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

FORM 8-K

CURRENT REPORT

**PURSUANT TO SECTION 13 OR 15(d)
OF THE SECURITIES EXCHANGE ACT OF 1934**

Date of Report (Date of earliest event reported): January 4, 2021

Better Choice Company Inc.

(Exact name of Registrant as Specified in its Charter)

Delaware
(State or other Jurisdiction of Incorporation)

333-161943
(Commission File Number)

26-2754069
(IRS Employer Identification No.)

**164 Douglas Road East
Oldsmar, Florida 34677**
(Address of Principal Executive Offices) (Zip Code)

(Registrant's Telephone Number, Including Area Code): **(646) 846-4280**

N/A
(Former name or former address, if changed since last report.)

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

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
- Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
- Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
- Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

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

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
N/A	N/A	N/A

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

Emerging growth company

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

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

Retirement of Mr. von Pein as Chief Executive Officer

On January 4, 2021, Better Choice Company (the “Company”) announced that Werner von Pein, age 80, retired from his role as Chief Executive Officer of the Company, effective December 31, 2020 (the “Separation Date”). The Company and Mr. von Pein entered into a Separation and Retirement Agreement (the “Separation Agreement”). The Separation Agreement provides for continuation of payment by the Company of Mr. von Pein’s salary for a period of six months; the payment of Mr. von Pein’s 2020 annual bonus in accordance with the Company’s Management Incentive Plan; the accelerated vesting of 75% of unvested stock options held by Mr. von Pein as of the Separation Date and the payment of unused paid time off as of the Separation Date. In addition, the Separation Agreement includes a general release by Mr. von Pein related to Mr. von Pein’s employment with the Company.

The foregoing is a summary of the material terms of the Separation Agreement. The summary does not purport to be complete and is qualified in its entirety by reference to Mr. von Pein’s Separation Agreement, which is filed as Exhibit 10.1.

Appointment of Chief Executive Officer

On January 4, 2021, the Company announced that Scott Lerner, age 48, was appointed as Chief Executive Officer of the Company, effective as of January 1, 2021. Prior to joining the Company, Mr. Lerner served as the Chief Executive Officer of Farmhouse Culture where he partnered with private equity investors to reposition the brand to capitalize on health and wellness trends. Previously, Mr. Lerner held positions with PepsiCo, ConAgra Foods and Kimberly-Clark, where he managed iconic brands such as Naked Juice, Quaker Oats, Scott Tissue and Parkay Margarine. In 2008, Scott created his own functional beverage brand called Solixir, resulting in a successful exit in 2014. Following the sale of Solixir, Scott partnered with the private equity group VMG partners to become the CEO of Kernel Season’s, where he introduced new product lines, increased profitability by 30% and oversaw the sale of the company to Hilghlander Partners.

There are no other arrangements or understandings between Mr. Lerner and any other persons, other than the Employment Agreement (as defined and described below), pursuant to which he was appointed to the office described above and no family relationship among any of the Company’s directors or executive officers and Mr. Lerner. Mr. Lerner does not have any direct or indirect interest in any transaction required to be disclosed pursuant to Item 404(a) of Regulation S-K.

Employment Agreement with the Chief Executive Officer

The Company and Mr. Lerner entered into an Employment Agreement dated as of December 28, 2020 (the “Employment Agreement”) in connection with Mr. Lerner’s appointment as Chief Executive Officer of the Company as of January 1, 2021. Pursuant to the Employment Agreement, Mr. Lerner’s initial annual base salary will be \$325,000 and his target bonus will be not less than 35% of his base salary, with his actual bonus to be determined by the Board. In addition, under the Employment Agreement, Mr. Lerner will be entitled to five weeks’ paid vacation and will be eligible to participate in certain employee benefit plans offered by the Company. Further, Mr. Lerner will receive an initial grant of 500,000 Company stock options at an exercise price of \$1.13 per share. The options will vest over a period of three years subject to continued employment with the Company as follows: one-third of the options will vest on the first anniversary of the date of the Employment Agreement and the remaining options will vest monthly in equal amounts over the remaining 24-month period. In the event of a Change in Control (as defined therein) the options shall immediately vest and become exercisable in their entirety.

The foregoing is a summary of the material terms of the Employment Agreement. The summary does not purport to be complete and is qualified in its entirety by reference to Mr. Lerner’s Employment Agreement relating to employment, which is filed as Exhibit 10.2.

Item 9.01. Financial Statements and Exhibits

(d) Exhibits.

Exhibits	Description
10.1	Separation and Retirement Agreement, Dated December 28, 2020 by and between Werner von Pein and the Company
10.2	Employment Agreement, Dated December 28, 2020 by and between Scott Lerner and the Company
99.1	Press release dated January 4, 2021

SIGNATURE

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

Better Choice Company Inc.

By: /s/ Scott Lerner
Name: Scott Lerner
Title: Chief Executive Officer

January 4, 2021

**EMPLOYMENT AGREEMENT
OF
SCOTT LERNER**

THIS EMPLOYMENT AGREEMENT (this “Agreement”) is entered into, effective as of the 28th day of December 2020 (the “Effective Date”) by and between Better Choice Company, Inc., a Delaware corporation (together with any of its subsidiaries and affiliates as may employ the Executive from time to time, the “Company”), and Scott Lerner, an individual (the “Executive”). The Company and the Executive are referred to jointly herein as the “Parties,” and individually as a “Party.”

WITNESSETH

WHEREAS, the Company desires to employ the Executive on the terms and conditions provided in this Agreement, and the Executive is willing to accept such employment with the Company on the terms and conditions provided herein.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereafter set forth, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, hereby agree as follows.

1. **Employment.** The Company hereby employs the Executive on an at-will basis to perform those duties generally described in this Agreement, and the Executive hereby accepts and agrees to be so employed, on the terms and conditions hereinafter set forth. The Executive’s start date shall be the Effective Date, December 28, 2020.

2. **Position and Duties.**

a. During the Executive’s employment under this Agreement, the Executive shall initially hold the position of Chief Executive Officer. The Executive shall perform such duties as such position would normally perform or as otherwise specified in the Company’s By-laws, and shall perform such other reasonable duties as the Chairman of the Board (“Chairman”) of the Company may from time to time prescribe. During the Executive’s employment: (i) the Executive shall devote at least forty (40) hours per week to fulfill the duties of their position, and shall use their best efforts, judgment and energy to improve and advance the business and interests of the Company in a manner consistent with the duties of their position; and (ii) the Executive shall not hold any other employment or business affiliations (other than those positions currently held by the Executive that are listed on Annex A) without the express written approval, in advance, of the Chairman. The Executive represents to the Company that he is not subject to or a party to any employment agreement, non-competition covenant, or any other agreement, covenant, or understanding which would prohibit or restrict the Executive from fully performing their duties hereunder.

b. The Executive acknowledges that the Company is publicly-held and, as a

3. **Place of Performance.** The Executive shall perform their duties at the Company's headquarters when required or remotely as agreed, except for travel that is required to perform the duties of their position and to carry out the business affairs of the Company.

