatility and subsequent purchasers who would also be parties to the SPA, Senior Notes in the aggregate principal amount of up to \$2.8 million (each a "**Senior Note**" or, together, the "**Senior Notes**").

The closings of the SPA (each a "**Closing**," or, together, the "**Closings**") are as follows:

- On June 14, 2024 (the "**Initial Closing Date**"), Sabby Volatility purchased \$840,000 in principal amount of the Senior Notes and we received cash proceeds of \$750,000. In addition, as required per the terms of the SPA, we issued to Sabby Volatility on July 17, 2024 an aggregate of 110,876 shares of our Common Stock representing 9.99% of the outstanding shares of our Class A Common Stock on the Initial Closing Date. The principal amount of the Senior Note was the subscription amount multiplied by 1.12 which represented a 12% (or \$90,000) original issuance discount. The Senior Note did not accrue any interest except for in the event of an Event of Default (as defined in the Senior Note) upon which it would accrue interest at 18% per annum. On December 6, 2024, the Senior Note was exchanged for 924 shares of our Series A Preferred Stock with a stated value of \$924,000. On various dates during December 2024, the Purchaser converted the 924 shares of Series A Preferred Stock into 357,331 shares of our Class A Common Stock.
- Upon the filing of a preliminary proxy statement or information statement with the SEC relating to the approval by our stockholders of the agreement by the Company to acquire the shares of common stock of RCHI from RHI, and all transactions contemplated therein, Sabby Volatility agreed to purchase an aggregate of \$280,000 in principal amount of our Senior Notes. Accordingly, on August 1, 2024, we issued a Senior Note in the principal amount of \$280,000 to Sabby Volatility and we received cash proceeds of \$250,000. The principal amount of the Senior Note was the subscription amount multiplied by 1.12 which represented a 12% (or \$30,000) original issuance discount. On December 6, 2024, the Senior Note was exchanged for 308 shares of our Series A Preferred Stock with a stated value of \$308,000. During February 2025, we issued 146,015 shares of our Common Stock to Sabby Volatility upon conversions of 308 shares of its Series A Preferred Stock.
- Upon the closing of the purchase of RCHI, Sabby Volatility agreed to purchase up to an aggregate of \$1,120,000 in principal amount of the Senior Notes. Under the terms of the SPA, as discussed above, on December 6, 2024, we issued a Senior Note in the principal amount of \$1,120,000 to Sabby Volatility and we received cash proceeds of \$1,000,000. The principal amount of the Senior Note was the subscription amount multiplied by 1.12 which represented a 12% (or \$120,000) original issuance discount. On December 6, 2024, the Senior Note was exchanged for 1,232 shares of the Company's Series A Preferred Stock with a stated value of \$1,232,000.
- Upon the filing of a registration statement by us with the SEC relating to the resale by Sabby Volatility (and any affiliates) of all shares of our Common Stock beneficially owned by Sabby Volatility (and any affiliates) Sabby Volatility has agreed to purchase up to an aggregate of \$560,000 in principal amount of the Senior Notes. Should the remaining Senior Notes in the aggregate of \$560,000 of principal be issued, it will provide Sabby Volatility with rights upon a "Fundamental Transaction" (as defined in the Note Payable) such as assumption rights of the "Successor Entity" (as defined in the Senior Note). The Senior Note will also provide Sabby Volatility (and any affiliates) an exchange right upon the issuance of preferred stock, including the Series A Preferred Stock.

Each share of Series A Preferred Stock is convertible, at any time into shares of Common Stock determined by dividing the Stated Value of such share of Series A Preferred Stock (\$1,000), plus any accrued and unpaid dividends (whether declared or not declared), by the higher of \$0.01 or 90% of the average volume-weighted average price ("**VWAP**") of the five trading days immediately prior to the date the conversion notice is tendered by the holder.

THE SERIES A PREFERRED STOCK PRIVATE OFFERING TRANSACTION

On April 4, 2025, we entered into a Securities Purchase Agreement with Sabby Volatility pursuant to which Sabby Volatility purchased 375 shares of Series A Preferred Stock for \$325,000.

On April 15, 2025, we entered into a Securities Purchase Agreement with Sabby Volatility pursuant to which Sabby Volatility purchased 275 shares of Series A Preferred Stock for \$275,000.

On April 4, 2025, we entered into a Registration Rights Agreement with Sabby Volatility pursuant to which we agreed to prepare and file with the SEC a registration statement covering the resale of all of the “Registrable Securities” (as defined in the agreement) that are not then registered on an effective registration statement for an offering to be made on a continuous basis pursuant to Rule 415 of the Securities Act. The shares purchased on April 15, 2025 were covered under the Registration Rights Agreement.

THE RENNOVA HEALTH EXCHANGE TRANSACTION

In connection with the acquisitions of Myrtle and RCHI by the Company, pursuant to the required consents for the transactions, RHI agreed to an exchange right whereby institutional investors owning RHI’s preferred stock may exchange up to \$8,000,000 of stated value of preferred stock for a like amount of RHI’s investment in the Company’s Series A Preferred Stock. On February 3, 2025, each of Sabby Healthcare and Sabby Volatility exercised their exchange right in full by exchanging \$8,000,000 of stated value of Series O Preferred Stock of RHI for \$8,000,000 of stated value of the Company’s Series A Preferred Stock.

SELLING STOCKHOLDERS

The Common Stock being offered by the Selling Stockholders are those previously issued to the Selling Stockholders, and those issuable to the Selling Stockholders, upon conversions of the shares of Series A Preferred Stock. For additional information regarding the issuances of those shares of Common Stock and Series A Preferred Stock, see “*The Senior Notes Transaction*” and “*The Series A Preferred Stock Private Offering Transaction*” above. We are registering the Conversion Shares in order to permit the Selling Stockholders to offer the shares for resale from time to time. Except for the ownership of the Senior Notes, the shares of Common Stock issuable upon the conversions of the Senior Notes, and the shares of Series A Preferred Stock, the Selling Stockholders have not had any material relationship with us within the past three years. The table below lists the Selling Stockholders and other information regarding the beneficial ownership of the shares of common stock by each of the Selling Stockholders. The second column lists the number of shares of common stock beneficially owned by each Selling Stockholders, based on its ownership of the shares of common stock and Series A Preferred Stock, as of April 30, 2025, assuming conversions of the Series A Preferred Stock held by the Selling Stockholders on that date, without regard to any limitations on conversions. The third column lists the shares of Common Stock being offered by this prospectus by the Selling Stockholders. In accordance with the terms of a registration rights agreement with the Sabby Volatility, this prospectus generally covers the resale of the sum of (i) the number of shares of common stock issued to the Selling Stockholders in the “*The Senior Notes Transaction*” and “*The Series A Preferred Stock Private Offering Transaction*” described above and (ii) the maximum number of shares of Common Stock issuable upon conversions of the related shares of Series A Preferred Stock, determined as if the outstanding shares of Series A Preferred Stock were converted in full as of the trading day immediately preceding the date this registration statement was initially filed with the SEC, each as of the trading day immediately preceding the applicable date of determination and all subject to adjustment as provided in the registration right agreement, without regard to any limitations on the conversions of the shares of Series A Preferred Stock. The fourth column assumes the sale of all of the shares offered by the Selling Stockholder pursuant to this prospectus. Under the terms of the Certificate of Designation for the Series A Preferred Stock, a Selling Stockholder may not convert shares of Series A Preferred Stock to the extent such conversion would cause such Selling Stockholder, together with its affiliates and attribution parties, to beneficially own a number of shares of Common Stock which would exceed 4.99% or 9.99%, as applicable, of our then outstanding Common Stock following such conversion, excluding for purposes of such determination shares of Common Stock issuable upon conversion of such shares of Series A Preferred Stock which have not been converted. The number of shares in the second and fourth columns do not reflect this limitation. The Selling Stockholders may sell all, some or none of their shares in this offering. See “*Plan of Distribution*.”

Name of Selling Stockholder	Number of Shares of Class A Common Stock Owned Prior to Offering	Maximum Number of shares of Class A Common Stock to be Sold Pursuant to this Prospectus ⁽¹⁾	Number of shares of Class A Common Stock Owned After the Offering ⁽¹⁾
Sabby Volatility Warrant Master Fund, Ltd. ⁽²⁾	0	4,000,000	-
Sabby Healthcare Master Fund, Ltd. ⁽²⁾	0	4,000,000	-
Total	0	4,000,000	-

(1) Assumes that the Selling Stockholders sell all of the Class A Common Stock being registered for resale. These amounts are based upon information available to the Company as of the date of this filing.

(2) Sabby Management, LLC, the investment manager of Sabby Volatility Warrant Master Fund, Ltd. and Sabby Healthcare Master Fund, Ltd., and Hal Mintz, manager of Sabby Management, LLC, may be deemed to share voting and dispositive power with respect to these securities. Each of Sabby Management, LLC and Hal Mintz disclaims beneficial ownership over the securities listed except to the extent of their pecuniary interest therein. The shares of Series A Preferred Stock issued to Sabby Volatility Warrant Master Fund, Ltd and Sabby Healthcare Master Fund, Ltd. are subject to a 9.99% and 4.99%, respectively, beneficial ownership limitation, which limitations prohibit the selling stockholder from converting any portion of the shares of Series A Preferred Stock if, following such conversion, Sabby Volatility Warrant Master Fund, Ltd.'s and Sabby Healthcare Master Fund, Ltd.'s ownership of our shares of Common Stock would exceed the beneficial ownership limitation. The address of the Selling Stockholders is c/o Captiva (Cayman) Ltd, Governors Square, Bldg 4, 2nd Floor, 23 Lime Tree Bay Avenue, P.O. Box 32315, Grand Cayman KY1-1209, Cayman Islands.

DESCRIPTION OF SECURITIES OF THE COMPANY

The following summary of the material terms of the Company's securities is not intended to be a complete summary of the rights and preferences of such securities. We urge you to read the Charter and Company Bylaws in their entirety for a complete description of the rights and preferences of our securities.

General

The authorized capital stock of the Company consists of 500,000,000 shares of Class A Common Stock (3,930,024 of which are outstanding) and 10,000,000 shares of preferred stock which consists of: 35,000 shares of Series A Preferred Stock (22,882 of which are outstanding), 7,500 shares of Series B Preferred Stock (3,307.50 of which are outstanding), 5,000 shares of Series C Preferred Stock (405 of which are outstanding), and 10,000 shares of Series D Preferred Stock (4,311.70 of which are outstanding).

Class A Common Stock

Voting Rights

Holders of shares of Class A Common Stock will be entitled to one vote for each share of Class A Common Stock held on all matters submitted to a vote of stockholders.

The Company has not provided for cumulative voting for the election of directors in the Charter. Accordingly, holders of at least a majority of the voting power of then-outstanding shares of the Class A Common Stock entitled to vote in the election of directors, voting together as a single class, will be able to elect all of the Company directors.

Dividend Rights

Subject to preferences that may apply to any shares of preferred stock outstanding at the time, the holders of shares of the Class A Common Stock are entitled to receive dividends out of funds legally available if the Board, in its discretion, determines to issue dividends and then only at the times and in the amounts that the Board may determine. Stock dividends with respect to each class of our common stock may only be paid with shares of stock of the same class of common stock.

No Preemptive or Similar Rights

The Class A Common Stock is not entitled to preemptive rights, and is not subject to redemption or sinking fund provisions.

Right to Receive Liquidation Distributions

Upon the Company's liquidation, dissolution or winding-up, the assets legally available for distribution to the Company stockholders would be distributed among the holders of the then outstanding Common Stock pro rata in accordance with the number of shares of Common Stock held by each such holder, subject to prior satisfaction of all outstanding debt and liabilities and the preferential rights of and the payment of liquidation preferences, if any, on any outstanding shares of preferred stock.

Our Transfer Agent

The transfer agent for the Class A Common Stock is Continental Stock Transfer & Trust Company. We have agreed to indemnify Continental Stock Transfer & Trust Company in its roles as transfer agent, its agents and each of its stockholders, directors, officers and employees against all claims and losses that may arise out of acts performed or omitted for its activities in that capacity, except for any liability due to any gross negligence, willful misconduct or bad faith of the indemnified person or entity.

Anti-Takeover Provisions

The voting rights in the Series A Preferred Stock, Charter and the Company Bylaws could have the effect of delaying, deferring or discouraging another person from acquiring control of the Company. These provisions, which are summarized below, are expected to discourage certain types of coercive takeover practices and inadequate takeover bids and encourage persons seeking to acquire control of the Company to first negotiate with the Board. We believe that the benefits of increased protection of the Company's potential ability to negotiate with an unfriendly or unsolicited acquirer outweigh the disadvantages of discouraging a proposal to acquire the Company because negotiation of these proposals could result in an improvement of their terms.

Certain Anti-Takeover Provisions of the Charter and the Company Bylaws

Certain provisions of the Charter prevent the Company from engaging in a "business combination" with:

- a stockholder who owns 15% or more of the Company's outstanding voting stock (otherwise known as an "interested stockholder");
- an affiliate of an interested stockholder; or
- an associate of an interested stockholder, for three years following the date that the stockholder became an interested stockholder.

A "business combination" includes a merger or sale of the Company's assets with a market value of 10% or more of its aggregate market value of all of its assets or of all of its outstanding stock. However, the above provisions do not apply if:

- the Board approves the transaction that made the stockholder an "interested stockholder," prior to the date of the transaction;
- after the completion of the transaction that resulted in the stockholder becoming an interested stockholder, that stockholder owned at least 85% of the Company's voting stock outstanding at the time the transaction commenced, other than statutorily excluded shares of common stock; or
- on or subsequent to the date of the transaction, the initial business combination is approved by the Board and authorized at a meeting of the Company's stockholders, and not by written consent, by an affirmative vote of at least two-thirds of the outstanding voting stock not owned by the interested stockholder.

Under certain circumstances, the Charter makes it more difficult for a person who would be an "interested stockholder" to effect various business combinations with the Company for a three-year period. This provision may encourage companies interested in acquiring Company to negotiate in advance with the Board because the stockholder approval requirement would be avoided if the Board approves either the business combination or the transaction which results in the stockholder becoming an interested stockholder. These provisions of the Charter also may have the effect of preventing changes in the Board and may make it more difficult to accomplish transactions which stockholders may otherwise deem to be in their best interests.

Charter and Company Bylaw Provisions

The Charter and the Company Bylaws include a number of provisions that may have the effect of deterring hostile takeovers, or delaying or preventing changes in control of the Company management team or changes in the Board or the Company governance or policy, including the following:

Series A Preferred Stock

On October 16, 2024, the Company's board of directors approved the designation of 35,000 shares of Series A Preferred Stock. Each share of Series A Preferred Stock shall have a stated value equal to \$1,000 per share. Voting rights, which include voting as one class with the common stockholders and the holder shall be entitled to cast the number of votes determined by dividing the stated value per share by the higher of \$0.01 or the VWAP of the trading day immediately before the record date for the vote. These existence of these issued shares of Series A Preferred Stock could discourage an attempt to obtain control of the Company by means of a merger, tender offer, proxy contest or otherwise.

Issuance of Undesignated Preferred Stock

Our board of directors has the authority, without further action by the stockholders, to issue up to 10,000,000 shares of preferred stock with rights and preferences, including voting rights, designated from time to time by the Board. The existence of authorized but unissued shares of preferred stock enables the Board to render more difficult or to discourage an attempt to obtain control of the Company by means of a merger, tender offer, proxy contest or otherwise.

Exclusive Forum for Certain Lawsuits

The Charter requires, to the fullest extent permitted by law, that derivative actions brought in the Company's name, actions against any current or former directors, officers, employees or stockholders of the Company for breach of fiduciary duty and other similar actions may be brought only in the Court of Chancery in the State of Delaware or if such court does not have subject matter jurisdiction, the federal district court of the State of Delaware. The Charter also requires, to the fullest extent permitted by applicable law, the federal district courts of the United States to be the exclusive forum for the resolution of any complaint asserting a cause of action under the Securities Act. Although we believe these provisions benefit us by providing increased consistency in the application of Delaware law in the types of lawsuits to which it applies, a court may determine that these provisions are unenforceable, and to the extent they are enforceable, the provisions may have the effect of discouraging lawsuits against the Company's directors and officers, although the Company stockholders will not be deemed to have waived the Company's compliance with federal securities laws and the rules and regulations thereunder.

Notwithstanding the Charter provides that the exclusive forum provision will be applicable to the fullest extent permitted by applicable law. Section 27 of the Exchange Act creates exclusive federal jurisdiction over all suits brought to enforce any duty or liability created by the Exchange Act or the rules and regulations thereunder. As a result, (i) the exclusive forum provision will not apply to suits brought to enforce any duty or liability created by the Exchange Act or any other claim for which the federal courts have exclusive jurisdiction, and (ii) unless we consent in writing to the selection of an alternative forum, the federal district courts of the United States of America shall, to the fullest extent permitted by law, be the exclusive forum for the resolution of any complaint asserting a cause of action arising under the Securities Act or the rules and regulations promulgated thereunder.

Special Meeting of Stockholders

The Company Bylaws provide that special meetings of our stockholders may be called only by the chairman of the Board, or the President, or the Board pursuant to a resolution adopted by a majority of the board and may not be called by any other person.

Advance Notice Requirements for Stockholder Proposals and Director Nominations

The Company Bylaws provide that stockholders seeking to bring business before the Company's annual meeting of stockholders, or to nominate candidates for election as directors at the Company's annual meeting of stockholders, must provide timely notice of their intent in writing. To be timely, a stockholder's notice will need to be received by the company secretary at the Company's principal executive offices not later than the close of business on the 90th day nor earlier than the opening of business on the 120th day prior to the anniversary date of the immediately preceding annual meeting of stockholders. Pursuant to Rule 14A-8 of the Exchange Act, proposals seeking inclusion in the Company's annual proxy statement must comply with the notice periods contained therein. The Company Bylaws also specify certain requirements as to the form and content of a stockholders' meeting. These provisions may preclude the Company's stockholders from bringing matters before the Company's annual meeting of stockholders or from making nominations for directors at the Company's annual meeting of stockholders.

Action by Written Consent

Any action required to be taken at any annual or special meeting of stockholders, or any action which may be taken at any annual or special meeting of such stockholders, may be taken without a meeting, without prior notice and without a vote, if a consent in writing, setting forth the action so taken, shall be signed by the holders of outstanding stock entitled to vote thereon having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all shares entitled to vote thereon were present and voted, and shall be delivered to the Company by delivery to its registered office in the State of Delaware, its principal place of business, or an officer or agent of the Company having custody of the book in which proceedings of meetings of stockholders are recorded.

