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

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**FORM 8-K**

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**CURRENT REPORT**

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

**Date of Report (Date of earliest event reported): February 17, 2021**

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**Better Choice Company Inc.**

(Exact name of Registrant as Specified in its Charter)

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**Delaware**  
(State or other Jurisdiction of Incorporation)

**333-161943**  
(Commission File Number)

**26-2754069**  
(IRS Employer Identification No.)

**12400 Race Track Road  
Tampa, Florida 33626**  
(Address of Principal Executive Offices) (Zip Code)

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

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

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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.

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**Item 1.01 Entry into a Material Definitive Agreement**

On February 17, 2021, we entered into an investor relations consulting agreement (the “EMC Agreement”) with Emerging Markets Consulting (“EMC”) to serve as our investor relations firm for a period of three months. Under the EMC Agreement, EMC’s responsibilities will include advising and assisting the company in improving our visibility and brand awareness with both the institutional and retail investment communities. As compensation for the services under the EMC Agreement, we agreed to pay EMC a cash fee of \$170,000.00.

Additionally, on February 17, 2021, we entered into a digital media marketing agreement (the “WM Agreement”) with Winning Media LLC (“WM”) to serve as our digital marketing consulting for a period of three months. Pursuant to the WM Agreement, WM’s responsibilities will include assisting us with our strategic digital media, marketing, and data analytics. As compensation for the services under the WM Agreement, we agreed to pay WM a cash fee of \$130,000.00.

The foregoing description of the terms of the EMC Agreement and the WM Agreement is qualified in its entirety by reference to the provisions of the EMC Agreement and WM Agreement which are filed as Exhibit 10.1 and Exhibit 10.2, respectively, to this Current Report and incorporated by reference herein.

**Item 9.01. Financial Statements and Exhibits**

(d) Exhibits.

Exhibits	Description
<a href="#">10.1</a>	<a href="#">Agreement effective as of February 23, 2021 by and between Emerging Media Consulting, a Florida limited liability company, and Better Choice Company, Inc.</a>
<a href="#">10.2</a>	<a href="#">Terms and Conditions for Winning Media LLC effective as of February 17, 2021 by and between Winning Media LLC and Better Choice Company, Inc.</a>
<a href="#">99.1</a>	<a href="#">Press release dated February 17, 2021.</a>

**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

February 18, 2021

## AGREEMENT

**THIS AGREEMENT (the "Agreement") is entered into as of this 23<sup>rd</sup> day of February 2021, between Emerging Markets Consulting, LLC, a Florida Limited Liability Company (herein referred to as "EMC") and Better Choices Company, Inc. (herein referred to as "the Company").**

WITNESSETH:

- A. Whereas, the Company routinely provides corporate information to various parties to further its business and opportunities;
- A. Whereas, the Company requires assistance with the design, development, and dissemination of Corporate Information ("the Corporate Information");
- A. Whereas, EMC has experience in assisting entities similar to the Company in developing and disseminating Corporate Information; and
- A. Whereas, the Company desires to engage EMC to assist in the development and dissemination of the Corporate Information and EMC desires to accept the engagement upon the terms and conditions set forth herein.

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

1. Appointment and Engagement

The Company hereby appoints and engages EMC and EMC accepts such appointment and engagement.

1. Authority and Description of Services A. Services.

During the term of this Agreement, EMC will provide or cause other subcontractors to provide the following services, involving the Corporate Information from time to time as requested by the Company:

- i. Arranging for and providing electronic media and web cast services to enable the Company to conduct conference calls between it and the public;
- ii. Drafting and/or editing and/or designing and/or assembling the Corporate Information;
- iii. Make calls to and attend meetings with registered Institutions selected by EMC;
- iv. Dissemination of Company profiles to EMC's existing email address database;
  - a. Dissemination of the Corporate Information at trade shows that shall be attended by EMC or an EMC subcontractor or representative.
  - b. Communications with EMC email databases
- vii. Cost per click

For purposes of this Agreement, the Corporate Information shall be deemed to include all information involving the Company provided to or disseminated in any fashion by EMC or the Company or which is in the public domain, including but not limited to information used in electronic media, web casts, information provided verbally or in writing, information provided to persons or entities in EMC's email address database, information contained in press releases concerning the Company, and information disseminated about the Company at any seminar or trade show.