4. **Compensation.** During the Executive's employment, for all services rendered by the Executive, the Company shall pay the Executive a fixed annual salary of \$325,000 less applicable deductions. The Executive's salary shall be reviewed at least annually by the Board and the Board may, but shall not be required to, increase the Executive's salary during the Executive's employment under this Agreement.

For the avoidance of doubt, the Parties agree that, for the second year of the Executive's employment with the Company, the Executive's salary shall be no lower than \$325,000 but may be higher based upon the Board's annual review.

a. Notwithstanding anything in Section 4 immediately above, for the first twelve (12) months of the Executive's employment with the Company, the Executive shall receive his fixed annual salary of \$325,000 in the following manner: (i) receive a one-time payment of \$25,000 upon signing this Agreement, and (ii) receive the remaining \$300,000 of his fixed annual salary, less applicable deductions, over the course of the first twelve (12) months of his employment with the Company, payable in accordance with the Company's usual payroll structure.

b. There is an expectation that upon signing this Agreement, the Executive shall buy \$12,500 worth of the Company's stock.

5. **Bonus Compensation.** The Executive shall be entitled to receive an annual bonus of up to fifty percent (50%) of the fixed salary listed in Section 4 as additional compensation as determined by the Board of Directors (the "Board"), or any committee thereof, based on the Board's assessment of the Executive's achievement of reasonable performance goals and objectives to be established by the Company and the Executive, in accordance with the Better Choice Company Bonus Management Incentive Plan (the "MIP"), and as set forth in Exhibit A.

6. **Employment Benefits.** In addition to the compensation provided for in Sections 4 and 5 above to be paid to the Executive during the Employment Term, the Executive shall:

a. be eligible to participate in any retirement plans that may be provided by the Company for its employees in accordance with the provisions of any such plans and the Company's policies;

b. be entitled to non-disability parental leave and disability-related maternity leave, as applicable, in accordance with the Company's policies;

c. be eligible to participate in any life, disability, accident, or other insurance plans and/or medical and health plans, or others employee welfare benefit plans, that may be provided by the Company for its employees in accordance with the provisions of any such plans;

d. be eligible for 5 weeks of vacation each fiscal year without loss of compensation or other benefits to which the Executive is entitled under this Agreement, to be taken at such times as the Executive may select and the affairs of the Company may permit. Any unused days will be carried over to the next fiscal year; and

e. be eligible to participate in any deferred compensation programs that the Company has or may establish for its executive employees.

All benefits are subject to applicable IRS guidelines, applicable deductions or withholdings, federal and state law, and the Company's policies as may be in effect from time to time.

7. **Stock Options and Performance Incentive Equity.** In consideration of entering into this Agreement, the Company shall grant to the Executive an option to purchase 500,000 shares of its common stock (the "Initial Option Grant"), as set forth on Exhibit B hereto, pursuant to the Better Choice Company, Inc. 2019 Incentive Award Plan (the "Plan"). The Initial Option Grant shall be subject to the terms and conditions of the Plan, or any successor plan thereto, which may be modified or revoked at any time in the sole discretion of the Company, and applicable award agreements thereunder.

a. **Performance Incentive Equity.** In addition to the Initial Option Grant, the Executive shall be eligible to receive additional stock option equity grants (the "Additional Grants") at the end of each year, assuming individual and Company bonus targets are achieved, as outlined in the MIP. The Additional Grants, which shall be within the allotted management incentive pool of options, will be awarded at the discretion of the Board and based on performance of the Executive and their team for each year of operations. The Additional Grants shall be subject to the terms and conditions of the Plan, or any successor plan thereto, which may be modified or revoked at any time in the sole discretion of the Company, and applicable award agreements thereunder.

8. **Working Facilities and Staff.** The Company shall provide to the Executive, as is reasonably appropriate, suitable offices, facilities, and staff appropriate for and commensurate with the Executive's position, and suitable for the performance of the Executive's responsibilities.

9. **Expenses.** The Company shall, upon submission of receipts or expense reports acceptable to the Company, reimburse the Executive for all reasonable expenses incurred by the Executive in connection with the performance of their obligations hereunder.

10. **Inventions, Designs, and Product Developments.** All inventions, designs, ideas, innovations, techniques, processes, procedures, improvements, and product developments, including without limitation those relating to software and other computer system components, developed or conceived by the Executive, solely or jointly with others (whether or not patentable or copyrightable), at any time during the employment with the Company that (i) relate directly or indirectly to the actual or planned business activities of the Company or (ii) that are otherwise made through the use of the Company's time, facilities, or materials (collectively, the "Intellectual Property") shall be the exclusive property of the Company, with all copyrightable Intellectual

Property to be deemed “works for hire” under the federal Copyright Act. The Executive hereby assigns, transfers, and conveys to the Company all of their right, title, and interests in any such Intellectual Property. The Executive shall disclose fully, and as soon as practicable and in writing, all Intellectual Property to the Board. At any time, and from time to time, upon request of the Company, the Executive shall execute and deliver to the Company any and all instruments, documents, and papers, give evidence and do any and all other acts deemed necessary or desirable by the Company, to document such transfer or to enable the Company to file and prosecute applications for and to acquire, maintain and enforce any and all patents, trademark registrations, or copyrights under the laws of the United States (or any of its states) or foreign law with respect to such Intellectual Property or to obtain any extension, validation, re-issue, continuance, or renewal of such patent, trademark, or copyright. The duty to cooperate in the protection of the Company’s Intellectual Property as described in this Section 10 shall survive the expiration or termination of this Agreement.