Board of Directors

Directors elected at annual meetings of stockholders following the consummation of the Business Combination will be elected for terms expiring at the next annual meeting of stockholders or until the election and qualification of their respective successors in office, subject to their earlier death, resignation, removal or the earlier termination of his or her term of office.

Our Charter and Company Bylaws provide that the authorized number of directors may be changed only by resolution of the Board. Subject to the terms of any preferred stock, any or all of the directors may be removed from office at any time, with or without cause, and only by the affirmative vote of the holders of at least a majority of the voting power of all of the then outstanding shares of voting stock of the Company entitled to vote at an election of directors. Any vacancy on the Board, including a vacancy resulting from an enlargement of the Board, may be filled only by the affirmative vote of a majority of the Company's directors then in office.

Listing of Securities

The Class A Common Stock is listed on the NYSE American under the symbol "FOXO." The Public Warrants are quoted on the OTC Pink Marketplace under the symbol "FOXOW."

SECURITIES ACT RESTRICTIONS ON RESALE OF COMMON STOCK

Rule 144

Pursuant to Rule 144, a person who has beneficially owned restricted shares of Class A Common Stock or warrants for at least six months would be entitled to sell their securities provided that (i) such person is not deemed to have been one of our affiliates at the time of, or at any time during the three months preceding, a sale and (ii) we are subject to the Exchange Act periodic reporting requirements for at least three months before the sale and have filed all required reports under Section 13 or 15(d) of the Exchange Act during the 12 months (or such shorter period as we were required to file reports) preceding the sale.

Persons who have beneficially owned restricted shares of Class A Common Stock or warrants for at least six months but who are our affiliates at the time of, or at any time during the three months preceding, a sale, would be subject to additional restrictions, by which such person would be entitled to sell within any three-month period only a number of securities that does not exceed the greater of:

- 1% of the total number of shares of our Class A Common Stock then outstanding; or
- the average weekly reported trading volume of our Class A Common Stock then during the four calendar weeks preceding the filing of a notice on Form 144 with respect to the sale.

Sales by our affiliates under Rule 144 are also limited by manner of sale provisions and notice requirements and to the availability of current public information about us.

Restrictions on the Use of Rule 144 by Shell Companies or Former Shell Companies

Rule 144 is not available for the resale of securities initially issued by shell companies (other than business combination related shell companies) or issuers that have been at any time previously a shell company. However, Rule 144 also includes an important exception to this prohibition if the following conditions are met:

- the issuer of the securities that was formerly a shell company has ceased to be a shell company;
- the issuer of the securities is subject to the reporting requirements of Section 13 or 15(d) of the Exchange Act;
- the issuer of the securities has filed all Exchange Act reports and materials required to be filed, as applicable, during the preceding 12 months (or such shorter period that the issuer was required to file such reports and materials), other than Current Reports on Form 8-K; and
- at least one year has elapsed from the time that the issuer filed current Form 10 type information with the SEC reflecting its status as an entity that is not a shell company.

Following the consummation of the Business Combination, the Company is no longer a shell company, and so, once the conditions set forth in the exceptions listed above are satisfied, Rule 144 will become available for the resale of the above-noted restricted securities.

Form S-8 Registration Statements

We have filed registration statements on Form S-8 under the Securities Act to register the shares of Class A Common Stock issued or issuable under our 2022 Plan and our 2020 Plan. These shares can be sold in the public market upon issuance, subject to Rule 144 limitations applicable to affiliates and vesting restrictions.

PLAN OF DISTRIBUTION

Each Selling Stockholder of the securities and any of their pledgees, assignees and successors-in-interest may, from time to time, sell any or all of their securities covered hereby on the NYSE American or any other stock exchange, market or trading facility on which the securities are traded or in private transactions. These sales may be at fixed or negotiated prices. A Selling Stockholder may use any one or more of the following methods when selling securities:

- ordinary brokerage transactions and transactions in which the broker-dealer solicits purchasers;
- block trades in which the broker-dealer will attempt to sell the securities as agent but may position and resell a portion of the block as principal to facilitate the transaction;
- purchases by a broker-dealer as principal and resale by the broker-dealer for its account;
- an exchange distribution in accordance with the rules of the applicable exchange;
- privately negotiated transactions;
- settlement of short sales;
- in transactions through broker-dealers that agree with the Selling Stockholders to sell a specified number of such securities at a stipulated price per security;
- through the writing or settlement of options or other hedging transactions, whether through an options exchange or otherwise;
- a combination of any such methods of sale; or
- any other method permitted pursuant to applicable law.

The Selling Stockholders may also sell securities under Rule 144 or any other exemption from registration under the Securities Act, if available, rather than under this prospectus.

Broker-dealers engaged by the Selling Stockholders may arrange for other brokers-dealers to participate in sales. Broker-dealers may receive commissions or discounts from the Selling Stockholders (or, if any broker-dealer acts as agent for the purchaser of securities, from the purchaser) in amounts to be negotiated, but, except as set forth in a supplement to this Prospectus, in the case of an agency transaction not in excess of a customary brokerage commission in compliance with FINRA Rule 2121; and in the case of a principal transaction a markup or markdown in compliance with FINRA Rule 2121.

In connection with the sale of the securities or interests therein, the Selling Stockholders may enter into hedging transactions with broker-dealers or other financial institutions, which may in turn engage in short sales of the securities in the course of hedging the positions they assume. The Selling Stockholders may also sell securities short and deliver these securities to close out their short positions, or loan or pledge the securities to broker-dealers that in turn may sell these securities. The Selling Stockholders may also enter into option or other transactions with broker-dealers or other financial institutions or create one or more derivative securities which require the delivery to such broker-dealer or other financial institution of securities offered by this prospectus, which securities such broker-dealer or other financial institution may resell pursuant to this prospectus (as supplemented or amended to reflect such transaction).

The Selling Stockholders and any broker-dealers or agents that are involved in selling the securities may be deemed to be “underwriters” within the meaning of the Securities Act in connection with such sales. In such event, any commissions received by such broker-dealers or agents and any profit on the resale of the securities purchased by them may be deemed to be underwriting commissions or discounts under the Securities Act. Each Selling Stockholder has informed the Company that it does not have any written or oral agreement or understanding, directly or indirectly, with any person to distribute the securities.

The Company is required to pay certain fees and expenses incurred by the Company incident to the registration of the securities. The Company has agreed to indemnify the Selling Stockholders against certain losses, claims, damages and liabilities, including liabilities under the Securities Act.

We agreed to keep this prospectus effective until the earlier of (i) the date on which the securities may be resold by the Selling Stockholders without registration and without regard to any volume or manner-of-sale limitations by reason of Rule 144, without the requirement for the Company to be in compliance with the current public information under Rule 144 under the Securities Act or any other rule of similar effect or (ii) all of the securities have been sold pursuant to this prospectus or Rule 144 under the Securities Act or any other rule of similar effect. The resale securities will be sold only through registered or licensed brokers or dealers if required under applicable state securities laws. In addition, in certain states, the resale securities covered hereby may not be sold unless they have been registered or qualified for sale in the applicable state or an exemption from the registration or qualification requirement is available and is complied with.

Under applicable rules and regulations under the Exchange Act, any person engaged in the distribution of the resale securities may not simultaneously engage in market making activities with respect to the common stock for the applicable restricted period, as defined in Regulation M, prior to the commencement of the distribution. In addition, the Selling Stockholders will be subject to applicable provisions of the Exchange Act and the rules and regulations thereunder, including Regulation M, which may limit the timing of purchases and sales of the common stock by the Selling Stockholders or any other person. We will make copies of this prospectus available to the Selling Stockholders and have informed them of the need to deliver a copy of this prospectus to each purchaser at or prior to the time of the sale (including by compliance with Rule 172 under the Securities Act).

RESTRICTIONS TO SELL

The shares of Class A Common Stock may be resold for so long as the registration statement, of which this prospectus forms a part, is available for use. The sale of all shares of Common Stock being offered in this prospectus could result in a significant decline in the public trading price shares of Common Stock.

DISCLOSURE OF COMMISSION POSITION ON INDEMNIFICATION FOR SECURITIES ACT LIABILITY

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

LEGAL MATTERS

Certain legal matters will be passed upon for the Company by Business Legal Advisors, LLC, Draper, Utah (“BLA”). As of the date of this prospectus, BLA does not beneficially own any shares of Class A Common Stock of the Company. Although BLA is not under any obligation to accept shares of Class A Common Stock in payment for services, it may do so in the future.

EXPERTS

The financial statements of FOXO as of and for the year ended December 31, 2024 and 2023 included in this prospectus have been audited by Kreit & Chiu CPA LLP (“Kreit”), an independent registered public accounting firm, as stated in their report appearing herein, and are included in reliance upon the report of such firm given upon their authority as experts in accounting and auditing.

The audit report covering the December 31, 2024 and 2023 financial statements contain an explanatory paragraph that states that FOXO’s recurring negative cash flows and losses from operations raise substantial doubt about the entity’s ability to continue as a going concern. The financial statements do not include any adjustments that might result from the outcome of that uncertainty.

CHANGE IN INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

On June 12, 2023, the Audit Committee of the Board (the “Audit Committee”) approved the dismissal of KPMG as the Company’s independent registered public accounting firm. KPMG had served as the Company’s independent registered public accounting firm since September 20, 2022 through the period ended June 12, 2023, and as the independent registered public accounting firm of Legacy FOXO since November 8, 2021.

KPMG’s audit reports on the Company’s consolidated financial statements as of and for the years ended December 31, 2022 and 2021 did not contain any adverse opinion or a disclaimer of opinion and were not qualified or modified as to uncertainty, audit scope or accounting principles, except as follows: KPMG’s report on the Company’s consolidated financial statements as of and for the years ended December 31, 2022 and 2021, contained a separate paragraph stating that “The accompanying consolidated financial statements have been prepared assuming that the Company will continue as a going concern. As discussed in Note 2 to the consolidated financial statements, the Company has suffered continued negative cash flows and losses from operations that raise substantial doubt about its ability to continue as a going concern. Management’s plans in regard to these matters are also described in Note 2. The consolidated financial statements do not include any adjustments that might result from the outcome of this uncertainty.”

During the two fiscal years ended December 31, 2022 and 2021 and the subsequent interim period through June 12, 2023: (i) there were no “disagreements” (as defined in Item 304(a)(1)(iv) of Regulation S-K) with KPMG on any matter of accounting principles or practices, financial statement disclosure, or auditing scope or procedure, which disagreements, if not resolved to the satisfaction of KPMG, would have caused KPMG to make reference to the subject matter of such disagreements in connection with its reports on the consolidated financial statements for such periods and (ii) there were no “reportable events” (as defined in Item 304(a)(1)(v) of Regulation S-K). KPMG has been authorized by the Company to respond fully to the inquiries of EisnerAmper LLP (“EisnerAmper”), the successor accountant.

The Company provided KPMG with a copy of the foregoing disclosure. A copy of KPMG's letter dated June 15, 2023 to the SEC, stating that KPMG agrees with the foregoing disclosure, is filed as Exhibit 16.1 to our Current Report on Form 8-K filed on June 15, 2023.

Effective June 12, 2023, the Audit Committee approved the appointment of EisnerAmper as the Company's independent registered public accounting firm for the fiscal year ending December 31, 2023.

During the Company's fiscal years ended December 31, 2022 and 2021, and through June 12, 2023, neither the Company nor anyone acting on its behalf consulted with EisnerAmper regarding: (i) the application of accounting principles to a specified transaction, either completed or proposed; or the type of audit opinion that might be rendered on the Company's financial statements, and neither a written report nor oral advice was provided to the Company that EisnerAmper concluded was an important factor considered by the Company in reaching a decision as to the accounting, auditing or financial reporting issue; or (ii) any matter that was either the subject of a "disagreement" within the meaning of Item 304(a)(1)(iv) of Regulation S-K or a "reportable event" within the meaning of Item 304(a)(1)(v) of Regulation S-K.

On January 3, 2024, we dismissed EisnerAmper as the Company's independent registered public accounting firm. The dismissal was approved by the Company's board of directors.

EisnerAmper was appointed as the Company's independent registered public accounting firm effective June 12, 2023, replacing KPMG LLP, the Company's then independent registered public accounting firm. During the time of EisnerAmper engagement as the Company's independent public accounting firm, EisnerAmper never issued reports on the Company's financial statements.

During the engagement period (June 12, 2023 to January 3, 2024), (i) the only procedures performed by EisnerAmper were the review of interim financial statements for the three and six months ended June 30, 2023, in accordance with the Public Company Accounting Oversight Board Auditing Standard 4105, which were included in the Form 10-Q as filed on August 10, 2023, and (ii) there were no disagreements between the Company and EisnerAmper, for the most recent fiscal year ended December 31, 2023 and any subsequent interim period through the Effective Date on any matter of accounting principles or practices, financial statement disclosure, or auditing scope or procedure, which, if not resolved to the satisfaction of EisnerAmper, would have caused them to make reference to the subject matter of the disagreement in connection with its report. Further, EisnerAmper has not advised the Company that:

- 1) information has come to the attention of EisnerAmper which made it unwilling to rely upon management's representations, or made it unwilling to be associated with the financial statements prepared by management; or
- 2) the scope of the audit should be expanded significantly, or information has come to the attention of EisnerAmper that they have concluded will, or if further investigated, might materially impact the fairness or reliability of a previously issued audit report or the underlying financial statements, or the financial statements issued or to be issued covering the fiscal year ended December 31, 2023.

As EisnerAmper has not conducted an audit of the Company's financial statements, EisnerAmper has not advised the Company on internal controls.

On December 29, 2023, the Company engaged Kreit to serve as the Company's independent registered public accounting firm for the year ended December 31, 2023. During the past two fiscal years ended December 31, 2022 and 2021, and from January 1, 2023 to December 29, 2023, the Company did not consult with Kreit regarding the application of accounting principles to a specific completed or contemplated transaction, or the type of audit opinion that might be rendered on the Company's financial statements. The decision to engage Kreit was approved and ratified by the Company's board of directors on January 3, 2024.

WHERE YOU CAN FIND MORE INFORMATION

We have filed with the SEC a registration statement on Form S-1 under the Securities Act with respect to the securities offered hereby. This prospectus does not contain all of the information set forth in the registration statement and the exhibits and schedules thereto. For further information with respect to the Company and its securities offered hereby, reference is made to the registration statement and the exhibits and any schedules filed therewith. Statements contained in this prospectus as to the contents of any contract or other document referred to are not necessarily complete and, in each instance, if such contract or document is filed as an exhibit, reference is made to the copy of such contract or other document filed as an exhibit to the registration statement, each statement being qualified in all respects by such reference. The SEC maintains a website at www.sec.gov, from which interested persons can electronically access the registration statement, including the exhibits and any schedules thereto and which contains the periodic reports, proxy and information statements and other information that we file electronically with the SEC.

FOXO files reports, proxy statements and other information with the SEC as required by the Exchange Act. You may access information on FOXO at the SEC website containing reports, proxy statements and other information at www.sec.gov.

Statements contained in this prospectus as to the contents of any contract or other document referred to are not necessarily complete and, in each instance, if such contract or document is filed as an exhibit, reference is made to the copy of such contract or other document filed as an exhibit to the registration statement, each statement being qualified in all respects by such reference.

We also maintain an Internet website at <http://www.foxotechnologies.com>. Through our website, we make available, free of charge, the following documents of FOXO as soon as reasonably practicable after they are electronically filed with, or furnished to, the SEC: Annual Reports on Form 10-K; proxy statements for our annual and special stockholder meetings; Quarterly Reports on Form 10-Q; Current Reports on Form 8-K; Forms 3, 4 and 5 and Schedules 13D; and amendments to those documents. The information contained on, or that may be accessed through, our website is not part of, and is not incorporated into, this prospectus or the registration statement of which it forms a part.

INCORPORATION OF CERTAIN INFORMATION BY REFERENCE

The SEC allows us to “incorporate by reference” into this prospectus the information in documents we file with it, which means that we can disclose important information to you by referring you to those documents. The information incorporated by reference is considered to be a part of this prospectus, and information that we file later with the SEC will automatically update and supersede this information. Any statement contained in any document incorporated or deemed to be incorporated by reference herein shall be deemed to be modified or superseded for purposes of this prospectus to the extent that a statement contained in or omitted from this prospectus or any accompanying prospectus supplement, or in any other subsequently filed document which also is or is deemed to be incorporated by reference herein, modifies or supersedes such statement. Any such statement so modified or superseded shall not be deemed, except as so modified or superseded, to constitute a part of this prospectus.

We incorporate by reference the documents listed below and any future documents that we file with the SEC (excluding any portion of such documents that are furnished and not filed with the SEC) under Sections 13(a), 13(c), 14 or 15(d) of the Exchange Act (1) on and after the date of the initial filing of the registration statement of which this prospectus is a part prior to the effectiveness of the registration statement, (2) prior to the effectiveness of the registration statement of which this prospectus is a part, and (3) after the date of effectiveness of this prospectus until the offering of the underlying securities is terminated; provided, however, we are not incorporating by reference any information furnished (but not filed) under Item 2.02 or Item 7.01 of any Current Report on Form 8-K:

- The Company’s Annual Report on [Form 10-K](#) for the fiscal year ended December 31, 2024, filed with the SEC on April 15, 2025;
- The Company’s Current Reports on Form 8-K filed with the SEC on [January 2, 2025](#), [January 17, 2025](#), [January 17, 2025](#), [January 27, 2025](#), [March 5, 2025](#), [March 18, 2025](#), [April 4, 2025](#), and [April 28, 2025](#);
- The Company’s Definitive Proxy Statement filed with the SEC on [January 6, 2025](#), and
- All other reports and documents filed by the Company pursuant to Section 13(a), 13(c), 14 or 15(d) of the Exchange Act (other than Current Reports furnished under Item 2.02 or Item 7.01 of Form 8-K and exhibits furnished on such form that relate to such items) subsequent to the date of this Registration Statement and prior to the filing of a post-effective amendment to this Registration Statement that indicates that all securities offered hereby have been sold or that deregisters all securities then remaining unsold, shall be deemed to be incorporated by reference into this Registration Statement and to be a part hereof from the date of filing such reports and documents. Any statement contained in a document incorporated or deemed to be incorporated by reference herein shall be deemed to be modified or superseded for purposes of this Registration Statement to the extent that a statement herein or in any subsequently filed document that also is or is deemed to be incorporated by reference herein modifies or supersedes such statement. Any such statement so modified or superseded shall not constitute a part of this Registration Statement, except as so modified or superseded.