1. Compensation

- i. The Company hereby agrees to make 3-month commitment to pay EMC the following non-refundable fees:

The sum of \$170,000 dollars.

1. Duties of Company

- a. Company shall supply EMC, on a regular and timely basis, with all approved data and information about the Company, its management, its products and/or services, and its operations. The Company shall be responsible for advising EMC of any facts that would affect the accuracy of any prior data and information previously supplied to EMC.
- b. The Company shall promptly supply EMC with full and complete copies of all: (a) filings with all Federal and State securities agencies; (b) all shareholder reports and communications and press releases; (c) data and information supplied to any analyst, broker-dealer, market maker, or other member of the financial community; and (d) product/service brochures and sales materials.
- c. EMC's services and any print or advertorial materials developed by EMC will only be used for training purposes of EMC's employees and/or for educational purposes or in connection with the Company's products and/or services and will not be used in the offer or sale of the Company's securities or in connection with any type of promotion or the Company's securities.
- d. The Company will notify EMC contemporaneously if any information or data being supplied to EMC has not been generally released or promulgated.

1. Reliance upon Company

The Company shall act diligently and promptly in providing materials to EMC and shall immediately inform EMC of any requested changes, misprints, errors or inaccuracies in any materials provided to or prepared by EMC. Prior to dissemination of any Corporate Information, the Company will review and verify all information contained therein is true and accurate in all respects. The Company will periodically consult with its legal counsel regarding compliance with Federal or State laws applicable to the services being provided under this Agreement. The Company acknowledges that EMC is relying exclusively upon the information it receives from the Company and the Company acknowledges that it is responsible for the truthfulness, completeness and reliability of the information provided to the Company. The Company, prior to providing information of any nature or type to EMC, will confirm that the information is accurate in all respects.

1. Activities of EMC

EMC's activities pursuant to this Agreement or as contemplated by this Agreement do not constitute and shall not constitute acting as a securities broker or dealer or finder. Further, EMC shall not receive any compensation of any form for introducing or locating a potential investor or investor or members of the financial community to the Company.

1. Compliance with 17(b)

The Company will ensure that publishers of any publications containing the Corporate Information will comply with Section 17(b) of the 1933 Act regarding any publication, notice, circular, advertisement, newspaper, article, letter, investment service, or communication describing the Company or its securities which is disseminated, released, circulated, or

published by EMC or any other party by use of any means or instruments of transportation or communication in interstate commerce or by the use of the mails.

1. Indemnification

Each party (the "Indemnitor") agrees to indemnify, defend, release and hold harmless the other party and its officers, directors, agents, employees or assigns (collectively, the "Indemnitees") from and against any losses, liabilities, damages, deficiencies, costs or expenses (including interest, penalties and reasonable attorneys fees and disbursements) based upon, arising out of or otherwise resulting from the Indemnitor's breach of this Agreement. In the event that an Indemnitee determines it is entitled to indemnification, the Indemnitee shall give notice as reasonably practicable to the Indemnitor of any action, suit, proceeding or investigation or threat thereof in respect of which the Indemnitee may seek indemnity hereunder; provided, however, failure to so notify the Indemnitor in a timely fashion shall not relieve the Indemnitor from any liability hereunder except to the extent the Indemnitor is materially prejudiced by the failure to timely notice. Upon such notification, the Indemnitor assume the defense of such claim with the counsel of its choice. The Indemnitee shall have the right to retain its own counsel (at its own expense).

1. Term of Agreement

This Agreement shall become effective upon execution hereof and remain in effect for a period of 3 months. The Company may renew this Agreement for successive 3 month terms in exchange for the Company providing or paying EMC compensation as per Paragraph 3 above.