11. **Covenant Regarding Confidential Information.** The Executive hereby covenants, agrees, and acknowledges as follows:

a. The Executive’s employment hereunder creates a relationship of confidence and trust between the Executive and the Company with respect to certain knowledge and information applicable to the business of the Company, which will be learned by the Executive during the period of the Executive’s employment.

b. The Executive agrees that they shall not during or after their employment with the Company ceases for any reason, disclose to any other person or entity, except as required to perform employment services exclusively for the benefit of the Company, any of the Company’s Confidential Information. The term “Confidential Information” shall include all information, in whatever form, of a proprietary or commercial nature relating to the Company’s business not already within the public domain (other than as a result of disclosure by the Executive), including without limitation all information relating to the Company’s finances, marketing strategies and techniques, pricing, customers or clients, contracts, employees and personnel, technologies, inventions, intellectual property, suppliers, processes, methods and manners of operation, procurement or delivery of services, management information systems, techniques, budgeting, and the like. For purposes of this Section 11, the Company shall include any parent, subsidiary, or affiliate of the Company.

c. The Executive agrees that upon the termination of their employment with the Company, for any reason, they will promptly return all tangible items (including documents) containing or relating to any Confidential Information, along with all other property of the Company then in the Executive’s possession, and that they will promptly delete any Confidential Information that they may have stored in electronic format on any equipment belonging to them. The Executive will promptly certify to the Company that they have complied with this provision.

d. The Executive acknowledges that the nondisclosure obligations of this Section 11 shall survive the expiration or termination of this Agreement, and that a remedy at law for any breach or threatened breach of the provisions of this Section 11 would be inadequate, and therefore agrees that the Company shall be entitled to injunctive relief in addition to any other

available rights and remedies in case of any such breach or threatened breach, provided, however that nothing contained herein shall be construed as prohibiting the Company from pursuing any other remedies available for any such breach or threatened breach.

12. **Non-solicitation.** During the Executive's employment by the Company, and for twelve (12) months following the termination of the Executive's employment for any reason, the Executive shall not, directly or indirectly:

a. solicit, recruit, encourage, or induce any employee of the Company (or of its parents, subsidiaries, or affiliates) to leave their employment with the Company (or of its parents, subsidiaries, or affiliates) for any other employment or business opportunity. For purposes of this Section 12, the term "employee" shall include any individual who is then employed by the Company or who has been employed by the Company within six months of the solicitation efforts; or

b. solicit, recruit, encourage, or induce any contractor, agent, client or customer, supplier, or the like of the Company to terminate its/their relationship with the Company, in whole or in part, or solicit, induce, or encourage any person/entity to terminate, in whole or in part, any contractual relationship with the Company or to refrain from entering into a contractual relationship with the Company (including without limitation any prospective customers/clients of the Company). For purposes of this Section 12(b), the Company shall include any parent, subsidiary, or affiliate of the Company.

It is understood and agreed that the covenants made by the Executive in this Section 12 shall survive the expiration or termination of this Agreement. It is further agreed that during any period in which the Executive is found to be in breach of the requirements of this Section 12, the twelve (12) month time period set forth above shall be tolled so that the Company is provided with the full benefit of the twelve (12) month restrictive period.

13. **Termination.** The Executive's employment hereunder shall be terminated upon the occurrence of any of the following:

a. immediately upon the death of the Executive;

b. at the discretion of the Company upon the inability of the Executive to perform the essential functions of their job on account of disability or incapacity for a period of three or more months, whether consecutive or non-consecutive, despite reasonable accommodation attempts by the Company for the disability, during the Executive's employment ("Disability"); such termination to take effect immediately upon written notice from the Company to the Executive;

c. termination of the Executive's employment hereunder by the Executive at any time for any reason whatsoever including, without limitation, resignation or retirement; provided, however, that the Executive shall provide the Company with at least three (3) months advance written notice of their intent to terminate this Agreement under this provision; and

d. termination of the Executive's employment by the Company at any time and for any reason with at least thirty (30) days advance written notice from the Company to the Executive.

14. **Payments for Termination.** In the event the Executive's employment is terminated for any reason set forth in Section 13, (whether by either the Company or the Executive), the Executive shall be entitled to the total unpaid compensation owing to the Executive, consisting of the pro rata share of any compensation provided for under Section 4 through the date of such termination, any payments due under Section 5 with respect to any prior completed fiscal year, and any unreimbursed expenses under Section 9, and, as severance payment, the Company shall continue payment of the Executive's salary, as described in Section 4, for a period of six (6) months immediately following the Executive's termination date.

15. **Compensation Upon Merger.** Notwithstanding the clause outlined in Section 14 herein, in the event of a Merger (as defined in Section 15.a.) occurring during the duration of the Executive's employment with the Company, the following shall be applicable:

a. **Merger.** Merger shall mean a merger, consolidation, acquisition or liquidation event of the Company with, into or by any other corporation or corporations, or a sale of all or substantially all of the assets of the Company, resulting in the stockholders of the Company immediately prior to such transaction holding less than a majority of the outstanding voting equity securities of the surviving corporation in such merger, consolidation, acquisition or sale of assets reorganized.

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

c. **Termination for Cause.** In the event the Executive's employment hereunder is terminated by the Company for cause, the Company shall pay and provide to the employee any and all payments as outlined under Section 14 of this Agreement.

d. **Cause.** Cause shall mean (i) any act of personal dishonesty taken by the Executive in connection with their responsibilities as an employee which is intended to result in personal enrichment of the Executive, (ii) the Executive's conviction of a felony that the Board of Directors reasonably believes has had or will have a material detrimental effect on the Company's reputation or business, (iii) a willful act by the Executive that constitutes misconduct and is injurious to the Company, including without limitation any breach of Section 11 hereof, and (iv) continued willful violations by the Executive of the Executive's obligations to the Company for a period of thirty (30) days after there has been delivered to the Executive a written demand for

performance from the Company which describes the basis for the Company's belief that the Executive has not substantially performed their duties.

e. **Termination for Good Reason or Without Cause**. In the event the Executive's employment hereunder is terminated either by the Executive for Good Reason or by the Company without Cause within twelve (12) months following a Merger, the Company shall pay and provide to the employee any and all payments as outlined under Section 14 of this Agreement and the Company shall provide the Executive with an additional lump sum amount equal to six (6) months of the employee's base salary (as in effect immediately prior to the date of such termination). This payment shall be made within five (5) business days following the date of such termination.