Upon written or oral request, we will provide without charge to each person, including any beneficial owner, to whom a copy of the prospectus is delivered a copy of the documents incorporated by reference in this prospectus (other than exhibits to such documents unless such exhibits are specifically incorporated by reference in this prospectus). You may request a copy of these filings, at no cost, by writing or telephoning us at the following address: FOXO Technologies Inc., 477 South Rosemary Avenue, Suite 224, West Palm Beach, FL 33401. You may also access these documents on our website at foxotechnologies.com.

Information on our website, including subsections, pages, or other subdivisions of our website, or any website linked to by content on our website, is not part of this prospectus and you should not rely on that information unless that information is also in this prospectus or incorporated by reference in this prospectus.

Up to 4,000,000 Shares of Class A Common Stock Issuable Upon Conversions of Series A Cumulative Convertible Redeemable Preferred Stock



FOXO TECHNOLOGIES INC.

PROSPECTUS

, 2025

PART II
INFORMATION NOT REQUIRED IN PROSPECTUS

Item 13. Other Expenses of Issuance and Distribution.

The following is an estimate of the expenses (all of which are to be paid by the registrant) that we may incur in connection with the securities being registered hereby.

SEC registration fee	\$	508.91
Legal fees and expenses	\$	15,000.00
Accounting fees and expenses	\$	25,000.00
Miscellaneous	\$	5,000.00
Total	\$	45,508.91

Item 14. Indemnification of Directors and Officers.

Indemnification of Directors and Officers.

Section 145 of the DGCL authorizes a court to award, or a corporation's board of directors to grant, indemnity to directors and officers in terms sufficiently broad to permit such indemnification under certain circumstances for liabilities, including reimbursement for expenses incurred, arising under the Securities Act.

The Charter provides for indemnification of the Company's directors, officers, employees and other agents to the maximum extent permitted by the DGCL, and the Company Bylaws provide for indemnification of the Company's directors, officers, employees and other agents to the maximum extent permitted by the DGCL.

In addition, effective upon the consummation of the Business Combination, as defined in Part I of this registration statement, we have entered or will enter into indemnification agreements with directors, officers, and some employees containing provisions which are in some respects broader than the specific indemnification provisions contained in the DGCL. The indemnification agreements will require the Company, among other things, to indemnify its directors against certain liabilities that may arise by reason of their status or service as directors and to advance their expenses incurred as a result of any proceeding against them as to which they could be indemnified.

Item 15. Recent Sales of Unregistered Securities.

The following information represents securities sold by the Company within the past three years which were not registered under the Securities Act. All share amounts have been adjusted for all reverse stock splits, including the reverse stock split effective April 28, 2025.

2022 Bridge Debentures

During the first and second quarters of 2022, the Company entered into separate Securities Purchase Agreements with accredited investors. The 2022 Bridge Debentures were issued in three tranches, with \$16,500,000 in aggregate principal issued on March 1, 2022, \$8,250,000 in aggregate principal issued on March 3, 2022 and the remaining \$6,050,000 in aggregate principal issued on April 27, 2022.

For its purchase of 2022 Bridge Debentures, the lead institutional accredited investor was issued 35,000 shares of the Company's Class A Common Stock.

Termination Agreement

On October 10, 2022, 3,000 shares of Class A Common Stock of the Company were issued to J.V.B. Financial Group, LLC, acting through its Cohen & Company Capital Markets division in connection with the transactions contemplated by that certain Amendment and Termination Agreement, dated as of September 15, 2022.

Exchange Offer, PIK Note Offer to Amend and 2022 Bridge Debenture Release

On May 26, 2023, the Company consummated two issuer tender offers, the Exchange Offer and the PIK Note Offer to Amend. Pursuant to the Exchange Offer, on May 30, 2023, an aggregate of 79,562 shares of Class A Common Stock were issued to the holders of Assumed Warrants who participated in the Exchange Offer, on the terms and subject to the conditions of the Exchange Offer. Pursuant to the PIK Note Offer to Amend, on May 30, 2023, an aggregate of 43,219 shares of Class A Common Stock were issued on a pro rata basis to the Senior PIK Note holders who participated in the PIK Note Offer to Amend, on the terms and subject to the conditions of the PIK Note Offer to Amend.

The shares of Class A Common Stock issued to holders of Assumed Warrants or Senior PIK Notes who participated in the Exchange Offer or the PIK Note Offer to Amend, as applicable, were offered pursuant to the exemption provided in Section 4(a)(2) of the Securities Act and Rule 506 of Regulation D promulgated thereunder. In connection with the Exchange Offer, all holders of tendered Assumed Warrants represented that they were “accredited investors.” The holders of Assumed Warrants previously represented to the Company that they were “accredited investors” in connection with the transactions in which such holders acquired the Securities. Similarly, in connection with the PIK Note Offer to Amend, all participating holders of Senior PIK Notes represented that they were “accredited investors.”

Additionally, pursuant to the 2022 Bridge Debenture Release, two former holders of 2022 Bridge Debentures representing an aggregate Subscription Amount of \$10,500,000 executed a general release, and an aggregate of 70,350 shares of Class A Common Stock were issued to such former holders of the 2022 Bridge Debentures.

The shares of Class A Common Stock issued to the former holders of 2022 Bridge Debentures were offered pursuant to the exemption provided in Section 4(a)(2) of the Securities Act and Rule 506 of Regulation D promulgated thereunder. The former holders of 2022 Bridge Debentures represented that they are “accredited investors.”

2023 Private Placement

Pursuant to the terms of the SPAs and the Second Round SPAs, the Company issued in the 2023 Private Placement, over the course of two rounds (each with a first tranche closing and a second tranche closing), an aggregate of 92,938 shares of Class A Common Stock to three accredited investors (the “**Buyers**”) at a price of \$8.00 per share, for aggregate gross proceeds of \$743,500 and aggregate net proceeds of approximately \$477,150, after deducting placement agent fees and other offering expenses.

The shares of Class A Common Stock issued to the Buyers in the 2023 Private Placement were offered pursuant to the exemption provided in Section 4(a)(2) of the Securities Act and Rule 506 of Regulation D promulgated thereunder. The Buyers represented that they are “accredited investors.”

Shares for Services Agreements

On September 19, 2023, the Company issued 29,287 shares of Class A Common Stock (the “**MSK Payment Shares**”) and rights (the “**Rights**”) to receive 51,103 shares of Class A Common Stock (the “**Reserved Shares**”) to MSK in satisfaction of outstanding amounts payable to MSK in an aggregate amount equal to \$643,114 for legal services rendered, pursuant to the terms of the MSK Shares for Services Agreement.

On September 19, 2023, the Company issued 27,688 shares of Class A Common Stock (the “**JGUN Payment Shares**,” and together with the MSK Payment Shares, the “**Payment Shares**”) to JGUN in satisfaction of outstanding amounts payable to JGUN in an aggregate amount equal to \$221,500 for investment banking and advisory services rendered, pursuant to the terms of the JGUN Shares for Services Agreement.

On March 1, 2024, the Company issued 46,985 shares of the Company’s Class A Common Stock to MSK pursuant to the Shares for Services Agreement dated September 19, 2023.

On March 27, 2024, the Company issued 4,118 shares of the Company’s Class A Common Stock to MSK pursuant to the Shares for Services Agreement dated September 19, 2023.

The Payment Shares, the Rights and the Reserved Shares issued were offered pursuant to the exemption provided in Section 4(a)(2) of the Securities Act and Regulation D promulgated thereunder. Each investor represented that it is an “accredited investor.”

ClearThink Transaction

On October 13, 2023, the Company entered into a Strata Purchase Agreement, as supplemented by that certain Supplement to Strata Purchase Agreement, dated as of October 13, 2023 (the “**Strata Supplement**”), by and between the Company and ClearThink (as supplemented by the Strata Supplement, the “**Purchase Agreement**”), a Securities Purchase Agreement (the “**ClearThink SPA**”) and a Registration Rights Agreement (the “**Registration Rights Agreement**”), with ClearThink. Pursuant to the terms of the Purchase Agreement, ClearThink agreed to purchase from the Company from time to time upon delivery by the Company to ClearThink of request notices (each a “**Request Notice**”), up to \$2 million of Class A Common Stock (subject to certain limitations) over a 24-month period, commencing upon the satisfaction of certain conditions, including that the registration statement of which this prospectus forms a part is declared effective by the SEC. Pursuant to the terms of the Purchase Agreement, we issued 10,000 shares of Class A Common Stock (the “**Commitment Shares**”) to ClearThink as consideration for its commitment to purchase shares of Class A Common Stock under the Purchase Agreement.

Under the Purchase Agreement, on any business day selected by us, the Company may direct ClearThink to purchase the lesser of \$1,000,000 or 300% of the average number of shares traded for the 10 trading days prior to the closing request date, with a minimum request of \$25,000. The purchase price shall be 85% of the lowest daily VWAP during a valuation period of ten trading days consisting of the five trading days preceding the purchase date with respect to a Request Notice and five trading days commencing on the first trading day following delivery and clearing of the delivered shares (in each case, to be appropriately adjusted for any reorganization, recapitalization, non-cash dividend, stock split or other similar transaction that occurs on or after the date of the Purchase Agreement).

Pursuant to the terms of the ClearThink SPA, ClearThink agreed to purchase from the Company an aggregate of 20,000 restricted shares of Class A Common Stock for a total purchase price of \$200,000 in two closings. On each closing date, ClearThink purchased 10,000 restricted shares of Class A Common Stock for a purchase price of \$100,000. The first closing occurred on October 16, 2023 and the second closing occurred on October 24, 2023. The Company received cash proceeds from the issuance of \$186,000, which is net of fees.

The shares of Class A Common Stock issued and to be issued pursuant to the Purchase Agreement and the ClearThink SPA were, and will be, sold pursuant to an exemption from the registration requirements under Section 4(a)(2) of the Securities Act and Rule 506 of Regulation D promulgated thereunder. ClearThink represented that it is an “accredited investor” as that term is defined in Rule 501(a)(3) under the Securities Act.

Shares Issued Pursuant to License Agreement

Effective January 12, 2024, we entered into the License Agreement with KR8. Our Former Interim CEO and Interim CFO each are equity owners of KR8. Under the License Agreement, KR8 granted to us a limited, non-sublicensable, non-transferable perpetual license to use the “Licensor Products” listed in Exhibit A to the License Agreement, to develop, launch and maintain license applications based upon our epigenetic biomarker technology and software to develop an AI machine learning epigenetic APP to enhance health, wellness and longevity. The territory of the License Agreement is solely within the U.S., Canada and Mexico.

Under the License Agreement, we agreed to pay to KR8 an initial license and development fee of \$2,500,000, a monthly maintenance fee of \$50,000, and an ongoing royalty equal to 15% of “Subscriber Revenues,” as defined in the License Agreement, in accordance with the terms and subject to the minimums set forth in the schedules of the License Agreement. We agreed to reimburse KR8 for all reasonable travel and out-of-pocket expenses incurred in connection with the performance of the services under the License Agreement, in addition to payment of any applicable hourly rates. If we fail to timely pay the “Minimum Royalty,” as defined in the License Agreement, due with respect to any calendar year, the license will become non-exclusive.

The initial term of the License Agreement commences on the effective date of the License Agreement. Unless terminated earlier in accordance with the terms, the License Agreement will be perpetual. Either party may terminate the License Agreement, effective on written notice to the other party, if the other party materially breaches this License Agreement, and such breach remains uncured 30 days after the non-breaching party provides the breaching party with written notice of such breach, in which event, the non-breaching party will then deliver a second written notice to the breaching party terminating the License Agreement, in which event the License Agreement, and the licenses granted under the License Agreement, will terminate on the date specified in such second notice. Either party may terminate the License Agreement, effective immediately upon written notice to the other party, if the other party: (i) is unable to pay, or fails to pay, its debts as they become due; (ii) becomes insolvent, files or has filed against it, a petition for voluntary or involuntary bankruptcy or otherwise becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency law; (iii) makes or seeks to make a general assignment for the benefit of its creditors; or (iv) applies for or has appointed a receiver, trustee, custodian, or similar agent appointed by order of any court of competent jurisdiction to take charge of or sell any material portion of its property or business.

We may terminate the License Agreement at any time upon 90 days' notice to KR8 provided that, as a condition to such termination, we immediately cease using any Licensor Products. KR8 may terminate the License Agreement at any time upon 30 days' notice to us if we fail to pay any portion of the "Initial License Fee," as defined in the License Agreement.

Under the License Agreement, on January 19, 2024 we issued 130,000 shares of Class A Common Stock to KR8. On October 23, 2024, we issued 23,704 to KR8 under the License Agreement. The shares were offered pursuant to the exemption provided in Section 4(a)(2) of the Securities Act and Regulation D promulgated thereunder. KR8 represented that it was an "accredited investor." No commissions were paid in connection with the sales of the shares to KR8.

Shares Issued Under Smithline Exchange Agreement

On June 3, 2024, the Company issued 50,699 shares of the Company's Class A Common Stock to Smithline Family Trust II ("**Smithline**") pursuant to the Exchange Agreement dated May 28, 2024 (the "**Agreement**").

On June 7, 2024, the Company issued 53,230 shares of the Company's Class A Common Stock to Smithline pursuant to the Agreement.

On June 25, 2024, the Company issued 8,060 shares of the Company's Class A Common Stock to Smithline pursuant to the Exchange Agreement.

On August 8, 2024, the Company issued 22,135 shares of the Company's Class A Common Stock to Smithline pursuant to the Exchange Agreement.

On October 10, 2024, the Company issued 45,770 shares of the Company's Class A Common Stock to Smithline pursuant to the Exchange Agreement.

On November 12, 2024, the Company issued 22,295 shares of the Company's Class A Common Stock to Smithline pursuant to the Exchange Agreement.

On December 18, 2024, the Company issued 87,208 shares of the Company's Class A Common Stock to Smithline pursuant to the Exchange Agreement.

On December 20, 2024, the Company issued 34,500 shares of the Company's Class A Common Stock to Smithline pursuant to the Exchange Agreement.

The Company issued 119,103 shares of Class A Common Stock in January 2025, 75,350 shares of Class A Common Stock in February 2025, 134,050 shares of Class A Common Stock in March 2025 and, 121,591 shares of Class A Common Stock in April 2025 pursuant to the Exchange Agreement.

The securities issued above were made in reliance upon the exemption from securities registration afforded by Section 3(a)(9) of the Securities Act.

Shares Issued Under Myrtle SEA

As a result of the closing of the Myrtle SEA, the Company issued 102,363 shares of Class A Common Stock to RHI as partial consideration of the Myrtle Purchase Price.

The securities issued above were made in reliance upon the exemption from securities registration afforded by Section 4(a)(2) of the Securities Act and Rule 506(b) of Regulation D under the Securities Act, based in part on the representations of the investors. There were no sales commissions paid pursuant to these transactions.

Shares Issued for Senior Notes

As a result of the issuance of the senior note in the principal amount of \$840,000, the Company issued 110,876 shares of Class A Common Stock to a note purchaser.

The securities issued above were made in reliance upon the exemption from securities registration afforded by Section 4(a)(2) of the Securities Act and Rule 506(b) of Regulation D under the Securities Act, based in part on the representations of the investors. There were no sales commissions paid pursuant to these transactions.

Shares Issued for Consulting Services

On March 5, 2024, the Company issued 45,000 shares of the Company's Class A Common Stock to Tysadco Partners under the Corporate Development Advisory Agreement dated effective February 26, 2024.

On July 25, 2024, the board of directors of the Company approved FOXO entering into the Corporate Development Advisory Agreement with C L Talent Inc. ("**C. L. Talent**"), (the "**Talent Agreement**"). As compensation for services to be provided under the Talent Agreement, FOXO issued to C. L. Talent 150,000 shares of the Company's Class A Common Stock.

The securities issued above were made in reliance upon the exemption from securities registration afforded by Section 4(a)(2) of the Securities Act and Rule 506(b) of Regulation D under the Securities Act, based in part on the representations of the investors. There were no sales commissions paid pursuant to these transactions.

Convertible Promissory Notes and Commitment Shares

On April 28, 2024, we entered into a Securities Purchase Agreement with LGH Investments, LLC, a Wyoming limited liability company ("**LGH**"), pursuant to which we issued to LGH a convertible promissory note in the principal amount of \$110,000 and 20,000 shares of Class A Common Stock as inducement shares to LGH. The note has a beneficial ownership limitation of 4.99%.

On May 15, 2024, we entered into a Securities Purchase Agreement with ClearThink, pursuant to which the Company issued to ClearThink a convertible promissory note in the initial principal amount of \$300,000 and 20,000 shares of Class A Common Stock as inducement shares. The note has a beneficial ownership limitation of 4.99%. We entered two separate amendments to the note with ClearThink which required the issuance of an additional 30,000 shares of Class A Common Stock.

On November 15, 2024, we entered into a Securities Purchase Agreement with LGH, pursuant to which we issued to LGH a convertible promissory note in the initial principal amount of \$220,000 and 12,500 shares of Class A Common Stock as inducement shares to LGH. The note has a beneficial ownership limitation of 4.99%.

On November 18, 2024, we entered into a Securities Purchase Agreement with Lucas Ventures, LLC ("**Lucas**"), pursuant to which we issued to Lucas a convertible promissory note in the initial principal amount of \$220,000 and 12,500 shares of Class A Common Stock as inducement shares to Lucas. The note has a beneficial ownership limitation of 4.99%.

On November 20, 2024, we entered into a Securities Purchase Agreement with ClearThink, pursuant to which we issued to ClearThink a convertible promissory note in the initial principal amount of \$220,000 and 12,500 shares of Class A Common Stock as inducement shares to ClearThink. The note has a beneficial ownership limitation of 4.99%.

On December 31, 2024, we entered into a Securities Purchase Agreement with ClearThink, pursuant to which we issued to ClearThink a convertible promissory note in the initial principal amount of \$220,000 and 12,500 shares of Class A Common Stock are issuable as inducement shares to ClearThink. The note has a beneficial ownership limitation of 4.99%.

On January 21, 2025, we entered into a Securities Purchase Agreement with 1800 Diagonal, pursuant to which we issued to 1800 Diagonal a convertible promissory note in the initial principal amount of \$168,728. The note has a beneficial ownership limitation of 4.99%.

On January 28, 2025, we entered into a Securities Purchase Agreement with ClearThink, pursuant to which we issued to ClearThink a convertible promissory note in the initial principal amount of \$121,000 and 6,250 shares of Class A Common Stock are issuable as inducement shares to ClearThink. The note has a beneficial ownership limitation of 4.99%.

On February 24, 2025, we entered into a Securities Purchase Agreement with 1800 Diagonal, pursuant to which we issued to 1800 Diagonal a convertible promissory note in the initial principal amount of \$112,746. The note has a beneficial ownership limitation of 4.99%.