1. Where Services shall be performed

EMC's services shall be performed at EMC's main office location or other such designated location as EMC deems the most advantageous for the services to be performed.

1. EMC as an Independent Contractor, Third Parties and Conflicts

EMC is an independent contractor, and not an employee of the Company. EMC has no authority to bind the Company or any affiliate of the Company in any manner including any legal action, contract, agreement, or purchase, and such action cannot be construed to be made in good faith. EMC is not entitled to any medical coverage, life insurance, savings plans, health insurance, or any and all other benefits afforded Company employees. EMC shall be solely responsible for any Federal, State or local taxes. EMC may use subcontractors and third parties to provide the services set forth herein at its discretion. The Company hereby acknowledges that EMC does, and shall, represent and service other and multiple clients in the same manner as it does the Company. Additionally, the Company hereby acknowledges that EMC may even represent companies which compete with the Company and that this Agreement is non-exclusive with regard to EMC's services.

1. Records

All rights, title and interest in and to materials, records, notes, data, memorandum, models and documents pertaining to the Company and documents produced by EMC in the possession of EMC upon termination of this Agreement shall remain the property of EMC.

1. Termination of Agreement

This Agreement may be terminated prior to the expiration of the term set forth herein as follows:

- a. Upon the bankruptcy or liquidation of the other party; whether voluntary or involuntary;
- b. Upon the other party taking the benefit of any insolvency law; and/or
- c. Upon the other party having or applying for a receiver appointed for either party.

d. In the event the Company fails or refuses to cooperate with EMC, EMC shall have the right to terminate any further performance under this Agreement.

1. Representations of EMC

EMC makes no representation to the Company that any Corporate Information will result in any enhancement or benefit to the Company.

1. Agreement not to Hire

The Company acknowledges that EMC has expended considerable time, effort and expense in training its respective employees, advisors, independent contractors, subcontractors and EMC in methods of operation, and that the foregoing will acquire confidential knowledge and information as to accounts, customers, business patrons, databases, as well as confidential knowledge and information concerning the methods, forms, contracts and negotiations of EMC. As such, the Company is prohibited from employing any employee of EMC for a period of five years after the date of execution of this Agreement without the written consent of EMC.

1. Miscellaneous

a. Counterparts

This Agreement may be executed in two or more counterparts, all of which 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. This Agreement, once executed by a party, may be delivered to the other parties hereto by facsimile transmission of a copy of this Agreement bearing the signature of the party so delivering this Agreement. In the event any signature is delivered by facsimile transmission, the party using such means of delivery shall cause the manually executed Execution Page(s) hereof to be physically delivered to the other party within five (5) days of the execution hereof, provided that the failure to so deliver any manually executed Execution Page shall not affect the validity or enforceability of this Agreement.

a. Headings

The headings of this Agreement are for convenience of reference and shall not form part of, or affect the interpretation of, this Agreement.

a. Severability

If any provision of this Agreement shall be invalid or unenforceable in any jurisdiction, such invalidity or unenforceability shall not affect the validity or enforceability of the remainder of this Agreement or the validity or enforceability of this Agreement in any other jurisdiction.

a. Entire Agreement; Amendments

This Agreement and the instruments referenced herein contain the entire understanding of EMC and the Company, their affiliates and persons acting on their behalf with respect to the matters covered herein and therein and, except as specifically set forth herein or therein, neither the Company nor EMC makes any representation, warranty, covenant or undertaking with respect to such matters. No provision of this Agreement may be waived other than by an instrument in writing signed by the party to be charged with enforcement and no provision of this Agreement may be amended other than by an instrument in writing signed by the Company and EMC.

a. Notices

Any notices required or permitted to be given under the terms of this Agreement shall be sent by certified or registered mail (return receipt requested) or delivered personally, by responsible overnight carrier or by confirmed facsimile, and shall be effective five (5) days after being placed in the mail, if mailed, or upon receipt or refusal of receipt, if delivered personally or

by responsible overnight carrier or confirmed facsimile, in each case addressed to a party. The addresses for such communications shall be:

If to the Company:  
Better Choices Company, Inc.  
12400 Race track Road, Tampa, FL 33626

If to EMC:  
Emerging Markets Consulting, LLC.  
390 North Orange Avenue Suite 2300 Orlando, FL 32801

a. Successors and Assigns

This Agreement shall be binding upon and inure to the benefit of the parties and their successors and assigns.

a. Third Party Beneficiaries.