f. **Good Reason**. Good Reason shall exist if one or more of the following circumstances exists uncured for a period of thirty (30) days after the Executive has notified the Company of the existence of such circumstance(s) after a merger: (i) without the Executive's express written consent, a significant reduction of the Executive's duties, position or responsibilities relative to the Executive's duties, position or responsibilities in effect immediately prior to such reduction, or the removal of the Executive from such position, duties, and responsibilities, unless the Executive is provided with comparable duties, position and responsibilities, it being understood that the Executive shall not be deemed to have been removed from such position if and as long as the Executive shall be offered or shall have an executive position within their area of experience or expertise; (ii) without the Executive's express written consent, a substantial reduction, without good business reasons, of the facilities and tools (including office space and location) available to the Executive immediately prior to such reduction; (iii) a reduction by the Company of the Executive's base salary as in effect immediately prior to such reduction; (iv) a material reduction by the Company in the kind or level of employee benefits to which the Executive is entitled immediately prior to such a reduction with the result that the Executive's overall benefits package is significantly reduced; or (v) without the Executive's express written consent, the relocation of the Executive to a facility or a location more than fifty (50) miles from their then-current location.

g. **Vesting of Options**. Immediately preceding a merger, all of the Executive's then unvested options shall immediately vest and become exercisable in their entirety. Any exercise of options may, at the election of Executive, be exercised with a "cashless exercise" by using shares from any such exercise to pay the exercise price, which shares, for such purpose, being valued at the fair market value, as determined under the Plan, on the date of exercise.

16. **Limit on Payments**.

a. Anything in this Agreement to the contrary notwithstanding, in the event it shall be determined by the Company that any payment or distribution by the Company to or for the benefit of the Executive (whether paid for payable or distributed or distributable pursuant to the terms of this Agreement or otherwise) would be subject to the excise tax imposed by Section 4999 of the Internal Revenue Code, then such payments and/or distributions to the Executive shall be reduced or deferred to the extent necessary so that no such amounts are subject to such excise tax.

b. All determinations required to be made under this Section 16 and the assumptions to be utilized in arriving at such determinations, shall be made by the Company's certified public accounting firm (the "Accounting Firm"), which shall provide detailed supporting calculations both to the Company and the Executive within 10 business days of the receipt of notice from the Executive or the Company that there will be a payment potentially subject to the excise tax imposed by Section 4999 of the Code, or such earlier time as is requested by the Company. All fees and expenses of the Accounting Firm shall be borne solely by the Company. Any determination by the Accounting Firm shall be binding upon the Company and the Executive.

17. **Non-Transferability of Payments Due Under This Agreement.** Neither the Executive, the Executive's spouse, the Executive's designated contingent beneficiary, nor any of the Executive's estates shall have any right to anticipate, encumber or dispose of any payment due under this Agreement. Such payments and other rights are expressly declared non-assignable and non-transferable except as specifically provided herein.

18. **Noncompetition.**

a. During the course of the Executive's employment and for twelve (12) months following the termination of the Executive's relationship with the Company (the "Noncompetition Period") for any reason or no reason, at the option either of the Company or the Executive, with or without notice, the Executive will not, without the prior written consent of the Company, (i) serve as a partner, employee, consultant, officer, director, manager, agent, associate, investor, actor or writer, or (ii) directly or indirectly, own, purchase, organize or take preparatory steps for the organization of, or (iii) build, design, finance, acquire, lease, operate, manage, invest in, work or consult for or otherwise affiliate myself with any business, (A) in competition with or otherwise similar to the Company's business at the time the Executive's employment with the Company terminates or (B) in competition with any other line of business that the Executive knew or reasonably should have known during their employment with the Company that the Company had formed an intention to enter. This covenant shall not prohibit the Executive from owning less than two percent of the securities of any competitor of the Company, if such securities are publicly traded on a nationally recognized stock exchange or over-the-counter market. The foregoing covenant shall cover the Executive's activities in every part of the Territory (as defined below) in which they may conduct business during the Noncompetition Period. During the Noncompetition Period, the Executive shall not, without the prior written consent of the Company, (i) solicit business or sales, for the same or similar products or services as provided by the Company, from any customer, client or account of the Company ("Customers") or (ii) attempt to convert Customers to other sellers or providers for the same or similar products or services as provided by the Company. For purposes of this Section 18.a., "Territory" means (i) all counties in the state of Illinois, (ii) all other states of the United States of America and (iii) all other countries of the world where the Company derives at least three percent (3%) of its gross revenues prior to the date of the termination of my relationship with the Company.

b. The Executive's fulfillment of the obligations contained in this Agreement, including, but not limited to, the Executive's obligation neither to disclose nor to use Confidential Information other than for the Company's exclusive benefit and the Executive's obligations not to

solicit and not to compete are necessary to protect Confidential Information and to preserve the, trade secrets, value and goodwill of the Company. The Executive shall further acknowledge that time, geographic, and scope limitations of their obligations under Section 18.a. are reasonable, especially in light of the Company's desire to protect Confidential Information and trade secrets.

c. The covenants contained in Section 18.a. above shall be construed as a series of separate covenants, one for each city, county, and state of any geographic area in the Territory. Except for geographic coverage, each such separate covenant shall be deemed identical in terms to the covenant contained in Section 18.a. above. If, in any judicial proceeding, a court refuses to enforce any of such separate covenants (or any part thereof), then such unenforceable covenant (or such part) shall be eliminated from this Agreement to the extent necessary to permit the remaining separate covenants (or portions thereof) to be enforced. In the event the provisions of Section 18.a. are deemed to exceed the time, geographic or scope limitations permitted by Delaware law, then such provisions shall be reformed to the maximum time, geographic or scope limitations, as the case may be, then permitted by such law.

19. **Conflicts of Interest.** While employed by the Company, the Executive shall not, unless approved by the Board of Directors or its Compensation Committee, directly or indirectly:

a. Participate as an individual in any way in the benefits of transactions with any of the Company's vendors, clients, customers, suppliers or manufacturers, without limitation, having a financial interest in the Company's vendors, clients, customers, suppliers or manufacturers or making loans to, or receiving loans, from, the Company's vendors, clients, customers, suppliers or manufacturers;

b. realize a personal gain or advantage from a transaction in which the Company has an interest or use information obtained in connection with the Executive's employment with the Company for the Executive's personal advantage or gain; or

c. accept any offer to serve as an officer, director, partner, consultant, manager with, or to be employed in a professional, technical, or managerial capacity by, a person or entity which does business with the Company.

20. **Compensation Recovery Policy.** The Executive acknowledges and agrees that, to the extent the Company adopts any claw-back or similar policy pursuant to the Dodd-Frank Wall Street Reform and Consumer Protection Act or otherwise, and any rules and regulations promulgated thereunder, the Executive shall take all action necessary or appropriate to comply with such policy (including, without limitation, entering into any further agreements, amendments or policies necessary or appropriate to implement and/or enforce such policy).