On January 7, 2025, we entered into a Securities Purchase Agreement with Jefferson Street Capital LLC (“JSC”) pursuant to which we agreed to issue to JSC convertible promissory notes in the principal amount of up to \$1,650,000 and up to a total number of shares of the Company’s Class A Common Stock as a commitment fee equal to 10% of the purchase price of each of the notes divided by the average VWAP of the Common Stock during the five Trading Days (as defined in the notes) prior to the issuance date of the respective notes. The per share conversion price into which principal and interest under each note is convertible into shares of the Company’s Class A Common Stock equals the higher of (i) \$0.01 or (ii) the 90% of the lowest daily VWAP on any trading day during the five trading days prior to the respective conversion date. On January 7, 2025, the Company issued to JSC a convertible promissory note in the principal amount of \$291,500 and 8,696 commitment shares of the Company’s Class A Common Stock were issued pursuant to this issuance. On March 6, 2025, the Company issued to JSC a convertible promissory note in the principal amount of \$147,015 and 7,160 commitment shares of the Company’s Class A Common Stock were issued pursuant to this issuance.

The securities issued above were made in reliance upon the exemption from securities registration afforded by Section 4(a)(2) of the Securities Act and Rule 506(b) of Regulation D under the Securities Act, based in part on the representations of the investors. There were no sales commissions paid pursuant to these transactions.

Convertible Note Offering

On February 27, 2025, the Company’s Board of Directors approved a convertible promissory note offering of up to \$1.5 million of convertible promissory notes.

Three notes were issued on February 27, March 4, and March 7, 2025, respectively, pursuant to this totaling \$302,500 and 25,000 commitment shares of the Company’s Class A Common Stock are issuable pursuant to these note issuances.

The securities issued above were made in reliance upon the exemption from securities registration afforded by Section 4(a)(2) of the Securities Act and Rule 506(b) of Regulation D under the Securities Act, based in part on the representations of the investors.

Shares Issued Pursuant to Note Conversions

On November 11, 2024, LGH Investments, LLC was issued 36,000 shares of Class A Common Stock pursuant to a note conversion.

On November 11, 2024, IG Holdings was issued 22,500 shares of Class A Common Stock pursuant to a note conversion.

On November 18, 2024, IG Holdings was issued 19,000 shares of Class A Common Stock pursuant to a note conversion.

On November 26, 2024, ClearThink was issued 33,334 shares of Class A Common Stock pursuant to a note conversion.

On December 13, 2024, ClearThink was issued 32,000 shares of Class A Common Stock pursuant to a note conversion.

On January 2, 2025, ClearThink was issued 65,248 shares of Class A Common Stock pursuant to a note conversion.

On January 15, 2025, we issued 4,334 shares of our Class A Common Stock in exchange for the balance of our promissory note issued to LGH Investments on April 3, 2024.

In January 2025, we issued 118,650 shares of our Class A Common Stock in exchange for the balance of our promissory note issued to 1800 Diagonal on July 22, 2024.

The securities issued above were made in reliance upon the exemption from securities registration afforded by Section 3(a)(9) of the Securities Act.

Shares Issued Pursuant to Finder's Fee Agreement

On January 13, 2025, we issued to J.H. Darbie & Co., Inc. 21,286 shares of Class A Common Stock pursuant to the Finder's Fee Agreement and 1,587 share of Class A Common Stock were issued for services provided under a placement agreement.

The securities issued above were made in reliance upon the exemption from securities registration afforded by Section 4(a)(2) of the Securities Act and Rule 506(b) of Regulation D under the Securities Act, based in part on the representations of the investor. There were no sales commissions paid pursuant to this transaction.

Shares Issued Pursuant to Exchange Agreements

On January 3, 2024, we issued to ClearThink a promissory note in the principal amount of \$75,000. On January 3, 2025, we entered into an Exchange Agreement with ClearThink pursuant to which the note was exchanged for 32,475 shares of Class A Common Stock.

On January 30, 2024, we issued to ClearThink a promissory note in the principal amount of up to \$750,000 (\$408,000 of which funded and \$612,000 of which is currently owing). On January 10, 2025, we entered into an Exchange Agreement with ClearThink pursuant to which \$200,000 owing under the note was exchanged for 77,322 shares of Class A Common Stock. On January 27, 2025, we entered into an Exchange Agreement with ClearThink pursuant to which \$250,000 owing under the note was exchanged for 96,652 shares of Class A Common Stock. On March 18, 2025, we entered into an Exchange Agreement with ClearThink pursuant to which the remaining \$241,380 owing under the note was exchanged for 160,920 shares of Class A Common Stock.

The securities issued above were made in reliance upon the exemption from securities registration afforded by Section 3(a)(9) of the Securities Act.

Shares Issued Pursuant to Silverback Note

On August 10, 2021, SCCH and RHI issued a convertible promissory note to Western Healthcare, LLC in the principal amount of \$1,583,007. On February 26, 2025, the note was subsequently assigned/sold by Western Healthcare, LLC to Silverback Capital Corporation. We have assumed all obligations and liabilities under the note by issuing the Amended and Restated Convertible Promissory Note in the principal amount of \$1,080,357 issued to the Silverback (the "**Silverback Note**"). The Silverback Note is convertible, in whole or in part, into shares of Common Stock, at 90% (representing a discount rate of 10%) multiplied by the average VWAP of the five trading days immediately prior to the date the Conversion Notice is tendered by the holder. The Silverback Note shall bear no interest and the principal will be due and payable on February 26, 2026.

As of May 2, 2025, we have issued an aggregate of 259,900 shares of Common Stock to Silverback pursuant to conversions of the Silverback Note.

The securities issued above were made in reliance upon the exemption from securities registration afforded by Section 3(a)(9) of the Securities Act.

Series A Preferred Stock Issuances

On December 5, 2024, we entered into the Exchange Agreement with RCHI and RHI. Pursuant to the Exchange Agreement, \$21,000,000 of the principal of the Note was exchanged for 21,000 shares (the "**Exchange Shares**") of the Company's Series A Preferred Stock. The Exchange Agreement closed on December 5, 2024.

On December 6 and 7, 2024, respectively, we received three separate letter requests from the Purchaser to exchange an aggregate of \$2,240,000 into \$2,464,000 of \$1,000 stated value Series A Preferred Stock (2,464 shares).

On April 4, 2025, the Company sold 375 shares of its Series A Preferred Stock to an institutional investor for \$325,000.

On April 15, 2025, the Company sold 275 shares of its Series A Preferred Stock to an institutional investor for \$275,000.

The securities issued above were made in reliance upon the exemption from securities registration afforded by Section 4(a)(2) of the Securities Act and Rule 506(b) of Regulation D under the Securities Act, based in part on the representations of the investors. There were no sales commissions paid pursuant to these transactions.

Shares Issued Pursuant to Series A Conversions

On December 30, 2024, a holder of Series A Preferred Stock was issued 200,000 shares of Class A Common Stock pursuant to the conversion of 517.05 shares of Series A Preferred Stock.

On December 31, 2024, a holder of Series A Preferred Stock was issued 52,500 shares of Class A Common Stock pursuant to the conversion of 135.7965 shares of Series A Preferred Stock.

On January 2, 2025, a holder of Series A Preferred Stock was issued 104,831 shares of Class A Common Stock pursuant to the conversion of 271.1535 shares of Series A Preferred Stock.

In February 2025, a holder of Series A Preferred Stock was issued 146,015 shares of Class A Common Stock pursuant to the conversions of 308 shares of Series A Preferred Stock.

The securities issued above were made in reliance upon the exemption from securities registration afforded by Section 3(a)(9) of the Securities Act.

Series B Preferred Stock Issuances

On January 17, 2025, a shareholder of the Company acted by way of non-unanimous majority written consent action (in lieu of a special meeting of stockholders) to approve the automatic exchange of Senior PIK Notes. Effective as of 5:00 pm Eastern Time on January 22, 2025, the automatic exchange was completed and an aggregate of 3,457.5 shares of Series B Preferred Stock were issued to the holders of Senior PIK Notes and the Senior PIK Notes were cancelled and satisfied in full.

The securities issued above were made in reliance upon the exemption from securities registration afforded by Section 3(a)(9) of the Securities Act.

Series C Preferred Stock Issuances

On December 27, 2024, a holder of Senior PIK Notes acquired 120 shares of Series C Preferred Stock for \$100,000 and in doing so, on January 17, 2025, exchanged 100 shares of Series B Preferred Stock for 150 shares of Series C Preferred Stock.

On February 28, 2025 a previous holder of Senior PIK Notes purchased 60 shares of Series C Preferred Stock for \$50,000 and, in doing so, exchanged 50 shares of Series B Preferred Stock for 75 shares of Series C Preferred Stock.

The securities issued above were made in reliance upon the exemption from securities registration afforded by Section 4(a)(2) of the Securities Act and Rule 506(b) of Regulation D under the Securities Act and Section and 3(a)(9) of the Securities Act, based in part on the representations of the investors.

Series D Preferred Stock Issuances

On December 5, 2024, we entered into the White Termination Agreement pursuant to which the Services Agreement is to be terminated. The agreement provided for the issuance of 3,000 shares of Series D Preferred Stock (as defined) pursuant to the KR8 Termination Agreement (as defined) in full satisfaction of all amounts owing to KR8 under the MSSA.

On December 23, 2024, we entered into the Shares for Services Agreement with Mitchell Silberberg & Knupp LLP (“**MSK**”). Pursuant to the agreement, we agreed to issue to MSK 1,311.70 shares of Series D Preferred Stock in satisfaction of the \$1,107,406 owed to MSK for legal services previously provided by MSK to the Company.

The securities issued above were made in reliance upon the exemption from securities registration afforded by Section 4(a)(2) of the Securities Act and Rule 506(b) of Regulation D under the Securities Act, based in part on the representations of the investors. There were no sales commissions paid pursuant to these transactions.

Finder’s Agreement and Commissions

We are required to pay commissions to J.H. Darbie & Co., Inc. (“J.H. Darbie”) pursuant to various agreements below.

Private Placement Engagement

On July 25, 2024, FOXO engaged J.H. Darbie, on an exclusive basis, to provide services in connection with private placements (the “Engagement”). The term of the Engagement was 120 days, subject to early termination provisions in the Engagement. Under the Engagement, J.H. Darbie has a right of first refusal for all financing, cash, common stock or convertible securities, debt or equity, for six months after the termination of the Engagement. As compensation for the services performed under the Engagement, the Company issued to J. H. Darbie 13,896 shares of its Class A Common Stock valued at \$30,000 effective in January 2025.

As additional compensation for the services to be rendered by J.H. Darbie under the Engagement, FOXO will (i) pay a cash fee to J.H. Darbie equal to 3% of the principal amount of the securities to be exchanged and 5% of gross proceeds raised from the sale of the securities to customers of J.H. Darbie; and (ii) issue to J.H. Darbie warrants to purchase a number of shares of the Company’s Class A Common Stock equal to the cash fee.

On November 7, 2024, FOXO and J.H. Darbie entered into an amendment to the Engagement pursuant to which the compensation for the services to be rendered by J.H. Darbie was revised to a cash fee equal to \$175,000 for advising, 10% of gross proceeds raised from the sale of the securities to customers of J.H. Darbie, and Common Stock with value equal to 5% of the cash fee. The common stock issued will have piggyback rights and be priced at the closing price the date the offering closes.

On November 22, 2024, FOXO and J.H. Darbie entered into an amendment to the Engagement pursuant to which the scope of the engagement was revised to an exchange of debt from existing lenders of FOXO to equity. During the year ended December 31, 2024, no shares or warrants were issued to J.H. Darbie under this Engagement.

Finder’s Fee Agreement

On October 9, 2023, the Company entered into the Finder’s Agreement, by and between the Company and the finder. Pursuant to the Finder’s Agreement the Company agreed to pay the Finder a cash fee equal to 4% of the gross proceeds received by the Company from the equity transactions contemplated by the Second Strata Purchase Agreement. The Company also agreed to issue to the finder a 5-year warrant to purchase shares of the Company’s Class A Common Stock equal to 1% warrant coverage based on the amount raised from the equity transactions with an exercise price per share equal to 110% of the transaction (as defined in the Finder Agreement) or the public market closing price of the Company’s Common Stock on the date of the transaction, whichever is lower, subject to anti-dilutive price protection and participating registration rights. In addition, under the Finder Agreement, the Company was obligated to pay the finder a 3% to 7% cash fees and 7% warrant coverage based on the gross cash proceeds from the issuances of the certain promissory notes payable.

Pursuant to the terms of the Finder's Agreement, discussed above, and in connection with a private placement of the Company's Class A Common Stock under the Strata Purchase Agreement during the three months ended December 31, 2023, which is discussed above, the Company issued or was obligated to issue to the Finder 25,672 warrants to acquire shares of the Company's common stock under the terms of the Finder's Agreement. The warrants had a five-year term and were exercisable into shares of the Company's Class A Common Stock at a weighted average exercise price of \$1.324 per share. In addition, in connection with the issuances of the ClearThink Notes, the LGH Note Payable and IG Note Payable through August 22, 2024, the Company was obligated to issue 191,179 additional warrants to purchase shares of the Company's common stock under the terms of the Finder's Agreement. The additional warrants had a five-year term and were exercisable into shares of the Company's Class A Common Stock at a weighted average exercise price of \$0.324 per share.

On August 22, 2024, the Company entered into an amendment to the Finder Agreement (the "Amended Finder's Agreement") in which the Company agreed to issue to the Finder 44,673 shares of its Class A Common Stock for the termination of all the Finder's common stock warrants and outstanding cash fees owed as of that date. Also, pursuant to the Amended Finder's Agreement, the Finder will no longer receive a cash fee for any equity/convertible debt financing except for an equity line of credit in which case the cash fee will be 4%. Compensation for an equity/convertible debt financing will be made in the form of common stock equal to 14% of the gross proceeds of an equity/convertible debt financing and 10% of a non-dilutive debt financing.

Item 16. Exhibits and financial statement schedules.

Exhibit No.	Description	Included	Form	Referenced Exhibit	Filing Date
2.1+	<u>Agreement and Plan of Merger, dated as of February 24, 2022, by and among Delwinds Insurance Acquisition Corp., FOXO Technologies Inc., DWIN Merger Sub Inc., and DIAC Sponsor LLC, in its capacity as Purchaser Representative thereunder.</u>	By Reference	8-K	2.1	March 2, 2022
2.2	<u>Amendment to Agreement and Plan of Merger, dated as of April 26, 2022, by and among Delwinds Insurance Acquisition Corp., FOXO Technologies Inc. and DIAC Sponsor LLC, in its capacity, as Purchaser Representative.</u>	By Reference	8-K	2.1	April 27, 2022
2.3	<u>Amendment No. 2 to Agreement and Plan of Merger, dated as of July 6, 2022, by and among Delwinds Insurance Acquisition Corp., FOXO Technologies Inc. and DIAC Sponsor LLC, in its capacity as Purchaser Representative.</u>	By Reference	8-K	2.1	July 6, 2022
2.4	<u>Amendment No. 3 to Agreement and Plan of Merger, dated as of August 12, 2022, by and among Delwinds Insurance Acquisition Corp., FOXO Technologies Inc. and DIAC Sponsor LLC, in its capacity as Purchaser Representative.</u>	By Reference	8-K	2.1	August 12, 2022
2.5	<u>Merger Agreement, dated January 10, 2023, by and between (i) FOXO Technologies Inc., (ii) FOXO Life Insurance Company (fka Memorial Insurance Company of America), (iii) FOXO Life, LLC and (iv) Security National Life Insurance Company.</u>	By Reference	8-K	2.1	January 12, 2023

3.1	Certificate of Incorporation of FOXO Technologies Inc.	By Reference	8-K	3.1	September 21, 2022
3.2	Certificate of Amendment to Certificate of Incorporation of FOXO Technologies Inc. filed October 31, 2023.	By Reference	8-K	3.1	November 2, 2023
3.3	Certificate of Amendment to Certificate of Incorporation filed April 22, 2025	By Reference	8-K	3.1	April 28, 2025
3.3	Amended and Restated Bylaws	By Reference	8-K	3.1	October 25, 2024
3.4	Certificate of Designation filed with the Delaware Secretary of State on October 18, 2024	By Reference	8-K	3.1	October 23, 2024
3.5	Amended and Restated Certificate of Designation for Series A Preferred Stock filed with the Delaware Secretary of State on December 27, 2024	By Reference	8-K	3.1	January 2, 2025
3.6	Certificate of Designation for Series B Preferred Stock filed with the Delaware Secretary of State on November 27, 2024	By Reference	8-K	3.1	December 4, 2024
3.7	Certificate of Designation for Series C Preferred Stock filed with the Delaware Secretary of State on November 27, 2024	By Reference	8-K	3.2	December 4, 2024
3.8	Certificate of Designation for Series D Preferred Stock filed with the Delaware Secretary of State on December 6, 2024	By Reference	8-K	3.1	December 10, 2024
3.9	Amendment to the Certificate of Designation filed with the Delaware Secretary of State on March 31, 2025	By Reference	8-K	3.1	April 4, 2025
4.1	Warrant Agreement, dated December 10, 2020, between Delwinds and Continental Stock Transfer & Trust Company, as Warrant Agent.	By Reference	8-K	4.1	December 16, 2020
4.2	Form of Assumed Warrant.	By Reference	8-K	4.2	September 21, 2022
4.3	Form of 15% Senior Promissory Note.	By Reference	8-K	4.3	September 21, 2022
4.4	Demand Promissory Note.	By Reference	8-K	10.3	September 19, 2023
4.5	Demand Promissory Note 2.	By Reference	8-K	4.1	October 5, 2023
4.6	Promissory Note issued on January 30, 2024 to ClearThink Capital Partners, LLC in the principal amount of up to \$750,000	By Reference	10-Q	4.1	June 28, 2024
4.7	Form of Senior Note	By Reference	8-K	4.1	June 18, 2024
4.8	Senior Note issued by Rennova Community Health, Inc. to Rennova Health, Inc. on December 5, 2024	By Reference	8-K	4.1	December 10, 2024