This Agreement is intended for the benefit of the parties hereto and their respective permitted successors and assigns, and is not for the benefit of, nor may any provision hereof be enforced by, any other person.

a. Further Assurances

The Company shall do and perform, or cause to be done and performed, all such further acts and things, and shall execute and deliver all such other agreements, certificates, instruments and documents, as the other party may reasonably request in order to carry out the intent and accomplish the purposes of this Agreement and the consummation of the transactions contemplated hereby.

a. Law and Arbitration

This Agreement shall be governed by and construed in accordance with the laws of the State of Florida applicable to contracts executed and performed in such State, without giving effect to conflict of law principles. All controversies, claims and matters of difference arising between the parties under this Agreement shall be submitted to binding arbitration in Palm Beach County, Florida under the Commercial Arbitration Rules of the American Arbitration Association ("the AAA") from time to time in force (to the extent not in conflict with the provisions set forth herein). This agreement to arbitrate shall be specifically enforceable under applicable law in any court of competent jurisdiction. Notice of the demand for arbitration shall be filed in writing with the other parties to this Agreement and with the AAA. Once the arbitral tribunal has been constituted in full, a hearing shall be held and an award rendered as soon as practicable. The demand for arbitration shall be made within a reasonable time after the claim, dispute or other matter in question has arisen, and the parties are not making progress toward a resolution. In no event shall it be made after the date when institution of legal or equitable proceedings based on such claim, dispute or other matter would be barred by the applicable contractual or other statutes of limitations. The parties shall have reasonable discovery rights as determined by the arbitration. The award rendered by the arbitrators shall be final and judgment may be entered in accordance with applicable law and in any court having jurisdiction thereof. The decision of the arbitrators shall be rendered in writing and shall state the manner in which the fees and expenses of the arbitrators shall be borne.

a. Waivers

No delay on the part of any party in exercising any right, power, or privilege hereunder shall operate as a waiver thereof. Nor shall any waiver on the part of any party of any such right, power



or privilege, nor any single or partial exercise of any such right, power or privilege, preclude any further exercise thereof or the exercise of any other such right, power or privilege. The rights and remedies of any party based upon, arising out of or otherwise in respect of any inaccuracy in or breach by any other party of any representation, warranty, covenant or Agreement contained in this Agreement shall in no way be limited by the fact that the act, omission, occurrence or other state of facts upon which any claim of any such inaccuracy or breach is based may also be the subject matter of any other representation, warranty, covenant or Agreement contained in this Agreement (or in any other Agreement between the parties) as to which there is no inaccuracy or breach.

a. Variations in Pronouns

Wherever the context shall so require, all words herein in the male gender shall be deemed to include the female or

neuter gender and vice versa, all singular words shall include the plural, and all plural words shall include the singular. All pronouns and any variations thereof refer to the masculine, feminine or neuter, singular or plural, as the context may require.

a. Presumption Against Scrivener

Each party waives the presumption that this Agreement is presumed to be in favor of the party which did not prepare it, in case of a dispute as to interpretation.

a. Attorney's Fees

In the event either party is in default of the terms or conditions of this Agreement and legal action is initiated or suit be entered as a result of such default, the prevailing party shall be entitled to recover all costs incurred as a result of such default including all costs, reasonable attorney fees, expenses and court costs through trial, appeal and to final disposition.