21. **Assignment.** This Agreement shall not be assignable by either Party, without the written consent of the other Party, except that the Company may, without the consent of the Executive, assign this Agreement (i) to any parent, subsidiary, or affiliate of the Company either now existing or created in the future; or (ii) to any person or entity into which the Company merges or consolidates.

22. **Notices.** All notices that are required or permitted hereunder shall be in writing and shall be sufficient if personally delivered, if sent by registered or certified mail, or if sent by Federal Express or by other overnight delivery service, to the addresses set forth below, unless such address is changed by written notice to the other Party:

TO THE EXECUTIVE:

Scott Lerner (at the address in the Company's files)

TO THE COMPANY:

Better Choice Company, Inc.
4025 Tampa Road
Oldsmar, FL 34677

23. **Entire Agreement.** This Agreement supersedes and is controlling over any and all other prior existing agreements between the Parties with respect to the employment of the Executive by the Company. All negotiations, commitments and understandings acceptable to both Parties have been incorporated herein. No letter, telegram, or other communication passing between the Parties hereto covering any matter during the Executive's employment, or any plans or periods thereafter, shall be deemed a part of this Agreement, nor shall it have the effect of modifying or adding to this Agreement unless it is distinctly stated in such letter, telegram or communication that it is to constitute a part of this Agreement and is to be attached as a rider to this Agreement and is signed by the Parties to this Agreement. This Agreement may not be amended except by a written instrument executed by both Parties.

24. **Enforcement.** The Executive acknowledges that any remedy at law for breach of Sections 10, 11, and 12 would be inadequate, acknowledges that the Company would be irreparably damaged by an actual or threatened breach thereof, and agrees that the Company shall be entitled to an injunction restraining the Executive from any actual or threatened breach of Sections 10, 11, and 12 as well as any further appropriate relief. No claim by the Executive that the Company has breached any obligations to the Executive shall be a defense to the enforcement of the Executive's obligations under Sections 10, 11, and 12. In any action to enforce Sections 10, 11, and 12, the Executive consents to jurisdiction and venue in the federal or state courts located in the State of Delaware.

25. **Governing Law.** This Agreement shall be governed by and interpreted in accordance with the laws of the State of Delaware, without regard to the principles of conflict of laws.

26. **Severability.** If and to the extent that any court of competent jurisdiction holds any provision or any part thereof of this Agreement to be invalid or unenforceable, such holding shall in no way affect the validity of the remainder of this Agreement.

27. **Waiver.** No failure by any Party to insist upon the strict performance of any covenant, duty, agreement or condition of this Agreement or to exercise any right or remedy

consequent upon a breach hereof shall constitute a waiver of any such breach or of any other covenant, agreement, term or condition.

[signature page follows]

IN WITNESS WHEREOF, the Company and the Executive have executed and delivered this Agreement to be effective as of the date first above written.

“The Company”

BETTER CHOICE COMPANY, INC.

By:

Its:

“The Executive”

SCOTT LERNER

EXHIBIT A

Target Bonus

The Company's Executive team members that are full-time employees are eligible to participate in the Better Choice Company Bonus Management Incentive Plan (the "MIP"). The MIP is performance based whereby the Chief Executive Officer can earn between 35-50% of their base salary in additional bonus compensation based on Company and individual performance for a given year. Please note that all bonus payouts are subject to the approval of the Board of Directors (the "Board"). Please reference the Board approved MIP each year for target payout percentages.

For the calculation of Executive's 2021 bonus, and subsequent year-end bonuses thereafter, there will be a Company component making up 75% of the bonus, and an individual component making up the remaining 25% of the bonus. The Company component is determined by whether the Company reaches its revenue target and EBITDA target. The individual target for the Executive shall be based upon the yearly strategic plan and key focus areas as determined by the Board.

Executive shall review for the MIP for specifics, and the Executive understands that the MIP may be changed from time to time at the discretion of the Board.

EXHIBIT B

Performance Incentive Equity

On the Effective Date, the Company shall grant to the Executive an option to purchase 500,000 shares of its common stock (the "Option"), which shall vest, subject to the Executive's continued status as an Employee, Director, or Consultant, and become exercisable as to 1/3rd of the Shares on the first anniversary of the Effective Date (rounded down to the next whole number of Shares). Thereafter, subject to the Executive's continued status as an Employee, Director, or Consultant through each vesting date, the Option shall vest and become exercisable as to 1/36th of the Shares subject thereto on the 13th month anniversary of the Effective Date and each monthly anniversary thereafter (rounded down to the next whole number of Shares), such that the Option shall be fully vested and exercisable on the 3rd anniversary of the Grant Date.

For the avoidance of doubt, in the event of a Change in Control, the Option shall immediately vest and become exercisable in its entirety. Any exercise of options may, at the election of Executive, be exercised with a "cashless exercise" by using shares from any such exercise to pay the exercise price, which shares, for such purpose, being valued at the fair market value, as determined under the Plan, on the date of exercise.

SEPARATION AND RETIREMENT AGREEMENT

This SEPARATION AND RETIREMENT AGREEMENT (this “Agreement”) presented and dated as of December 28, 2020, by and between Werner von Pein (“Executive”) and Better Choice Company, Inc. and its affiliates and subsidiaries, (collectively, the “Company”). Executive and Company are singularly referred to herein as a “Party” and collectively as the “Parties.”

STATEMENT OF PURPOSE

Executive has served as the Chief Executive Officer of the Company. Executive will resign and retire from the Company on December 31, 2020. The purpose of this Agreement is to set forth the terms and agreements of the Parties under which this separation will be accomplished.

AGREEMENT

NOW, THEREFORE in consideration of the mutual promises and covenants set forth in this Agreement, the Company and the Executive agree as follows:

1. Resignation. Executive hereby tenders his resignation from the Company, effective December 31, 2020 (the “Separation Date”).

2. Payments and Benefits to Executive.

(a) Salary. The Company shall continue to pay Executive his current annual base salary through December 31, 2020 (the “Separation Date”), and all payments shall be made in accordance with the regular payroll practices of the Company with respect to its executive officers. All such amounts shall be subject to and reduced by any applicable federal and state withholding taxes or other deductions authorized by Executive.

(b) Bonus. Executive shall receive his 2020 annual bonus in accordance with the Better Choice Company Bonus Management Incentive Plan (the “MIP”).

(c) Severance Payments. In accordance with the Employment Agreement entered into by the Executive and the Company, Executive shall receive severance payments in that the Company shall continue payment of the Executive’s salary for a period of six (6) months immediately following the Separation Date. Therefore, this period of severance payments shall begin on January 1, 2021 and end on July 1, 2021 (the “Severance Period”).