4.9	<u>Promissory Note in the Principal Amount of \$500,000 issued to Mark White</u>	By Reference	8-K	4.2	December 10, 2024
5.1	<u>Opinion of Business Legal Advisors, LLC</u>	Filed Herewith			
10.1	<u>Investment Management Trust Agreement, dated December 10, 2020, by and between the Delwinds and Continental Stock Transfer & Trust Company, as trustee.</u>	By Reference	8-K	10.2	December 16, 2020
10.2	<u>Registration Rights Agreement, dated December 10, 2020, by and among Delwinds and certain security holders.</u>	By Reference	8-K	10.3	December 16, 2020
10.3	<u>Securities Subscription Agreement, dated May 28, 2020, by and between Delwinds and DIAC Sponsor LLC.</u>	By Reference	S-1	10.5	September 11, 2020
10.4	<u>Form of Backstop Subscription Agreements, dated February 24, 2022, by and between Delwinds and the Subscription investors thereto.</u>	By Reference	8-K	10.6	March 2, 2022
10.5	<u>FOXO Technologies Inc. 2022 Equity Incentive Plan, as amended.</u>	By Reference	8-K	10.5	May 30, 2023
10.6	<u>2022 Management Contingent Share Plan (including Notice of Grant)</u>	By Reference	S-4/A	10.9	August 26, 2022
10.7	<u>FOXO Technologies Inc. 2020 Equity Incentive Plan.</u>	By Reference	8-K	10.7	September 21, 2022
10.8	<u>Form of FOXO Technologies Inc. 2020 Equity Incentive Plan Award Agreements.</u>	By Reference	8-K	10.8	September 21, 2022
10.9	<u>Common Stock Purchase Agreement, dated as of February 24, 2022, by and between Delwinds and Cantor.</u>	By Reference	8-K	10.4	March 2, 2022
10.10	<u>Registration Rights Agreement, dated as of February 24, 2022, by and between Delwinds and Cantor.</u>	By Reference	8-K	10.5	March 2, 2022
10.11	<u>Form of Lock-Up Agreement, dated as of February 24, 2022, by and among Delwinds, the Purchaser Representative and the stockholders of FOXO party thereto.</u>	By Reference	8-K	10.2	March 2, 2022
10.12	<u>Form of Voting Agreement, dated as of February 24, 2022, by and among Delwinds, FOXO and the stockholders of FOXO party thereto.</u>	By Reference	8-K	10.1	March 2, 2022

10.13	Form of Non-Competition Agreement, effective as of February 24, 2022, by and among Delwinds, FOXO and the stockholders of FOXO party thereto.	By Reference	8-K	10.3	March 2, 2022
10.14	Forward Share Purchase Agreement, dated September 13, 2022, by and between (i) Delwinds, (ii) Meteora Special Opportunity Fund I, LP, a Delaware limited partnership (“MSOF”), (iii) Meteora Select Trading Opportunities Master, LP, a Cayman Islands limited partnership (“MSTO”) and (iv) Meteora Capital Partners, LP, a Delaware limited partnership.	By Reference	8-K	10.14	September 21, 2022
10.15+	Form of Revised Backstop Subscription Agreement, dated September 13, 2022.	By Reference	8-K	10.15	September 21, 2022
10.16	Insider Letter Amendment.	By Reference	8-K	10.16	September 21, 2022
10.17*	Form of Indemnification Agreement.	By Reference	8-K	10.17	September 21, 2022
10.18+	Form of Senior Promissory Note Purchase Agreement.	By Reference	8-K	10.18	September 21, 2022
10.19	Placement Agency Agreement.	By Reference	8-K	10.19	September 21, 2022
10.20	Form of Lock-Up Release Agreement.	By Reference	8-K	10.20	September 21, 2022
10.21+	Form of Securities Purchase Agreement, dated as of January 25 2021, by and among FOXO Technologies Inc. (now known as FOXO Technologies Operating Company) and purchaser signatories thereto.	By Reference	10-Q	10.10	November 21, 2022
10.22*	Employment Agreement of Jon Sabes.	By Reference	10-Q	10.11	November 21, 2022
10.23*	Tyler Danielson’s Offer Letter.	By Reference	10-Q	10.12	November 21, 2022
10.24*	Employment Agreement of Robby Potashnick.	By Reference	10-Q	10.13	November 21, 2022
10.25*	Amended and Restated Employment Agreement of Brian Chen.	By Reference	S-1	10.25	December 23, 2022
10.26*	Michael Will’s Offer Letter.	By Reference	10-Q	10.15	November 21, 2022
10.27	Amended and Restated Securities Purchase Agreement.	By Reference	8-K	10.1	May 30, 2023
10.28	Exchange Offer General Release Agreement.	By Reference	8-K	10.2	May 30, 2023
10.29	Amendment No. 1 to Senior Promissory Note Purchase Agreement.	By Reference	8-K	10.3	May 30, 2023

10.30	<u>PIK Note Offer to Amend General Release Agreement.</u>	By Reference	8-K	10.4	May 30, 2023
10.31	<u>Amendment No. 1 to Senior Promissory Note</u>	By Reference	10-K	10.31	April 15, 2025
10.32	<u>Form of General Release Agreement.</u>	By Reference	8-K	10.1	June 22, 2023
10.33	<u>Form of Stock Purchase Agreement.</u>	By Reference	8-K	10.1	July 20, 2023
10.34	<u>Form of Registration Rights Agreement.</u>	By Reference	8-K	10.2	July 20, 2023
10.35	<u>Shares for Services Agreement, dated as of September 19, 2023, by and between FOXO Technologies Inc. and Mitchell Silberberg & Knupp LLP.</u>	By Reference	8-K	10.1	September 19, 2023
10.36	<u>Shares for Services Agreement, dated as of September 19, 2023, by and between FOXO Technologies Inc. and Joseph Gunner & Co., LLC.</u>	By Reference	8-K	10.5	October 16, 2023
10.37*	<u>Interim Employment Agreement of Mark White.</u>	By Reference	8-K	10.4	September 19, 2023
10.38*	<u>Interim Employment Agreement of Martin Ward.</u>	By Reference	8-K	10.5	September 19, 2023
10.39	<u>Strata Purchase Agreement, dated as of October 13, 2023, by and between the Company and ClearThink Capital Partners, LLC.</u>	By Reference	8-K	10.1	October 16, 2023
10.40	<u>Supplement to Strata Purchase Agreement, dated as of October 13, 2023, by and between the Company and ClearThink Capital Partners, LLC.</u>	By Reference	8-K	10.2	October 16, 2023
10.41	<u>Amendment No. 1 dated August 13, 2024 to the Strata Purchase Agreement dated October 13, 2023 with ClearThink Capital Partners, LLC</u>	By Reference	10-Q	10.5	November 14, 2024
10.42	<u>Securities Purchase Agreement, dated as of October 13, 2023, by and between the Company and ClearThink Capital Partners, LLC.</u>	By Reference	8-K	10.3	October 16, 2023
10.43	<u>Registration Rights Agreement, dated as of October 13, 2023, by and between the Company and ClearThink Capital Partners, LLC.</u>	By Reference	8-K	10.4	October 16, 2023
10.44	<u>Master Software and Services Agreement with KR8 AI Inc. effective January 12, 2024</u>	By Reference	8-K	99.1	January 19, 2024

10.45	Termination Agreement dated December 6, 2024 by and between FOXO Technologies Inc. and KR8 AI Inc.	By Reference	8-K	99.5	December 10, 2024
10.46	Amendment No. 1 to Termination Agreement dated effective December 6, 2024 by and between FOXO Technologies Inc. and KR8 AI Inc.	By Reference	10-K	10.46	April 15, 2025
10.47	Settlement Agreement, dated November 7, 2023, by and between Smithline Family Trust II, as Assignee of Puritan Partners LLC, on the one hand, and FOXO Technologies Inc. and its subsidiaries, on the other hand.	By Reference	8-K	10.1	November 13, 2023
10.48	Mutual Release, dated November 7, 2023, by and between Smithline Family Trust II, Puritan Partners LLC, and FOXO Technologies Inc.	By Reference	8-K	10.2	November 13, 2023
10.49	Letter Agreement, dated October 29, 2023, by and between FOXO Technologies Inc. and KR8 AI Inc.	By Reference	8-K	10.1	November 2, 2023
10.50	Finder's Fee Agreement, dated as of October 9, 2023, between the Company and J.H. Darbie & Co., Inc.	By Reference	S-1/A	10.42	October 25, 2023
10.51	Exchange Agreement with Smithline Family Trust II dated May 28, 2024	By Reference	10-Q	10.1	August 19, 2024
10.52	Corporate Development Advisory Agreement dated July 25, 2024 with C.L. Talent Inc.	By Reference	10-Q	10.1	November 19, 2024
10.53	Advisory Agreement July 25, 2024 with J.H. Darbie & Co., Inc.	By Reference	10-Q	10.2	November 19, 2024
10.54	Engagement of J.H. Darbie & Co., Inc. dated July 25, 2024	By Reference	10-Q	10.3	November 19, 2024
10.55*	Services Agreement July 25, 2024 with Mark White	By Reference	10-Q	10.4	November 19, 2024
10.56*	Termination of Employment, Settlement and Mutual Release Agreement December 5, 2024 by and between FOXO Technologies Inc., Rennova Health, Inc., and Mark White	By Reference	8-K	99.3	December 10, 2024
10.57	Registration Rights Agreement dated December 5, 2024 by and between FOXO Technologies Inc. and KR8 AI Inc.	By Reference	8-K	99.4	December 10, 2024
10.58	Purchase Agreement dated January 30, 2024 with ClearThink Capital Partners, LLC	By Reference	10-Q	10.1	June 28, 2024

10.59	Form of Securities Purchase Agreement for Senior Notes	By Reference	8-K	99.1	June 18, 2024
10.60	Share Exchange Agreement dated June 10, 2024 by, between, and among FOXO Technologies Inc., Myrtle Recovery Centers, Inc., and Rennova Health, Inc.	By Reference	8-K	99.1	June 13, 2024
10.61	Share Exchange Agreement dated June 10, 2024 by and among FOXO Technologies Inc., Rennova Community Health, Inc., and Rennova Health, Inc.	By Reference	8-K	99.2	June 13, 2024
10.62	Exchange Agreement dated December 5, 2024 by, between, and among FOXO Technologies Inc., Rennova Community Health, Inc., and Rennova Health, Inc.	By Reference	8-K	99.1	December 10, 2024
10.63	Registration Rights Agreement dated December 5, 2024 by and between FOXO Technologies Inc. and Rennova Health, Inc.	By Reference	8-K	99.2	December 10, 2024
10.64	Shares for Services Agreement dated December 23, 2024 with Mitchell Silberberg & Knupp LLP	By Reference	8-K	99.1	December 27, 2024
10.65	Registration Rights Agreement dated December 23, 2024 with Mitchell Silberberg & Knupp LLP	By Reference	8-K	99.2	December 27, 2024
10.66*	Independent Director Agreement with Bret Barnes dated July 24, 2024	By Reference	10-K	10.66	April 15, 2025
10.67*	Independent Director Agreement with Francis Colt deWolf III dated January 22, 2024	By Reference	10-K	10.67	April 15, 2025
10.68*	Services Agreement by and between FOXO Labs, Inc. and Mark White dated December 6, 2024	By Reference	10-K	10.68	April 15, 2025
10.69	Registration Rights Agreement with Sabby Volatility Warrant Master Fund, Ltd. dated April 4, 2025	Filed Herewith			
14.1	Code of Conduct and Ethics.	By Reference	8-K	14.1	September 21, 2022
16.1	Letter from Grant Thornton LLP to the SEC dated September 21, 2022.	By Reference	8-K	16.1	September 21, 2022
16.2	Letter dated June 15, 2023 from KPMG LLP to the U.S. Securities and Exchange Commission.	By Reference	8-K	16.1	June 15, 2023
16.3	Letter from EisnerAmper LLP Dated January 5, 2024 Regarding Change in Certifying Accountant	By Reference	8-K	16.1	January 5, 2024
21.1	List of Subsidiaries.	By Reference	10-K	21.1	April 15, 2025

23.1	Consent of Kreit & Chiu CPA LLP, independent registered public accounting firm of FOXO Technologies Inc.	Filed Herewith			
23.2	Consent of Business Legal Advisors, LLC (included in Exhibit 5.1).				
24.1	Power of Attorney (included on the signature page of the initial filing of this registration statement).				
97.1	Clawback Policy	By Reference	10-K	97.1	June 6, 2024
101.INS#	Inline XBRL Instance Document.				
101.SCH#	Inline XBRL Taxonomy Extension Schema.				
101.CAL#	Inline XBRL Taxonomy Extension Calculation Linkbase Document.				
101.DEF#	Inline XBRL Taxonomy Extension Definition Linkbase Document.				
101.LAB#	Inline XBRL Taxonomy Extension Label Linkbase Document.				
101.PRE#	Inline XBRL Taxonomy Extension Presentation Linkbase Document				
104	Cover Page Interactive Data File (embedded within the Inline XBRL document).				
107	Filing Fee Table	Filed Herewith			
+ The schedules and exhibits to this agreement have been omitted pursuant to Item 601(a)(5) of Regulation S-K. A copy of any omitted schedule and/or exhibit will be furnished to the SEC upon request.					
* Indicates management contract or compensatory plan or arrangement.					
# Filed as exhibits to the Company's Form 10-K for the year ended December 31, 2024 with corresponding exhibit numbers, and incorporated herein by reference.					

Item 17. Undertakings.

The undersigned registrant hereby undertakes:

1. To file, during any period in which offers or sales are being made, a post-effective amendment to this registration statement to:
 - i. Include any prospectus required by Section 10(a)(3) of the Securities Act.
 - ii. Reflect in the prospectus any facts or events arising after the effective date of the registration statement (or the most recent post-effective amendment thereof) which, individually or in the aggregate, represent a fundamental change in the information set forth in the registration statement. Notwithstanding the foregoing, any increase or decrease in volume of securities offered (if the total dollar value of securities offered would not exceed that which was registered) and any deviation from the low or high end of the estimated maximum offering range may be reflected in the form of prospectus filed with the SEC pursuant to Rule 424(b) if, in the aggregate, the changes in volume and price represent no more than a 20% change in the maximum aggregate offering price set forth in the "Calculation of Registration Fee" table in the effective registration statement; and
 - iii. Include any material information with respect to the plan of distribution not previously disclosed in the registration statement or any material change to such information in the registration statement;

provided, however, that paragraphs (1)(i), (ii) and (iii) do not apply if the information required to be included in a post-effective amendment by those paragraphs is contained in reports filed with or furnished to the Commission by the registrant pursuant to Section 13 or Section 15(d) of the Securities Exchange Act of 1934 that are incorporated by reference in the registration statement, or is contained in a form of prospectus filed pursuant to Rule 424(b) that is part of the registration statement.

2. That, for the purpose of determining any liability under the Securities Act, each such post-effective amendment shall be deemed to be a new registration statement relating to securities offered therein, and the offering of the securities at that time shall be deemed to be the initial bona fide offering thereof;
3. To remove from registration by means of a post-effective amendment any of the securities being registered which remain unsold at the termination of the offering;
4. That, for the purpose of determining liability under the Securities Act to any purchaser, each prospectus filed pursuant to Rule 424(b) as part of a registration statement relating to an offering, other than registration statements relying on Rule 430B or other than prospectuses filed in reliance on Rule 430A, shall be deemed to be part of and included in the registration statement as of the date it is first used after effectiveness. Provided, however, that no statement made in a registration statement or prospectus that is part of the registration statement or made in a document incorporated or deemed incorporated by reference into the registration statement or prospectus that is part of the registration statement will, as to a purchaser with a time of contract of sale prior to such first use, supersede or modify any statement that was made in the registration statement or prospectus that was part of the registration statement or made in any such document immediately prior to such date of first use.

The undersigned registrant hereby undertakes that, for purposes of determining any liability under the Securities Act of 1933, each filing of the registrant's annual report pursuant to section 13(a) or section 15(d) of the Securities Exchange Act of 1934 (and, where applicable, each filing of an employee benefit plan's annual report pursuant to section 15(d) of the Securities Exchange Act of 1934) that is incorporated by reference in the registration statement shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.

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

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, as amended, the registrant has duly caused this registration statement on Form S-1 to be signed on its behalf by the undersigned, thereunto duly authorized, in West Palm Beach, Florida, on May 2, 2025.

FOXO TECHNOLOGIES INC.

By: /s/ Seamus Lagan

Name: Seamus Lagan

Title: Chief Executive Officer (Principal Executive Officer)

By: /s/ Martin Ward

Name: Martin Ward

Title: Interim Chief Financial Officer (Principal Financial and Accounting Officer)

POWER OF ATTORNEY

KNOW ALL PERSONS BY THESE PRESENTS, that each person whose signature appears below hereby constitutes and appoints Seamus Lagan and Martin Ward, and each of them, either of whom may act without the joinder of the other, as the undersigned's true and lawful attorney-in-fact and agent, with full power of substitution and resubstitution, for the undersigned and in the undersigned's name, place and stead in any and all capacities, in connection with this registration statement, including to sign in the name and on behalf of the undersigned, this registration statement and any and all amendments thereto, including post-effective amendments and registrations filed pursuant to Rule 462 under the U.S. Securities Act of 1933, and to file the same, with all exhibits thereto, and other documents in connection therewith, with the U.S. Securities and Exchange Commission, granting unto such attorney-in-fact and agent full power and authority to do and perform each and every act and thing requisite and necessary to be done in and about the premises, as fully to all intents and purposes as the undersigned might or could do in person, hereby ratifying and confirming all that said attorney-in-fact and agents, or his substitute, may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, as amended, this registration statement has been signed below by the following persons in the capacities indicated:

<u>Signature</u>	<u>Position</u>	<u>Date</u>
<u>/s/ Seamus Lagan</u> Seamus Lagan	Chief Executive Officer and Director (Principal Executive Officer)	May 2, 2025
<u>/s/ Martin Ward</u> Martin Ward	Interim Chief Financial Officer (Principal Financial and Accounting Officer)	May 2, 2025
<u>/s/ Francis Colt deWolf III</u> Francis Colt deWolf III	Director	May 2, 2025
<u>/s/ Bret Barnes</u> Bret Barnes	Director	May 2, 2025
<u>/s/ Mark White</u> Mark White	Director	May 2, 2025
<u>/s/ Trevor Langley</u> Trevor Langley	Chairman	May 2, 2025



14888 Auburn Sky Drive, Draper, UT 84020
(801) 634-1984
brian@businesslegaladvisor.com

Brian Higley
Attorney at Law
Licensed in Utah

May 2, 2025

Seamus Lagan, CEO
FOXO Technologies Inc.
477 South Rosemary Avenue
Suite 224
West Palm Beach, FL 33401

Re: Registration Statement on Form S-1

Dear Mr. Lagan:

I have acted as counsel for FOXO Technologies Inc., a Delaware corporation (the “**Company**”) in connection with the Company’s Registration Statement on Form S-1 (the “**Registration Statement**”) filed with the U.S. Securities and Exchange Commission under the Securities Act of 1933, as amended.

I have reviewed the Registration Statement, including the prospectus (the “**Prospectus**”) that is a part of the Registration Statement. The Registration Statement registers the offering and sale by a certain selling stockholders of the Company of up to 4,000,000 shares of the Company’s Class A Common Stock (the “**Shares**”) to be issued.