(d) Equity. The following provides a breakdown of the Executive’s Company stock options:

- 600,000 options were granted to Executive on December 19, 2019.
- 100,000 options were granted to Executive on May 1, 2020.
- This equates to a total of 700,000 options granted to the Executive.
- 200,000 of the 700,000 options vest on December 19, 2020, leaving 500,000 options unvested.

- Provided the Executive cooperates and uses his best efforts to assist the Company in the transition of his responsibilities, as may be reasonably requested by the Company, seventy-five percent (75%) of those 500,000 options shall vest upon the Separation Date.
- **This will leave the Executive with a total of 575,000 (200,000 + 375,000) Company stock options upon his Separation Date.**
- **These 575,000 Company stock options shall remain exercisable through the Expiration Date of the Stock Option Grant Notice under which the options were issued, as further explained in Exhibits A and B.**

(e) Medical Benefits. Executive's medical benefits shall continue uninterrupted through the Severance Period, however coverage for Executive's spouse and child will not be paid for by the Company through the Severance Period. Executive may elect to remain on the same health plan that provides coverage to Executive and the Executive's family by paying the difference between the Employee Only plan and the Employee + Family plan via deductions from the Executive's bi-monthly severance payments. **Should the Executive choose this option, the additional amount to be deducted will be \$698.39 per pay period.**

(f) 401(k) Plan. Executive's participation in the Company's 401(k) plan shall terminate on the Separation Date.

(g) Auto Lease. The monthly payment on Executive's auto lease will be deducted from his severance payments for the duration of the Severance Period. **This monthly deduction will shall be \$572.49.**

(h) Unused Paid Time Off. Any unused Paid Time Off ("PTO") for 2020 will be paid out upon Separation Date in the amount of \$26,250, prior to applicable withholding taxes. Any PTO taken between November 23, 2020 and December 31, 2020 will be deducted from this amount.

3. Return of Company Property. By the Separation Date, Executive shall return to the Company, in good condition, all property of the Company, including without limitation, computer and communication equipment, keys, access cards and codes, credit and payment cards, and the originals and all copies (whether in hard-copy or electronic form) of any materials which contain, reflect, summarize, describe, analyze or refer or relate to any confidential information of the Company. In the event that such items are not so returned, the Company will have the right to charge Executive for all reasonable damages, costs, attorneys' fees and other expenses incurred in searching for, taking, removing and/or recovering such property.

4. Waiver and Release of Claims. Executive hereby acknowledges and agrees to hereby irrevocably waive, release and forever discharge the Company and its current and former parents, subsidiaries and affiliates, and their respective current and former successors, assigns, representatives, agents, attorneys, equity holders, lenders, officers, directors and employees, both individually and in their official capacities (collectively, the "Releasees") from all debts, obligations, promises, covenants, agreements, contracts, endorsements, bonds, controversies, suits, actions, causes of action, judgments, damages, expenses, claims or demands, in law or in equity, which Executive ever had or now has, or which may arise in the future, regarding any matter

arising on or before the date of Executive's execution of this Agreement, including but not limited to all claims (whether known or unknown) regarding Executive's employment with the Company or any other Releasee or the termination thereof, any contract (express or implied), any claim for equitable relief or recovery of punitive, compensatory, or other damages or monies, attorneys' fees, any tort, and all claims for alleged discrimination based upon age, race, color, sex, sexual orientation, marital status, religion, national origin, citizenship, handicap, disability, genetic information or other protected characteristic under federal, state or local law, or retaliation, including any claim, asserted or unasserted, which could arise under Title VII of the Civil Rights Act of 1964; the Equal Pay Act of 1963; the Age Discrimination in Employment Act of 1967; the Older Workers Benefit Protection Act of 1990; the Americans With Disabilities Act of 1990; the Civil Rights Act of 1866, 42 U.S.C. § 1981; the Civil Rights Act of 1871; the Employee Retirement Income Security Act of 1974; the Rehabilitation Act of 1973; the Family and Medical Leave Act of 1993; the Civil Rights Act of 1991; the Worker Adjustment and Retraining Notification Act of 1988; the Genetic Information Nondiscrimination Act of 2008; and any other federal, state or local laws, rules or regulations, including, without limitation, all laws, rules or regulations relating to employment, termination of employment or otherwise, or any right under any Company pension, welfare, or stock plans; provided, however, that (i) Executive does not waive his right to report possible violations of federal law or regulation to any governmental agency or entity in accordance with the provisions of and rules promulgated under Section 21F of the Securities Exchange Act of 1934 or Section 806 of the Sarbanes-Oxley Act of 2002, or any other whistleblower protection provisions of state or federal law or regulation, and (ii) the released claims do not include (A) claims which by law may not be released, (B) any claims that Executive may have against any Releasees as of the date of your execution of this Agreement of which you are not aware as of such date because of willful concealment by the applicable Releasee, or (C) claims that directly or indirectly result from any illegal conduct, act of fraud, theft, embezzlement, violation of regulation or law or other willful gross misconduct committed by an Releasee. This Agreement may not be cited as, and does not constitute any admission by any Releasee of, any violation of any such law or legal obligation with respect to any aspect of your employment or the termination thereof. Nothing in this Agreement shall be construed to prevent you from filing a charge, testifying, assisting, or participating in any manner in an investigation, hearing or proceeding; responding to any inquiry; or otherwise communicating with, any administrative or regulatory agency or authority, including, but not limited to, the Equal Employment Opportunity Commission (EEOC) and the National Labor Relations Board (NLRB); provided, however, that, by signing this Agreement, Executive waives his right to recover any damages or obtain any other individual relief through any such claim or proceeding, except to the extent such waiver of individual relief is prohibited by applicable law. Executive represents and agrees that Executive has not filed any lawsuits or arbitrations against any of the Releasees, or filed or caused to be filed any charges or complaints against any Releasee in any administrative, judicial, arbitral or other forum with any municipal, state or federal agency charged with the enforcement of any law, and that you are not aware of any factual or legal basis for any legitimate claim that any Releasee is in violation of any whistleblower, corporate compliance, or other regulatory obligation of any Releasee under international, federal, state or local law, rule or policy of such Releasee. Executive further represents, warrants, and agrees that if Executive was ever aware of any such basis for a legitimate claim against any Releasee, Executive have informed the Company of same.

5. Confidentiality and Nondisparagement. Executive agrees to keep confidential and not to make any statement, written or oral (including but not limited to any media source or to any other party) regarding the terms of this Agreement. Provided, however, it shall not constitute a breach of this paragraph for Executive to disclose the terms of this Agreement to Executive's spouse, legal counsel, tax accountant, medical provider or licensed counselor, provided Executive obtains the agreement of such person to keep the terms hereof confidential. Furthermore, Executive, for the good and valuable consideration furnished herein, agrees not to disparage, bring into disrepute or make any negative statement concerning the Company, its subsidiaries or affiliates or any of their respective employees, officers or directors or make any other statement that would disrupt, impair or affect adversely the reputation, business interests, or profitability of such parties or place such parties in any negative light. Any breach of this paragraph by Executive shall constitute a material breach of this Agreement and shall entitle the Company to any and all remedies provided by law for the material breach of contract. Provided, however, that notwithstanding the provisions hereof, it shall not constitute a breach of this Agreement for Executive to testify truthfully about any subject when compelled to do so by properly issued legal process or disclose this agreement as a requirement of a legal process to enforce the commitments contained herein.

6. Survival of Items in Employment Agreement. Executive shall adhere to the many items that shall survive the Separation Date as per Executive's Employment Agreement with the Company. Those items include, but are not limited to, the Noncompetition Period, the Non-solicitation clause, the Covenant Regarding Confidential Information, and the section regarding Inventions, Designs, and Product Developments. Any breach of this paragraph by Executive shall constitute a material breach of this Agreement and shall entitle the Company to any and all remedies provided by law for the material breach of contract

7. Governing Law. This Agreement is deemed made and entered into in the State of Delaware and in all respects shall be interpreted, enforced and governed under the internal laws of the State of Delaware, to the extent not preempted by federal law.

8. Further Assurances. To effectuate the foregoing, Executive agrees to execute any additional documents and to take such further actions as may reasonably be requested from time to time by the Company.

9. Voluntary Agreement. Executive hereby represents that he has carefully read and completely understands the provisions of this Agreement and that Executive has entered into this Agreement voluntarily and without any coercion whatsoever. Executive represents that he has been advised of his right to secure counsel to assist in his reviewing this Agreement, that he has had sufficient time to review carefully each of the provisions hereto with his counsel, and that his execution hereof is the product of his own free will and volition. The Company hereby represents that it has entered into this Agreement voluntarily and that due corporate authority has been obtained for entry into this Agreement.

10. Assistance and Cooperation. For one (1) year following the Separation Date, Executive agrees to cooperate with and provide assistance to the Company and its legal counsel in connection with any litigation (including arbitration or administrative hearings) or investigation

affecting the Company, its subsidiaries or affiliates in which, in the reasonable judgment of the Company's counsel, Executive's assistance or cooperation is needed. Executive shall, when requested by the Company, provide testimony or other assistance and shall travel at the Company's request in order to fulfill this obligation. Provided, however, that, in connection with such litigation or investigation, the Company shall attempt to accommodate Executive's schedule, shall provide him with reasonable notice in advance of the times in which his cooperation or assistance is needed, and shall reimburse Executive for any reasonable expenses and loss of income incurred in connection with such matters, unless otherwise prohibited by law. In addition, during the time he is receiving any of the payments set forth herein, Executive agrees to cooperate fully with the Company on all matters relating to his employment and the conduct of the Company's business.

11. Acknowledgement of Waiver of Rights. Executive acknowledges that his waiver of rights and claims under this Agreement includes a waiver of rights and claims under the Federal Age Discrimination in Employment Act of 1967, as amended, and that such waiver and the waiver and release of all other rights and claims contemplated by the release set forth in paragraph 4 above are made knowingly and voluntarily. Executive acknowledges that he has been given a period of at least twenty-one (21) days to consider the provisions of the release stated above, and to consult with his attorney, accountant, tax advisor, spouse or other persons prior to making a decision to sign this document. Executive further acknowledges that the Company has not pressured or coerced Executive to execute this Agreement prior to the expiration of 21 days from the date it was furnished to Executive and that any decision to execute this Separation and Retirement Agreement prior to such time has been made freely and voluntarily.

12. Indemnification. The Company agrees to indemnify Executive for acts and omissions preceding the date of his resignation from the Company to the full extent permitted under the Articles of Incorporation and Bylaws of the Company.

13. Entire Agreement. This Agreement sets forth the entire agreement between Executive and the Company with respect to the subject matter set forth herein and supersedes and replaces any and all prior oral or written agreements or understandings between Executive and the Company with respect to your separation from employment. You acknowledge and agree that if any provision of this Agreement is found, held or deemed by a court of competent jurisdiction to be void, unlawful or unenforceable under any applicable statute or controlling law, the remainder of this Agreement shall continue in full force and effect. This Agreement may be amended only by a subsequent writing signed by both parties. You represent that you have signed this Agreement voluntarily.

[signature page follows]

Please indicate your acceptance of the terms and provisions of this Agreement by signing both copies of this Agreement and returning one copy to the Company. The other copy is for Executive's files. By signing below, Executive acknowledges and agrees that Executive has carefully read this Agreement in its entirety; fully understands and agrees to its terms and provisions; voluntarily enter into this Agreement; and intends and agrees that this Agreement is

final and legally binding on the Executive and the Company. This Agreement may be executed in several counterparts.

Very truly yours,

Better Choice Company, Inc.

By: _____
Name: Michael Young
Title: Chairman of the Board

Agreed, Acknowledged and Accepted:

Werner von Pein

Date: _____

[signature page of Separation and Retirement Agreement]

EXHIBIT A

AMENDMENT TO STOCK OPTION GRANT NOTICES

This AMENDMENT TO STOCK OPTION GRANT NOTICES (this “Amendment”), is made this 28th day of December 2020, by and between Werner von Pein (“Participant”) and Better Choice Company, Inc. (the “Company”). Participant and Company may be referred to individually as a “Party” or together as the “Parties”.

RECITALS

WHEREAS, Participant and the Company are parties to those certain Stock Option Grant Notices under the Company’s Amended and Restated 2019 Incentive Award Plan, approved November 11, 2019 (the “Stock Option Grant Notices”);

WHEREAS, pursuant to Section 3.3(b) of the Stock Option Grant Notices, Participant’s interests under each Stock Option Grant Notice automatically terminate on the 90th day following the Participant’s Separation Date from the Company;

WHEREAS, Participant and Company have entered into a Separation and Retirement Agreement, dated December 28, 2020;

WHEREAS, in accordance with the terms of the Separation and Retirement Agreement, the Parties desire to amend each Stock Option Grant Notice as provided in this Amendment.