In connection with this opinion, I have reviewed originals or copies (certified or otherwise identified to my satisfaction) of the Company’s Certificate of Incorporation, the Company’s Bylaws, resolutions adopted by the Company’s Board of Directors, the Registration Statement, the exhibits to the Registration Statement, and such other records, documents, statutes and decisions, and such certificates or comparable documents of public officials and of officers and representatives of the Company, and have made such inquiries of such officers and representatives, as I have deemed relevant in rendering this opinion.

In such examination, I have assumed the genuineness of all signatures, the legal capacity of all natural persons, the authenticity of all documents submitted to me as originals, the conformity to original documents of all documents submitted to me as certified, conformed or photostatic copies and the authenticity of the originals of such latter documents.

The opinions expressed below are limited to the laws of the State of Delaware (including the applicable provisions of the Delaware Constitution, applicable judicial and regulatory decisions interpreting these laws, and applicable rules and regulations underlying these laws) and the federal laws of the United States.

Based on the foregoing and in reliance thereon and subject to the assumptions, qualifications and limitations set forth herein, I am of the opinion that pursuant to the corporate laws of the State of Delaware, including all relevant provisions of the state constitution and all judicial interpretations interpreting such provisions, the Shares, when issued, will be legally issued, fully paid and non-assessable.

I hereby consent to the filing of this opinion as an exhibit to the Registration Statement and to the use of my firm’s name in the related Prospectus under the heading “*Legal Matters*.”

Very truly yours,

/s/ Brian Higley

REGISTRATION RIGHTS AGREEMENT

This Registration Rights Agreement (this “Agreement”) is made and entered into as of April __, 2025 between Foxo Technologies Inc., a Delaware corporation (the “Company”), and each of the several purchasers signatory hereto (each such purchaser, a “Purchaser” and, collectively, the “Purchasers”).

This Agreement is made pursuant to the Securities Purchase Agreement, dated as of the date hereof, between the Company and each Purchaser (the “Purchase Agreement”).

The Company and each Purchaser hereby agrees as follows:

1. Definitions.

Capitalized terms used and not otherwise defined herein that are defined in the Purchase Agreement shall have the meanings given such terms in the Purchase Agreement. As used in this Agreement, the following terms shall have the following meanings:

“Advice” shall have the meaning set forth in Section 6(c).

“Effectiveness Date” means, with respect to the Initial Registration Statement required to be filed hereunder, the 60th calendar day following the date hereof (or, in the event of a “full review” by the Commission, the 90th calendar day following the date hereof) and with respect to any additional Registration Statements which may be required pursuant to Section 2(c) or Section 3(c), the 60th calendar day following the date on which an additional Registration Statement is required to be filed hereunder (or, in the event of a “full review” by the Commission, the 90th calendar day following the date such additional Registration Statement is required to be filed hereunder); provided, however, that in the event the Company is notified by the Commission that one or more of the above Registration Statements will not be reviewed or is no longer subject to further review and comments, the Effectiveness Date as to such Registration Statement shall be the fifth Trading Day following the date on which the Company is so notified if such date precedes the dates otherwise required above, provided, further, if such Effectiveness Date falls on a day that is not a Trading Day, then the Effectiveness Date shall be the next succeeding Trading Day.

“Effectiveness Period” shall have the meaning set forth in Section 2(a).

“Event” shall have the meaning set forth in Section 2(d).

“Event Date” shall have the meaning set forth in Section 2(d).

“Filing Date” means, with respect to the Initial Registration Statement required hereunder, the earlier of (a) the 7th calendar day following the date that the Company files its Annual Report on Form 10-K for the year ended December 31, 2024 and (b) April 22, 2025, and with respect to any additional Registration Statements which may be required pursuant to Section 2(c) or Section 3(c), the earliest practical date on which the Company is permitted by SEC Guidance to file such additional Registration Statement related to the Registrable Securities.

“Holder” or “Holders” means the holder or holders, as the case may be, from time to time of Registrable Securities.

“Indemnified Party” shall have the meaning set forth in Section 5(c).

“Indemnifying Party” shall have the meaning set forth in Section 5(c).

“Initial Registration Statement” means the initial Registration Statement filed pursuant to this Agreement.

“Losses” shall have the meaning set forth in Section 5(a).

“Plan of Distribution” shall have the meaning set forth in Section 2(a).

“Prospectus” means the prospectus included in a Registration Statement (including, without limitation, a prospectus that includes any information previously omitted from a prospectus filed as part of an effective registration statement in reliance upon Rule 430A promulgated by the Commission pursuant to the Securities Act), as amended or supplemented by any prospectus supplement, with respect to the terms of the offering of any portion of the Registrable Securities covered by a Registration Statement, and all other amendments and supplements to the Prospectus, including post-effective amendments, and all material incorporated by reference or deemed to be incorporated by reference in such Prospectus.

“Registrable Securities” means, as of any date of determination, (a) all Shares of the shares of Common Stock then issued and issuable upon conversion in full of the Preferred Stock (assuming on such date the shares of Preferred Stock are converted in full without regard to any conversion limitations therein and including any other shares of Preferred Stock or other securities of the Company issued to the Holder prior to the filing of the Registration Statement, (b) any additional shares of Common Stock issued and issuable in connection with any anti-dilution provisions in the securities referenced in clause (a) above (without giving effect to any limitations on conversion set forth in the Certificate of Designation) and (c) any securities issued or then issuable upon any stock split, dividend or other distribution, recapitalization or similar event with respect to the foregoing; provided, however, that any such Registrable Securities shall cease to be Registrable Securities (and the Company shall not be required to maintain the

effectiveness of any, or file another, Registration Statement hereunder with respect thereto) for so long as (a) a Registration Statement with respect to the sale of such Registrable Securities is declared effective by the Commission under the Securities Act and such Registrable Securities have been disposed of by the Holder in accordance with such effective Registration Statement, (b) such Registrable Securities have been previously sold in accordance with Rule 144, or (c) such securities become eligible for resale without volume or manner-of-sale restrictions and without current public information pursuant to Rule 144 as set forth in a written opinion letter to such effect, addressed, delivered and acceptable to the Transfer Agent and the affected Holders (assuming that such securities and any securities issuable upon exercise, conversion or exchange of which, or as a dividend upon which, such securities were issued or are issuable, were at no time held by any Affiliate of the Company, as reasonably determined by the Company, upon the advice of counsel to the Company.

“Registration Statement” means any registration statement required to be filed hereunder pursuant to Section 2(a) and any additional registration statements contemplated by Section 2(c) or Section 3(c), including (in each case) the Prospectus, amendments and supplements to any such registration statement or Prospectus, including pre- and post-effective amendments, all exhibits thereto, and all material incorporated by reference or deemed to be incorporated by reference in any such registration statement.

“Rule 415” means Rule 415 promulgated by the Commission pursuant to the Securities Act, as such Rule may be amended or interpreted from time to time, or any similar rule or regulation hereafter adopted by the Commission having substantially the same purpose and effect as such Rule.

“Rule 424” means Rule 424 promulgated by the Commission pursuant to the Securities Act, as such Rule may be amended or interpreted from time to time, or any similar rule or regulation hereafter adopted by the Commission having substantially the same purpose and effect as such Rule.

“Selling Stockholder Questionnaire” shall have the meaning set forth in Section 3(a).

“SEC Guidance” means (i) any publicly-available written or oral guidance of the Commission staff, or any comments, requirements or requests of the Commission staff and (ii) the Securities Act.

2. Shelf Registration.

(a) On or prior to each Filing Date, the Company shall prepare and file with the Commission a Registration Statement covering the resale of all of the Registrable Securities that are not then registered on an effective Registration Statement for an offering to be made on a continuous basis pursuant to Rule 415.

Each Registration Statement filed hereunder shall be on Form S-3 (except if the Company is not then eligible to register for resale the Registrable Securities on Form S-3, in which case such registration shall be on another appropriate form in accordance herewith, subject to the provisions of Section 2(e)) and shall contain (unless otherwise directed by at least 85% in interest of the Holders) substantially the “Plan of Distribution” attached hereto as Annex A and substantially the “Selling Stockholder” section attached hereto as Annex B; provided, however, that no Holder shall be required to be named as an “underwriter” without such Holder’s express prior written consent. Subject to the terms of this Agreement, the Company shall use its best efforts to cause a Registration Statement filed under this Agreement (including, without limitation, under Section 3(c)) to be declared effective under the Securities Act as promptly as possible after the filing thereof, but in any event no later than the applicable Effectiveness Date, and shall use its best efforts to keep such Registration Statement continuously effective under the Securities Act until the date that all Registrable Securities covered by such Registration Statement (i) have been sold, thereunder or pursuant to Rule 144, or (ii) may be sold without volume or manner-of-sale restrictions pursuant to Rule 144 and without the requirement for the Company to be in compliance with the current public information requirement under Rule 144, as determined by the counsel to the Company pursuant to a written opinion letter to such effect, addressed and acceptable to the Transfer Agent and the affected Holders (the “Effectiveness Period”). The Company shall telephonically request effectiveness of a Registration Statement as of 5:00 p.m. (New York City time) on a Trading Day. The Company shall immediately notify the Holders via e-mail of the effectiveness of a Registration Statement on the same Trading Day that the Company telephonically confirms effectiveness with the Commission, which shall be the date requested for effectiveness of such Registration Statement. The Company shall, by 9:30 a.m. (New York City time) on the Trading Day after the effective date of such Registration Statement, file a final Prospectus with the Commission as required by Rule 424. Failure to so notify the Holder within one (1) Trading Day of such notification of effectiveness or failure to file a final Prospectus as foresaid shall be deemed an Event under Section 2(d).

(b) Notwithstanding the registration obligations set forth in Section 2(a), if the Commission informs the Company that all of the Registrable Securities cannot, as a result of the application of Rule 415, be registered for resale as a secondary offering on a single registration statement, the Company agrees to promptly inform each of the Holders thereof and use its commercially reasonable efforts to file amendments to the Initial Registration Statement as required by the Commission, covering the maximum number of Registrable Securities permitted to be registered by the Commission, on Form S-3 or such other form available to register for resale the Registrable Securities as a secondary offering, subject to the provisions of Section 2(e); with respect to filing on Form S-3 or other appropriate form, and subject to the provisions of Section 2(d) with respect to the payment of liquidated damages; provided, however, that prior to filing such amendment, the Company shall be obligated to use diligent efforts to

advocate with the Commission for the registration of all of the Registrable Securities in accordance with the SEC Guidance, including without limitation, Compliance and Disclosure Interpretation 612.09.

(c) Notwithstanding any other provision of this Agreement and subject to the payment of liquidated damages pursuant to Section 2(d), if the Commission or any SEC Guidance sets forth a limitation on the number of Registrable Securities permitted to be registered on a particular Registration Statement as a secondary offering (and notwithstanding that the Company used diligent efforts to advocate with the Commission for the registration of all or a greater portion of Registrable Securities), unless otherwise directed in writing by a Holder as to its Registrable Securities, the number of Registrable Securities to be registered on such Registration Statement will be reduced as follows:

- a. First, the Company shall reduce or eliminate any securities to be included other than Registrable Securities; and
- b. Second, the Company shall reduce Registrable Securities represented by Conversion Shares (applied, in the case that some Conversion Shares may be registered, to the Holders on a pro rata basis based on the total number of unregistered Conversion Shares held by such Holders).

In the event of a cutback hereunder, the Company shall give the Holder at least three (3) Trading Days prior written notice along with the calculations as to such Holder's allotment. In the event the Company amends the Initial Registration Statement in accordance with the foregoing, the Company will use its best efforts to file with the Commission, as promptly as allowed by Commission or SEC Guidance provided to the Company or to registrants of securities in general, one or more registration statements on Form S-3 or such other form available to register for resale those Registrable Securities that were not registered for resale on the Initial Registration Statement, as amended.

(d) If: (i) the Initial Registration Statement is not filed on or prior to its Filing Date (if the Company files the Initial Registration Statement without affording the Holders the opportunity to review and comment on the same as required by Section 3(a) herein or the Company subsequent withdraws the filing of the Registration Statement, the Company shall be deemed to have not satisfied this clause (i) as of the Filing Date), or (ii) the Company fails to file with the Commission a request for acceleration of a Registration Statement in accordance with Rule 461 promulgated by the Commission pursuant to the Securities Act, within five Trading Days of the date that the Company is notified (orally or in writing, whichever is earlier) by the Commission that such Registration Statement will not be "reviewed" or will not be subject to further review, or (iii) prior to the effective date of a Registration Statement, the Company fails to file a pre-effective amendment and otherwise respond in writing to comments made by the Commission in respect of such Registration Statement within ten (10) calendar

days after the receipt of comments by or notice from the Commission that such amendment is required in order for such Registration Statement to be declared effective, or (iv) a Registration Statement registering for resale all of the Registrable Securities is not declared effective by the Commission by the Effectiveness Date of the Initial Registration Statement (provided that, if the Registration Statement does not allow for the resale of Registrable Securities at prevailing market prices (i.e., only allows for fixed price sales), the Company shall have been deemed to have not satisfied this clause) or (v) after the effective date of a Registration Statement, such Registration Statement ceases for any reason to remain continuously effective as to all Registrable Securities included in such Registration Statement, or the Holders are otherwise not permitted to utilize the Prospectus therein to resell such Registrable Securities, for more than ten (10) consecutive calendar days or more than an aggregate of fifteen (15) calendar days (which need not be consecutive calendar days) during any 12-month period (any such failure or breach being referred to as an “Event”, and for purposes of clauses (i) and (iv), the date on which such Event occurs, and for purpose of clause (ii) the date on which such five (5) Trading Day period is exceeded, and for purpose of clause (iii) the date which such ten (10) calendar day period is exceeded, and for purpose of clause (v) the date on which such ten (10) or fifteen (15) calendar day period, as applicable, is exceeded being referred to as “Event Date”), then, in addition to any other rights the Holders may have hereunder or under applicable law, on each such Event Date and on each monthly anniversary of each such Event Date (if the applicable Event shall not have been cured by such date) until the applicable Event is cured, the Company shall pay to each Holder an amount in cash, as partial liquidated damages and not as a penalty, equal to the product of 2.0% multiplied by the aggregate Stated Value of the Registrable Securities. If the Company fails to pay any partial liquidated damages pursuant to this Section in full within seven days after the date payable, the Company will pay interest thereon at a rate of 18% per annum (or such lesser maximum amount that is permitted to be paid by applicable law) to the Holder, accruing daily from the date such partial liquidated damages are due until such amounts, plus all such interest thereon, are paid in full. The partial liquidated damages pursuant to the terms hereof shall apply on a daily pro rata basis for any portion of a month prior to the cure of an Event.

(e) If Form S-3 is not available for the registration of the resale of Registrable Securities hereunder, the Company shall (i) register the resale of the Registrable Securities on another appropriate form and (ii) undertake to register the Registrable Securities on Form S-3 as soon as such form is available, provided that the Company shall maintain the effectiveness of the Registration Statement then in effect until such time as a Registration Statement on Form S-3 covering the Registrable Securities has been declared effective by the Commission.

(f) Notwithstanding anything to the contrary contained herein, in no event shall the Company be permitted to name any Holder or affiliate of a Holder as any “underwriter” without the prior written consent of such Holder.

3. Registration Procedures.

In connection with the Company's registration obligations hereunder, the Company shall:

(a) Not less than five (5) Trading Days prior to the filing of each Registration Statement and not less than one (1) Trading Day prior to the filing of any related Prospectus or any amendment or supplement thereto (including any document that would be incorporated or deemed to be incorporated therein by reference), the Company shall (i) furnish to each Holder copies of all such documents proposed to be filed, which documents (other than those incorporated or deemed to be incorporated by reference) will be subject to the review of such Holders, and (ii) cause its officers and directors, counsel and independent registered public accountants to respond to such inquiries as shall be necessary, in the reasonable opinion of respective counsel to each Holder, to conduct a reasonable investigation within the meaning of the Securities Act. The Company shall not file a Registration Statement or any such Prospectus or any amendments or supplements thereto to which the Holders of a majority of the Registrable Securities shall reasonably object in good faith, provided that, the Company is notified of such objection in writing no later than five (5) Trading Days after the Holders have been so furnished copies of a Registration Statement or one (1) Trading Day after the Holders have been so furnished copies of any related Prospectus or amendments or supplements thereto. Each Holder agrees to furnish to the Company a completed questionnaire in the form attached to this Agreement as Annex C (a "Selling Stockholder Questionnaire") on a date that is not less than two (2) Trading Days prior to the Filing Date or by the end of the fourth (4th) Trading Day following the date on which such Holder receives draft materials in accordance with this Section.

(b) (i) Prepare and file with the Commission such amendments, including post-effective amendments, to a Registration Statement and the Prospectus used in connection therewith as may be necessary to keep a Registration Statement continuously effective as to the applicable Registrable Securities for the Effectiveness Period and prepare and file with the Commission such additional Registration Statements in order to register for resale under the Securities Act all of the Registrable Securities, (ii) cause the related Prospectus to be amended or supplemented by any required Prospectus supplement (subject to the terms of this Agreement), and, as so supplemented or amended, to be filed pursuant to Rule 424, (iii) respond as promptly as reasonably possible to any comments received from the Commission with respect to a Registration Statement or any amendment thereto and provide as promptly as reasonably possible to the Holders true and complete copies of all correspondence from and to the Commission relating to a Registration Statement (provided that, the Company shall excise any information contained therein which would constitute material non-public information regarding the Company or any of its Subsidiaries), and

(iv) comply in all material respects with the applicable provisions of the Securities Act and the Exchange Act with respect to the disposition of all Registrable Securities covered by a Registration Statement during the applicable period in accordance (subject to the terms of this Agreement) with the intended methods of disposition by the Holders thereof set forth in such Registration Statement as so amended or in such Prospectus as so supplemented.

(c) If during the Effectiveness Period, the number of Registrable Securities at any time exceeds 100% of the number of shares of Common Stock then registered in a Registration Statement, then the Company shall file as soon as reasonably practicable, but in any case prior to the applicable Filing Date, an additional Registration Statement covering the resale by the Holders of not less than the number of such Registrable Securities.

(d) Notify the Holders of Registrable Securities to be sold (which notice shall, pursuant to clauses (iii) through (vi) hereof, be accompanied by an instruction to suspend the use of the Prospectus until the requisite changes have been made) as promptly as reasonably possible (and, in the case of (i)(A) below, not less than one (1) Trading Day prior to such filing) and (if requested by any such Person) confirm such notice in writing no later than one (1) Trading Day following the day (i)(A) when a Prospectus or any Prospectus supplement or post-effective amendment to a Registration Statement is proposed to be filed, (B) when the Commission notifies the Company whether there will be a "review" of such Registration Statement and whenever the Commission comments in writing on such Registration Statement, and (C) with respect to a Registration Statement or any post-effective amendment, when the same has become effective, (ii) of any request by the Commission or any other federal or state governmental authority for amendments or supplements to a Registration Statement or Prospectus or for additional information, (iii) of the issuance by the Commission or any other federal or state governmental authority of any stop order suspending the effectiveness of a Registration Statement covering any or all of the Registrable Securities or the initiation of any Proceedings for that purpose, (iv) of the receipt by the Company of any notification with respect to the suspension of the qualification or exemption from qualification of any of the Registrable Securities for sale in any jurisdiction, or the initiation or threatening of any Proceeding for such purpose, (v) of the occurrence of any event or passage of time that makes the financial statements included in a Registration Statement ineligible for inclusion therein or any statement made in a Registration Statement or Prospectus or any document incorporated or deemed to be incorporated therein by reference untrue in any material respect or that requires any revisions to a Registration Statement, Prospectus or other documents so that, in the case of a Registration Statement or the Prospectus, as the case may be, it will not contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading, and (vi) of the occurrence or existence of any pending corporate development with respect to the Company that the

Company believes may be material and that, in the determination of the Company, makes it not in the best interest of the Company to allow continued availability of a Registration Statement or Prospectus; provided, however, that in no event shall any such notice contain any information which would constitute material, non-public information regarding the Company or any of its Subsidiaries, and the Company agrees that the Holders shall not have any duty of confidentiality to the Company or any of its Subsidiaries and shall not have any duty to the Company or any of its Subsidiaries not to trade on the basis of such information.

(e) Use its best efforts to avoid the issuance of, or, if issued, obtain the withdrawal of (i) any order stopping or suspending the effectiveness of a Registration Statement, or (ii) any suspension of the qualification (or exemption from qualification) of any of the Registrable Securities for sale in any jurisdiction, at the earliest practicable moment.

(f) Furnish to each Holder, without charge, at least one conformed copy of each such Registration Statement and each amendment thereto, including financial statements and schedules, all documents incorporated or deemed to be incorporated therein by reference to the extent requested by such Person, and all exhibits to the extent requested by such Person (including those previously furnished or incorporated by reference) promptly after the filing of such documents with the Commission, provided that any such item which is available on the EDGAR system (or successor thereto) need not be furnished in physical form.

(g) Subject to the terms of this Agreement, the Company hereby consents to the use of such Prospectus and each amendment or supplement thereto by each of the selling Holders in connection with the offering and sale of the Registrable Securities covered by such Prospectus and any amendment or supplement thereto, except after the giving of any notice pursuant to Section 3(d).

(h) Prior to any resale of Registrable Securities by a Holder, use its commercially reasonable efforts to register or qualify or cooperate with the selling Holders in connection with the registration or qualification (or exemption from the registration or qualification) of such Registrable Securities for the resale by the Holder under the securities or Blue Sky laws of such jurisdictions within the United States as any Holder reasonably requests in writing, to keep each registration or qualification (or exemption therefrom) effective during the Effectiveness Period and to do any and all other acts or things reasonably necessary to enable the disposition in such jurisdictions of the Registrable Securities covered by each Registration Statement, provided that the Company shall not be required to qualify generally to do business in any jurisdiction where it is not then so qualified, subject the Company to any material tax in any such jurisdiction where it is not then so subject or file a general consent to service of process in any such jurisdiction.

(i) If requested by a Holder, cooperate with such Holder to facilitate the timely preparation and delivery of certificates representing Registrable Securities to be delivered to a transferee pursuant to a Registration Statement, which certificates shall be free, to the extent permitted by the Purchase Agreement, of all restrictive legends, and to enable such Registrable Securities to be in such denominations and registered in such names as any such Holder may request.

(j) Upon the occurrence of any event contemplated by Section 3(d), as promptly as reasonably possible under the circumstances taking into account the Company's good faith assessment of any adverse consequences to the Company and its stockholders of the premature disclosure of such event, prepare a supplement or amendment, including a post-effective amendment, to a Registration Statement or a supplement to the related Prospectus or any document incorporated or deemed to be incorporated therein by reference, and file any other required document so that, as thereafter delivered, neither a Registration Statement nor such Prospectus will contain an untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading. If the Company notifies the Holders in accordance with clauses (iii) through (vi) of Section 3(d) above to suspend the use of any Prospectus until the requisite changes to such Prospectus have been made, then the Holders shall suspend use of such Prospectus. The Company will use its best efforts to ensure that the use of the Prospectus may be resumed as promptly as is practicable. The Company shall be entitled to exercise its right under this Section 3(j) to suspend the availability of a Registration Statement and Prospectus, subject to the payment of partial liquidated damages otherwise required pursuant to Section 2(d), for a period not to exceed 60 calendar days (which need not be consecutive days) in any 12-month period.

(k) Otherwise use commercially reasonable efforts to comply with all applicable rules and regulations of the Commission under the Securities Act and the Exchange Act, including, without limitation, Rule 172 under the Securities Act, file any final Prospectus, including any supplement or amendment thereof, with the Commission pursuant to Rule 424 under the Securities Act, promptly inform the Holders in writing if, at any time during the Effectiveness Period, the Company does not satisfy the conditions specified in Rule 172 and, as a result thereof, the Holders are required to deliver a Prospectus in connection with any disposition of Registrable Securities and take such other actions as may be reasonably necessary to facilitate the registration of the Registrable Securities hereunder.

(l) The Company shall use its best efforts to maintain eligibility for use of Form S-3 (or any successor form thereto) for the registration of the resale of Registrable Securities.

(m) The Company may require each selling Holder to furnish to the Company a certified statement as to the number of shares of Common Stock beneficially owned by such Holder and, if required by the Commission, the natural persons thereof that have voting and dispositive control over the shares. During any periods that the Company is unable to meet its obligations hereunder with respect to the registration of the Registrable Securities solely because any Holder fails to furnish such information within three Trading Days of the Company's request, any liquidated damages that are accruing at such time as to such Holder only shall be tolled and any Event that may otherwise occur solely because of such delay shall be suspended as to such Holder only, until such information is delivered to the Company.

4. Registration Expenses. All fees and expenses incident to the performance of or compliance with, this Agreement by the Company shall be borne by the Company whether or not any Registrable Securities are sold pursuant to a Registration Statement. The fees and expenses referred to in the foregoing sentence shall include, without limitation, (i) all registration and filing fees (including, without limitation, fees and expenses of the Company's counsel and independent registered public accountants) (A) with respect to filings made with the Commission, (B) with respect to filings required to be made with any Trading Market on which the Common Stock is then listed for trading, and (C) in compliance with applicable state securities or Blue Sky laws reasonably agreed to by the Company in writing (including, without limitation, fees and disbursements of counsel for the Company in connection with Blue Sky qualifications or exemptions of the Registrable Securities), (ii) printing expenses (including, without limitation, expenses of printing certificates for Registrable Securities), (iii) messenger, telephone and delivery expenses, (iv) fees and disbursements of counsel for the Company, (v) Securities Act liability insurance, if the Company so desires such insurance, and (vi) fees and expenses of all other Persons retained by the Company in connection with the consummation of the transactions contemplated by this Agreement. In addition, the Company shall be responsible for all of its internal expenses incurred in connection with the consummation of the transactions contemplated by this Agreement (including, without limitation, all salaries and expenses of its officers and employees performing legal or accounting duties), the expense of any annual audit and the fees and expenses incurred in connection with the listing of the Registrable Securities on any securities exchange as required hereunder. In no event shall the Company be responsible for any broker or similar commissions of any Holder or, except to the extent provided for in the Transaction Documents, any legal fees or other costs of the Holders.

5. Indemnification.

(a) Indemnification by the Company. The Company shall, notwithstanding any termination of this Agreement, indemnify and hold harmless each Holder, the officers, directors, members, partners, agents, brokers (including brokers who offer and sell Registrable Securities as principal as a result of a pledge or any failure to perform under a margin call of Common Stock),

investment advisors and employees (and any other Persons with a functionally equivalent role of a Person holding such titles, notwithstanding a lack of such title or any other title) of each of them, each Person who controls any such Holder (within the meaning of Section 15 of the Securities Act or Section 20 of the Exchange Act) and the officers, directors, members, stockholders, partners, agents and employees (and any other Persons with a functionally equivalent role of a Person holding such titles, notwithstanding a lack of such title or any other title) of each such controlling Person, to the fullest extent permitted by applicable law, from and against any and all losses, claims, damages, liabilities, costs (including, without limitation, reasonable attorneys' fees) and expenses (collectively, "Losses"), as incurred, arising out of or relating to (1) any untrue or alleged untrue statement of a material fact contained in a Registration Statement, any Prospectus or any form of prospectus or in any amendment or supplement thereto or in any preliminary prospectus, or arising out of or relating to any omission or alleged omission of a material fact required to be stated therein or necessary to make the statements therein (in the case of any Prospectus or supplement thereto, in light of the circumstances under which they were made) not misleading or (2) any violation or alleged violation by the Company of the Securities Act, the Exchange Act or any state securities law, or any rule or regulation thereunder, in connection with the performance of its obligations under this Agreement, except to the extent, but only to the extent, that (i) such untrue statements or omissions are based solely upon information regarding such Holder furnished in writing to the Company by such Holder expressly for use therein, or to the extent that such information relates to such Holder or such Holder's proposed method of distribution of Registrable Securities and was reviewed and expressly approved in writing by such Holder expressly for use in a Registration Statement, such Prospectus or in any amendment or supplement thereto (it being understood that the Holder has approved Annex A hereto for this purpose) or (ii) in the case of an occurrence of an event of the type specified in Section 3(d)(iii)-(vi), the use by such Holder of an outdated, defective or otherwise unavailable Prospectus after the Company has notified such Holder in writing that the Prospectus is outdated, defective or otherwise unavailable for use by such Holder and prior to the receipt by such Holder of the Advice contemplated in Section 6(c). The Company shall notify the Holders promptly of the institution, threat or assertion of any Proceeding arising from or in connection with the transactions contemplated by this Agreement of which the Company is aware. Such indemnity shall remain in full force and effect regardless of any investigation made by or on behalf of such indemnified person and shall survive the transfer of any Registrable Securities by any of the Holders in accordance with Section 6(f).

(b) Indemnification by Holders. Each Holder shall, severally and not jointly, indemnify and hold harmless the Company, its directors, officers, agents and employees, each Person who controls the Company (within the meaning of Section 15 of the Securities Act and Section 20 of the Exchange Act), and the directors, officers, agents or employees of such controlling Persons, to the fullest extent permitted by applicable law, from and against all Losses, as incurred, to the

extent arising out of or based solely upon: any untrue or alleged untrue statement of a material fact contained in any Registration Statement, any Prospectus, or in any amendment or supplement thereto or in any preliminary prospectus, or arising out of or relating to any omission or alleged omission of a material fact required to be stated therein or necessary to make the statements therein (in the case of any Prospectus or supplement thereto, in light of the circumstances under which they were made) not misleading (i) to the extent, but only to the extent, that such untrue statement or omission is contained in any information so furnished in writing by such Holder to the Company expressly for inclusion in such Registration Statement or such Prospectus or (ii) to the extent, but only to the extent, that such information relates to such Holder's information provided in the Selling Stockholder Questionnaire or the proposed method of distribution of Registrable Securities and was reviewed and expressly approved in writing by such Holder expressly for use in a Registration Statement (it being understood that the Holder has approved Annex A hereto for this purpose), such Prospectus or in any amendment or supplement thereto. In no event shall the liability of a selling Holder be greater in amount than the dollar amount of the proceeds (net of all expenses paid by such Holder in connection with any claim relating to this Section 5 and the amount of any damages such Holder has otherwise been required to pay by reason of such untrue statement or omission) received by such Holder upon the sale of the Registrable Securities included in the Registration Statement giving rise to such indemnification obligation.

(c) Conduct of Indemnification Proceedings. If any Proceeding shall be brought or asserted against any Person entitled to indemnity hereunder (an "Indemnified Party"), such Indemnified Party shall promptly notify the Person from whom indemnity is sought (the "Indemnifying Party") in writing, and the Indemnifying Party shall have the right to assume the defense thereof, including the employment of counsel reasonably satisfactory to the Indemnified Party and the payment of all fees and expenses incurred in connection with defense thereof, provided that the failure of any Indemnified Party to give such notice shall not relieve the Indemnifying Party of its obligations or liabilities pursuant to this Agreement, except (and only) to the extent that it shall be finally determined by a court of competent jurisdiction (which determination is not subject to appeal or further review) that such failure shall have materially and adversely prejudiced the Indemnifying Party.

An Indemnified Party shall have the right to employ separate counsel in any such Proceeding and to participate in the defense thereof, but the fees and expenses of such counsel shall be at the expense of such Indemnified Party or Parties unless: (1) the Indemnifying Party has agreed in writing to pay such fees and expenses, (2) the Indemnifying Party shall have failed promptly to assume the defense of such Proceeding and to employ counsel reasonably satisfactory to such Indemnified Party in any such Proceeding, or (3) the named parties to any such Proceeding (including any impleaded parties) include both such Indemnified Party and the Indemnifying Party, and counsel to the Indemnified Party shall

reasonably believe that a material conflict of interest is likely to exist if the same counsel were to represent such Indemnified Party and the Indemnifying Party (in which case, if such Indemnified Party notifies the Indemnifying Party in writing that it elects to employ separate counsel at the expense of the Indemnifying Party, the Indemnifying Party shall not have the right to assume the defense thereof and the reasonable fees and expenses of no more than one separate counsel shall be at the expense of the Indemnifying Party). The Indemnifying Party shall not be liable for any settlement of any such Proceeding effected without its written consent, which consent shall not be unreasonably withheld or delayed. No Indemnifying Party shall, without the prior written consent of the Indemnified Party, effect any settlement of any pending Proceeding in respect of which any Indemnified Party is a party, unless such settlement includes an unconditional release of such Indemnified Party from all liability on claims that are the subject matter of such Proceeding.

Subject to the terms of this Agreement, all reasonable fees and expenses of the Indemnified Party (including reasonable fees and expenses to the extent incurred in connection with investigating or preparing to defend such Proceeding in a manner not inconsistent with this Section) shall be paid to the Indemnified Party, as incurred, within ten Trading Days of written notice thereof to the Indemnifying Party, provided that the Indemnified Party shall promptly reimburse the Indemnifying Party for that portion of such fees and expenses applicable to such actions for which such Indemnified Party is finally determined by a court of competent jurisdiction (which determination is not subject to appeal or further review) not to be entitled to indemnification hereunder.

(d) Contribution. If the indemnification under Section 5(a) or 5(b) is unavailable to an Indemnified Party or insufficient to hold an Indemnified Party harmless for any Losses, then each Indemnifying Party shall contribute to the amount paid or payable by such Indemnified Party, in such proportion as is appropriate to reflect the relative fault of the Indemnifying Party and Indemnified Party in connection with the actions, statements or omissions that resulted in such Losses as well as any other relevant equitable considerations. The relative fault of such Indemnifying Party and Indemnified Party shall be determined by reference to, among other things, whether any action in question, including any untrue or alleged untrue statement of a material fact or omission or alleged omission of a material fact, has been taken or made by, or relates to information supplied by, such Indemnifying Party or Indemnified Party, and the parties' relative intent, knowledge, access to information and opportunity to correct or prevent such action, statement or omission. The amount paid or payable by a party as a result of any Losses shall be deemed to include, subject to the limitations set forth in this Agreement, any reasonable attorneys' or other fees or expenses incurred by such party in connection with any Proceeding to the extent such party would have been indemnified for such fees or expenses if the indemnification provided for in this Section was available to such party in accordance with its terms.

The parties hereto agree that it would not be just and equitable if contribution pursuant to this Section 5(d) were determined by pro rata allocation or by any other method of allocation that does not take into account the equitable considerations referred to in the immediately preceding paragraph. In no event shall the contribution obligation of a Holder of Registrable Securities be greater in amount than the dollar amount of the proceeds (net of all expenses paid by such Holder in connection with any claim relating to this Section 5 and the amount of any damages such Holder has otherwise been required to pay by reason of such untrue or alleged untrue statement or omission or alleged omission) received by it upon the sale of the Registrable Securities giving rise to such contribution obligation.

The indemnity and contribution agreements contained in this Section are in addition to any liability that the Indemnifying Parties may have to the Indemnified Parties.

6. Miscellaneous.

(a) Remedies. In the event of a breach by the Company or by a Holder of any of their respective obligations under this Agreement, each Holder or the Company, as the case may be, in addition to being entitled to exercise all rights granted by law and under this Agreement, including recovery of damages, shall be entitled to specific performance of its rights under this Agreement. Each of the Company and each Holder agrees that monetary damages would not provide adequate compensation for any losses incurred by reason of a breach by it of any of the provisions of this Agreement and hereby further agrees that, in the event of any action for specific performance in respect of such breach, it shall not assert or shall waive the defense that a remedy at law would be adequate.

(b) No Piggyback on Registrations; Prohibition on Filing Other Registration Statements. Neither the Company nor any of its security holders (other than the Holders in such capacity pursuant hereto) may include securities of the Company in any Registration Statements other than the Registrable Securities.

(c) Discontinued Disposition. By its acquisition of Registrable Securities, each Holder agrees that, upon receipt of a notice from the Company of the occurrence of any event of the kind described in Section 3(d)(iii) through (vi), such Holder will forthwith discontinue disposition of such Registrable Securities under a Registration Statement until it is advised in writing (the "Advice") by the Company that the use of the applicable Prospectus (as it may have been supplemented or amended) may be resumed. The Company will use its best efforts to ensure that the use of the Prospectus may be resumed as promptly as is practicable. The Company agrees and acknowledges that any periods during which the Holder is required to discontinue the disposition of the Registrable Securities hereunder shall be subject to the provisions of Section 2(d).