NOW, THEREFORE, in consideration of the promises contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **Vested Stock Options Expiration Date**. The Vested Options of Participant (575,000 total Vested Options, as per Exhibit B) as per the Stock Option Grant Notices shall remain exercisable through the Expiration Date of the Stock Option Grant Notice under which the options were issued.
2. **No Further Amendments**. Except as specifically amended as set forth in Sections 1 and 2 above, and in Participant’s Separation and Retirement Agreement, the Stock Option Grant Notices are in all respects ratified and confirmed and shall remain in full force and effect.
3. **Complete Agreement**. This Amendment constitutes the entire agreement of the parties with respect to the subject matter herein, and all prior agreements are hereby superseded.
4. **Counterparts**. This Amendment may be signed in any number of counterparts, each of which shall be deemed to be an original and all of which taken together shall constitute one and the same instrument.

IN WITNESS WHEREOF, each Party has executed the Amendment as of the day and year first written above.

“PARTICIPANT”
Werner von Pein

Name: Werner von Pein

“COMPANY”
Better Choice Company, Inc.

Name: Michael Young

EXHIBIT B

Date Options Issued	Number of Options Issued	Options Vested as of December 31, 2020	Additional Accelerated Options Vested Per Separation and Retirement Agreement	Total Vested Options	Expiration Date of Options
December 19, 2019	600,000	200,000	300,000	500,000	December 19, 2029
May 1, 2020	100,000	0	75,000	75,000	May 1, 2030
Totals	700,000	200,000	375,000	575,000	

Better Choice Appoints Consumer Packaged Goods Industry Veteran, Scott Lerner, as New CEO

With over 20 years of experience in the consumer packaged goods industry, Mr. Lerner has previously held positions at PepsiCo, ConAgra Foods and Kimberly-Clark

Monday, January 4, 2021

NEW YORK – (GLOBE NEWSWIRE) – Better Choice Company (OTCQX: BTTR) (“Better Choice”) (the “Company”), an animal health and wellness company, today announced that its Board of Directors has appointed Scott Lerner, as the Company’s new Chief Executive Officer, effective January 1, 2021. Mr. Lerner replaces Werner von Pein, who helped lead the highly successful integration of the Halo Brand with the other portfolio companies at Better Choice.

Michael Young, Chairman of the Board stated, “We are extremely pleased to announce that our search for the right CEO has culminated in us hiring Mr. Scott Lerner. Scott is a former United States Marine Corps Officer and extremely successful consumer-packaged goods industry veteran who brings to Better Choice Company an incredible track record of building successful brands while expanding stakeholder value.” Mr. Young continued, “This transition comes at exactly the right time for Better Choice Company as we have now successfully integrated our brands and look to continue to deliver on our plan to be a major player in the burgeoning animal health and wellness sector. On behalf of the Board of Directors we wish to thank Werner von Pein for his incredible leadership and support.”

Scott Lerner is a consumer products veteran with over 20 years of experience in the consumer-packaged goods industry, having previously worked for PepsiCo, ConAgra Foods and Kimberly-Clark, where he managed iconic brands such as Naked Juice, Quaker Oats, Scott Tissue and Parkay Margarine. In 2008, Scott created his own beverage brand called Solixir, resulting in a successful exit in 2014. Following the sale of Solixir, Scott partnered with the private equity group VMG partners to become the CEO of Kernel Season’s, where he introduced new product lines, increased profitability by 30% and oversaw the sale of the company to Highlander Partners. Mr. Lerner comes to Better Choice fresh from his highly successful role as the CEO of food brand Farmhouse Culture, where he partnered with private equity investors to reposition the brand in order to capitalize on growing health and wellness trends.

Mr. Scott Lerner, incoming CEO, stated, “I am excited and thankful for the opportunity to join what I believe is an incredibly well positioned company in one of the fastest growing market segments, and to be able to lead Better Choice through the next phases of its stated mission to provide alternative, nutrition-based pet products and services that help dogs and cats live healthier, happier and longer lives. As both a consumer products expert and a pet-parent, the pet food industry is undergoing many of the same changes that I successfully navigated at Farmhouse Culture and other food brands in the past.” Mr. Lerner continued “I am eager to apply my knowledge of the packaged goods industry in order to help drive growth and create substantial market share for our wonderful products. I look forward towards building programs that will showcase Halo and Trupet’s natural and functional benefits, while also focusing on new product innovation that meets and exceeds the ever-changing consumer needs. I believe that through accomplishing this mission we will continue to build shareholder value and explore all growth opportunities available to us.”

About Better Choice Company, Inc.

Better Choice Company Inc. is a growing animal health and wellness company committed to leading the industry shift toward pet products and services that help dogs and cats live healthier, happier and longer lives. We take an alternative, nutrition-based approach to animal health relative to conventional dog and cat food offerings and position our portfolio of brands to benefit from the mainstream trends of growing pet humanization and consumer focus on health and wellness. We have a demonstrated, multi-decade track record of success selling trusted animal health and wellness products and leverage our established digital footprint to provide pet parents with the knowledge to make informed decisions about their pet’s health. We sell the majority of our dog food, cat food and treats under the Halo and TruDog brands, which are focused, respectively, on providing sustainably sourced kibble and canned food derived from real whole meat, and minimally processed raw-diet dog food and treats. For more information, please visit <https://www.betterchoicecompany.com>.

Forward Looking Statements

This press release contains forward-looking statements within the meaning of the Private Securities Litigation Reform Act of 1995. The words “believe,” “may,” “estimate,” “continue,” “anticipate,” “intend,” “should,” “plan,” “could,” “target,” “potential,” “is likely,” “will,” “expect” and similar expressions, as they relate to us, are intended to identify forward-looking statements. The Company has based these forward-looking statements largely on our current expectations and projections about future events and financial trends that we believe may affect our financial condition, results of operations, business strategy and financial needs. Some or all of the results anticipated by these forward-looking statements may not be achieved. Further information on the Company’s risk factors is contained in our filings with the SEC. Any forward-looking statement made by us herein speaks only as of the date on which it is made. Factors or events that could cause our actual results to differ may emerge from time to time, and it is not possible for us to predict all of them. The Company undertakes no obligation to publicly update any forward-looking statement, whether as a result of new information, future developments or otherwise, except as may be required by law.

Company Contact:

Better Choice Company, Inc.
Scott Lerner, CEO

Investor Contact:

KCSA Strategic Communications
Valter Pinto, Managing Director
PH: 212-896-1254
Valter@KCSA.com