(d) Amendments and Waivers. The provisions of this Agreement, including the provisions of this sentence, may not be amended, modified or supplemented, and

waivers or consents to departures from the provisions hereof may not be given, unless the same shall be in writing and signed by the Company and the Holders of 50.1% or more of the then outstanding Registrable Securities (for purposes of clarification, this includes any Registrable Securities issuable upon exercise or conversion of any Security), provided that, if any amendment, modification or waiver disproportionately and adversely impacts a Holder (or group of Holders), the consent of such disproportionately impacted Holder (or group of Holders) shall be required. If a Registration Statement does not register all of the Registrable Securities pursuant to a waiver or amendment done in compliance with the previous sentence, then the number of Registrable Securities to be registered for each Holder shall be reduced pro rata among all Holders and each Holder shall have the right to designate which of its Registrable Securities shall be omitted from such Registration Statement. Notwithstanding the foregoing, a waiver or consent to depart from the provisions hereof with respect to a matter that relates exclusively to the rights of a Holder or some Holders and that does not directly or indirectly affect the rights of other Holders may be given only by such Holder or Holders of all of the Registrable Securities to which such waiver or consent relates; provided, however, that the provisions of this sentence may not be amended, modified, or supplemented except in accordance with the provisions of the first sentence of this Section 6(d). No consideration shall be offered or paid to any Person to amend or consent to a waiver or modification of any provision of this Agreement unless the same consideration also is offered to all of the parties to this Agreement.

(e) Notices. Any and all notices or other communications or deliveries required or permitted to be provided hereunder shall be delivered as set forth in the Purchase Agreement.

(f) Successors and Assigns. This Agreement shall inure to the benefit of and be binding upon the successors and permitted assigns of each of the parties and shall inure to the benefit of each Holder. The Company may not assign (except by merger) its rights or obligations hereunder without the prior written consent of all of the Holders of the then outstanding Registrable Securities. Each Holder may assign their respective rights hereunder in the manner and to the Persons as permitted under Section 5.7 of the Purchase Agreement.

(g) No Inconsistent Agreements. Neither the Company nor any of its Subsidiaries has entered, as of the date hereof, nor shall the Company or any of its Subsidiaries, on or after the date of this Agreement, enter into any agreement with respect to its securities, that would have the effect of impairing the rights granted to the Holders in this Agreement or otherwise conflicts with the provisions hereof. Except as set forth on Schedule 6(i), neither the Company nor any of its Subsidiaries has previously entered into any agreement granting any registration rights with respect to any of its securities to any Person that have not been satisfied in full.

(h) Execution and Counterparts. This Agreement may be executed in two or more counterparts, all of which when taken together shall be considered one and the same agreement and shall become effective when counterparts have been signed by each party

and delivered to the other party, it being understood that both parties need not sign the same counterpart. In the event that any signature is delivered by e-mail delivery of a “.pdf” format data file or any electronic signature complying with the U.S. federal E-SIGN Act of 2000 (e.g., www.docusign.com), such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such “.pdf” signature page were an original thereof.

(i) Governing Law. All questions concerning the construction, validity, enforcement and interpretation of this Agreement shall be determined in accordance with the provisions of the Purchase Agreement.

(j) Cumulative Remedies. The remedies provided herein are cumulative and not exclusive of any other remedies provided by law.

(k) Severability. If any term, provision, covenant or restriction of this Agreement is held by a court of competent jurisdiction to be invalid, illegal, void or unenforceable, the remainder of the terms, provisions, covenants and restrictions set forth herein shall remain in full force and effect and shall in no way be affected, impaired or invalidated, and the parties hereto shall use their commercially reasonable efforts to find and employ an alternative means to achieve the same or substantially the same result as that contemplated by such term, provision, covenant or restriction. It is hereby stipulated and declared to be the intention of the parties that they would have executed the remaining terms, provisions, covenants and restrictions without including any of such that may be hereafter declared invalid, illegal, void or unenforceable.

(l) Headings. The headings in this Agreement are for convenience only, do not constitute a part of the Agreement and shall not be deemed to limit or affect any of the provisions hereof.

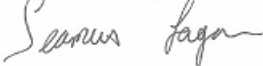
(m) Independent Nature of Holders’ Obligations and Rights. The obligations of each Holder hereunder are several and not joint with the obligations of any other Holder hereunder, and no Holder shall be responsible in any way for the performance of the obligations of any other Holder hereunder. Nothing contained herein or in any other agreement or document delivered at any closing, and no action taken by any Holder pursuant hereto or thereto, shall be deemed to constitute the Holders as a partnership, an association, a joint venture or any other kind of group or entity, or create a presumption that the Holders are in any way acting in concert or as a group or entity with respect to such obligations or the transactions contemplated by this Agreement or any other matters, and the Company acknowledges that the Holders are not acting in concert or as a group, and the Company shall not assert any such claim, with respect to such obligations or transactions. Each Holder shall be entitled to protect and enforce its rights, including without limitation the rights arising out of this Agreement, and it shall not be necessary for any other Holder to be joined as an additional party in any proceeding for such purpose. The use of a single agreement with respect to the obligations of the Company contained was solely in the control of the Company, not the action or decision of any Holder, and was done solely for the convenience of the Company and not because it was

required or requested to do so by any Holder. It is expressly understood and agreed that each provision contained in this Agreement is between the Company and a Holder, solely, and not between the Company and the Holders collectively and not between and among Holders.

(Signature Pages Follow)

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

FOXO TECHNOLOGIES INC.

By:  _____

Name: Seamus Lagan

Title: CEO

[SIGNATURE PAGE OF HOLDERS FOLLOWS]

[SIGNATURE PAGE OF HOLDERS TO FOXO RRA]

Name of Holder: Sabby volatility warrant Master Fund, Ltd

Signature of Authorized Signatory of Holder: 

Name of Authorized Signatory: Robert grundstein

Title of Authorized Signatory: COO of Investment Manager

[SIGNATURE PAGES CONTINUE]

Annex A

Plan of Distribution

Each Selling Stockholder (the “Selling Stockholders”) of the securities and any of their pledgees, assignees and successors-in-interest may, from time to time, sell any or all of their securities covered hereby on the [principal Trading Market or any other stock exchange, market or trading facility on which the securities are traded or in private transactions. These sales may be at fixed or negotiated prices. A Selling Stockholder may use any one or more of the following methods when selling securities:

- ordinary brokerage transactions and transactions in which the broker-dealer solicits purchasers;
- block trades in which the broker-dealer will attempt to sell the securities as agent but may position and resell a portion of the block as principal to facilitate the transaction;
- purchases by a broker-dealer as principal and resale by the broker-dealer for its account;
- an exchange distribution in accordance with the rules of the applicable exchange;
- privately negotiated transactions;
- settlement of short sales;
- in transactions through broker-dealers that agree with the Selling Stockholders to sell a specified number of such securities at a stipulated price per security;
- through the writing or settlement of options or other hedging transactions, whether through an options exchange or otherwise;
- a combination of any such methods of sale; or
- any other method permitted pursuant to applicable law.

The Selling Stockholders may also sell securities under Rule 144 or any other exemption from registration under the Securities Act of 1933, as amended (the “Securities Act”), if available, rather than under this prospectus.

Broker-dealers engaged by the Selling Stockholders may arrange for other brokers-dealers to participate in sales. Broker-dealers may receive commissions or discounts from the Selling Stockholders (or, if any broker-dealer acts as agent for the purchaser of securities, from the purchaser) in amounts to be negotiated, but, except as

set forth in a supplement to this Prospectus, in the case of an agency transaction not in excess of a customary brokerage commission in compliance with FINRA Rule 2121; and in the case of a principal transaction a markup or markdown in compliance with FINRA Rule 2121.

In connection with the sale of the securities or interests therein, the Selling Stockholders may enter into hedging transactions with broker-dealers or other financial institutions, which may in turn engage in short sales of the securities in the course of hedging the positions they assume. The Selling Stockholders may also sell securities short and deliver these securities to close out their short positions, or loan or pledge the securities to broker-dealers that in turn may sell these securities. The Selling Stockholders may also enter into option or other transactions with broker-dealers or other financial institutions or create one or more derivative securities which require the delivery to such broker-dealer or other financial institution of securities offered by this prospectus, which securities such broker-dealer or other financial institution may resell pursuant to this prospectus (as supplemented or amended to reflect such transaction).

The Selling Stockholders and any broker-dealers or agents that are involved in selling the securities may be deemed to be “underwriters” within the meaning of the Securities Act in connection with such sales. In such event, any commissions received by such broker-dealers or agents and any profit on the resale of the securities purchased by them may be deemed to be underwriting commissions or discounts under the Securities Act. Each Selling Stockholder has informed the Company that it does not have any written or oral agreement or understanding, directly or indirectly, with any person to distribute the securities.

The Company is required to pay certain fees and expenses incurred by the Company incident to the registration of the securities. The Company has agreed to indemnify the Selling Stockholders against certain losses, claims, damages and liabilities, including liabilities under the Securities Act.

We agreed to keep this prospectus effective until the earlier of (i) the date on which the securities may be resold by the Selling Stockholders without registration and without regard to any volume or manner-of-sale limitations by reason of Rule 144, without the requirement for the Company to be in compliance with the current public information under Rule 144 under the Securities Act or any other rule of similar effect or (ii) all of the securities have been sold pursuant to this prospectus or Rule 144 under the Securities Act or any other rule of similar effect. The resale securities will be sold only through registered or licensed brokers or dealers if required under applicable state securities laws. In addition, in certain states, the resale securities covered hereby may not be sold unless they have been registered or qualified for sale in the applicable state or an exemption from the registration or qualification requirement is available and is complied with.

Under applicable rules and regulations under the Exchange Act, any person engaged in the distribution of the resale securities may not simultaneously engage in market making activities with respect to the common stock for the applicable restricted

period, as defined in Regulation M, prior to the commencement of the distribution. In addition, the Selling Stockholders will be subject to applicable provisions of the Exchange Act and the rules and regulations thereunder, including Regulation M, which may limit the timing of purchases and sales of the common stock by the Selling Stockholders or any other person. We will make copies of this prospectus available to the Selling Stockholders and have informed them of the need to deliver a copy of this prospectus to each purchaser at or prior to the time of the sale (including by compliance with Rule 172 under the Securities Act).

SELLING SHAREHOLDERS

The common stock being offered by the selling shareholders are those previously issued to the selling shareholders, and those issuable to the selling shareholders, upon exercise of the warrants. For additional information regarding the issuances of those shares of common stock and warrants, see "Private Placement of Shares of Common Stock and Warrants" above. We are registering the shares of common stock in order to permit the selling shareholders to offer the shares for resale from time to time. Except for the ownership of the shares of common stock and the warrants, the selling shareholders have not had any material relationship with us within the past three years.

The table below lists the selling shareholders and other information regarding the beneficial ownership of the shares of common stock by each of the selling shareholders. The second column lists the number of shares of common stock beneficially owned by each selling shareholder, based on its ownership of the shares of common stock and warrants, as of _____, 20__, assuming exercise of the warrants held by the selling shareholders on that date, without regard to any limitations on exercises.

The third column lists the shares of common stock being offered by this prospectus by the selling shareholders.

In accordance with the terms of a registration rights agreement with the selling shareholders, this prospectus generally covers the resale of the sum of (i) the number of shares of common stock issued to the selling shareholders in the "Private Placement of Shares of Common Stock and Warrants" described above and (ii) the maximum number of shares of common stock issuable upon exercise of the related warrants, determined as if the outstanding warrants were exercised in full as of the trading day immediately preceding the date this registration statement was initially filed with the SEC, each as of the trading day immediately preceding the applicable date of determination and all subject to adjustment as provided in the registration right agreement, without regard to any limitations on the exercise of the warrants. The fourth column assumes the sale of all of the shares offered by the selling shareholders pursuant to this prospectus.

Under the terms of the warrants [and other warrants held by selling shareholders], a selling shareholder may not exercise [the] [any such] warrants to the extent such exercise would cause such selling shareholder, together with its affiliates and attribution parties, to beneficially own a number of shares of common stock which would exceed 4.99% or 9.99%, as applicable, of our then outstanding common stock following such exercise, excluding for purposes of such determination shares of common stock issuable upon exercise of such warrants which have not been exercised. The number of shares in the second and fourth columns do not reflect this limitation. The selling shareholders may sell all, some or none of their shares in this offering. See "Plan of Distribution."

<u>Name of Selling Shareholder</u>	<u>Number of shares of Common Stock Owned Prior to Offering</u>	<u>Maximum Number of shares of Common Stock to be Sold Pursuant to this Prospectus</u>	<u>Number of shares of Common Stock Owned After Offering</u>
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Annex C

Selling Stockholder Notice and Questionnaire

The undersigned beneficial owner of common stock (the "Registrable Securities") of _____, a _____ corporation (the "Company"), understands that the Company has filed or intends to file with the Securities and Exchange Commission (the "Commission") a registration statement (the "Registration Statement") for the registration and resale under Rule 415 of the Securities Act of 1933, as amended (the "Securities Act"), of the Registrable Securities, in accordance with the terms of the Registration Rights Agreement (the "Registration Rights Agreement") to which this document is annexed. A copy of the Registration Rights Agreement is available from the Company upon request at the address set forth below. All capitalized terms not otherwise defined herein shall have the meanings ascribed thereto in the Registration Rights Agreement.

Certain legal consequences arise from being named as a selling stockholder in the Registration Statement and the related prospectus. Accordingly, holders and beneficial owners of Registrable Securities are advised to consult their own securities law counsel regarding the consequences of being named or not being named as a selling stockholder in the Registration Statement and the related prospectus.

NOTICE

The undersigned beneficial owner (the "Selling Stockholder") of Registrable Securities hereby elects to include the Registrable Securities owned by it in the Registration Statement.

The undersigned hereby provides the following information to the Company and represents and warrants that such information is accurate:

QUESTIONNAIRE

1. Name.

- (a) Full Legal Name of Selling Stockholder

- (b) Full Legal Name of Registered Holder (if not the same as (a) above) through which Registrable Securities are held:

- (c) Full Legal Name of Natural Control Person (which means a natural person who directly or indirectly alone or with others has power to vote or dispose of the securities covered by this Questionnaire):

2. Address for Notices to Selling Stockholder:

Telephone:

E-Mail:

Contact Person:

3. Broker-Dealer Status:

- (a) Are you a broker-dealer?

Yes ☐ No ☐

- (b) If "yes" to Section 3(a), did you receive your Registrable Securities as compensation for investment banking services to the Company?

Yes ☐ No ☐

Note: If "no" to Section 3(b), the Commission's staff has indicated that you should be identified as an underwriter in the Registration Statement.

- (c) Are you an affiliate of a broker-dealer?

Yes ☐ No ☐

- (d) If you are an affiliate of a broker-dealer, do you certify that you purchased the Registrable Securities in the ordinary course of business, and at the time of the purchase of the Registrable Securities to be resold, you had no agreements or understandings, directly or indirectly, with any person to distribute the Registrable Securities?

Yes ☐ No ☐

Note: If “no” to Section 3(d), the Commission’s staff has indicated that you should be identified as an underwriter in the Registration Statement.

4. Beneficial Ownership of Securities of the Company Owned by the Selling Stockholder.

Except as set forth below in this Item 4, the undersigned is not the beneficial or registered owner of any securities of the Company other than the securities issuable pursuant to the Purchase Agreement.

- (a) Type and Amount of other securities beneficially owned by the Selling Stockholder:

5. Relationships with the Company:

Except as set forth below, neither the undersigned nor any of its affiliates, officers, directors or principal equity holders (owners of 5% of more of the equity securities of the undersigned) has held any position or office or has had any other material relationship with the Company (or its predecessors or affiliates) during the past three years.

State any exceptions here:

The undersigned agrees to promptly notify the Company of any material inaccuracies or changes in the information provided herein that may occur subsequent to the date hereof at any time while the Registration Statement remains effective; provided, that the undersigned shall not be required to notify the Company of any changes to the number of securities held or owned by the undersigned or its affiliates.

By signing below, the undersigned consents to the disclosure of the information contained herein in its answers to Items 1 through 5 and the inclusion of such information in the Registration Statement and the related prospectus and any amendments or supplements thereto. The undersigned understands that such information will be relied upon by the Company in connection with the preparation or amendment of the Registration Statement and the related prospectus and any amendments or supplements thereto.

IN WITNESS WHEREOF the undersigned, by authority duly given, has caused this Notice and Questionnaire to be executed and delivered either in person or by its duly authorized agent.

Date: _____

Beneficial Owner: _____

By: _____

Name:

Title:

PLEASE EMAIL A .PDF COPY OF THE COMPLETED AND EXECUTED NOTICE AND QUESTIONNAIRE TO:

CONSENT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

We hereby consent to the incorporation by reference in this Registration Statement on Form S-1 of FOXO Technologies Inc. of our report dated April 15, 2025 on the consolidated balance sheets of FOXO Technologies Inc. as of December 31, 2024 and 2023 and the related consolidated statements of operation, stockholders' equity (deficit), and cash flows for the years then ended. Our report includes an explanatory paragraph about the existence of substantial doubt about the Company's ability to continue as a going concern.

We also consent to the reference to us under the captions "Experts" in such Registration Statement.

/s/ Kreit & Chiu CPA LLP

Los Angeles, California
April 24, 2025

Calculation of Filing Fee Tables
Form S-1
(Form Type)
FOXO Technologies Inc.
(Exact Name of Registrant as Specified in its Charter)

Table 1: Newly Registered and Carry Forward Securities

	<u>Security Type</u>	<u>Security Class Title</u>	<u>Fee Calculation or Carry Forward Rule</u>	<u>Amount To Be Registered (1)</u>	<u>Maximum Offering Price Per Share (2)</u>	<u>Maximum Aggregate Offering Price</u>	<u>Fee Rate</u>	<u>Amount of Registration Fee</u>
Fees to be paid	Equity	Class A Common Stock, \$0.0001 par value per share, issuable upon full exercise of shares of Series A Preferred Stock (3)	Rule 457(c)	4,000,000	\$ 0.831	\$ 3,324,000	0.0001531	\$ 508.91
Fees Previously Paid	—	—	—	—	—	—	—	—
Carry Forward Securities	—	—	—	—	—	—	—	—
		Total Offering Amounts				\$ 3,324,000		\$ 508.91
		Total Fees Previously Paid						—
		Total Fee Offset						—
		Net Fee Due						\$ 508.91

- (1) Pursuant to Rule 416(a) of the Securities Act of 1933, as amended (the “**Securities Act**”), includes any additional shares of Class A Common Stock, par value \$0.0001 per share (the “**Common Stock**”), of FOXO Technologies Inc. (the “Registrant”) that may from time to time be offered or issued to prevent dilution from any stock dividend, stock split, recapitalization or other similar transaction effected without receipt of consideration that increases the number of outstanding shares of Common Stock.
- (2) Estimated solely for the purpose of computing the amount of the registration fee pursuant to Rule 457(c) of the Securities Act, based upon the average of the high and low prices for a share of Common Stock as reported on the NYSE American on April 30, 2025, which date is a date within five business days of the filing of the registration statement filed by the Registrant for the registration of the securities listed in the table above (the “**Registration Statement**”).
- (3) Represents shares of Common Stock issuable upon the conversions of Series A Preferred Stock that were issued by the Registrant to the selling stockholders named in the Registration Statement.