a. Authority

The Company has the full legal right and power and all authority and approval required to enter into, execute and deliver this Agreement and to perform fully the obligations hereunder including approval by the Board of Directors of the Company. This Agreement has been duly executed and delivered and is the valid and binding obligation of the Company enforceable in accordance with its terms, except as may be limited by bankruptcy, moratorium, insolvency, or other similar laws generally affecting the enforcement of creditors' rights. The Company represents that except with respect to existing Corporate Information and properly licensed materials, the performance, distribution, or use of anticipated materials will not violate the rights of any third parties. The execution and delivery of this Agreement and the other agreements contemplated hereunder, and the consummation of the transactions contemplated hereby and thereby, and the performance by the Company of this Agreement, in accordance with their respective terms and conditions, will not:

- a. Require the approval or consent of any foreign, federal, state, county, local, or other governmental or regulatory body or the approval or consent of any other person;
- b. Conflict with or result in any breach or violation of any of the terms and conditions of, or constitute (or with notice or lapse of time or both would constitute) a default under any order, judgment, or decree applicable to the Company, or any instrument, contract, or other agreement to which the Company is a party or by or to which the Company is bound or subject; or

a. Result in the creation of any lien or other encumbrance on the assets or properties of the Company.

16.15. Failure

In the event EMC fails to perform its work or services hereunder for any reason, its entire liability to the Company shall not exceed the actual damage to the Company as a result of such non-performance. In no event shall EMC be liable to the Company or any other party for any indirect, special or consequential damages, nor for any claim against the Company by any person or entity arising from or in any way related to this Agreement.

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound, have executed this Agreement.  
Emerging Markets Consulting, LLC. COMPANY: Better Choices Company, Inc.

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By: James S. Painter By: Scott Lerner  
Chief Executive Officer Chief Executive Officer

# Terms and Conditions for Winning Media LLC

## DEFINITIONS:

**Advertiser** means the entity agreeing to these Terms and Conditions as indicated by its signature block at the end of this document.

**Advertisement** means the HTML, display or text graphic creative approved by Advertiser, which can be selected by a user as a Link.

**Link** means a request for information from a server other than the Winning Media's web servers.

**Third-Party Agreement** means any contract, oral or written, that is created between a Third-Party Vendor and the Advertiser or Winning Media.

**Third-Party Vendor** means any person or entity (excluding the Advertiser or Winning Media) contracting directly or indirectly with the Advertiser or Winning Media to provide any products or services that are used or provided as part of any obligation under this Agreement.

**Usage Statistics** means a set of numbers prepared by Winning Media and reported on a periodic basis to Advertiser for the purpose of assessing advertising value and for estimating future advertising rates.

## PAYMENT:

**All advertising fees must be prepaid. Winning Media reserve the right to hold Advertiser and its authorized advertising agent jointly and severally liable for any and all amounts owed to Winning Media under this Agreement. All funds are in U.S. Dollars.**

## RIGHT TO REFUSE UNACCEPTABLE ADVERTISING:

Winning Media reserves the right to refuse, in its sole discretion, any Advertisement it deems inappropriate using whatever criteria it may choose.

## AUTHORIZATION OF DISSEMINATION:

Without the prior written consent of the Advertiser, Winning Media shall not: (1) disseminate any Advertisement that is created for, endorses, or makes reference to the Advertiser in the course of performing its obligations hereunder; or (2) contract with a Third-Party Vendor. In the event that the Advertiser authorizes Winning Media to contract with a Third-Party Vendor in accordance with this Agreement, without the prior written consent of the Advertiser, such Third-Party Vendor shall not disseminate any Advertisement that is created for, endorses, or makes reference to the Advertiser in the course of performing its obligations under the associated Third-Party Agreement. For the purposes of this provision, any consent transmitted by email shall constitute the required written consent required hereunder and shall be deemed to have been given and received at the time of receipt (Toronto time).

## DEADLINE FOR RECEIPT OF ADVERTISEMENT:

Winning Media must receive all components of the Advertisement by 5:00 pm CST on the second (2<sup>nd</sup>) business day preceding the scheduled transmission date. If this deadline is not met, the Advertiser may lose its reserved transmission date. Prepaid advertising fees will not be refunded in the event that Advertiser fails to meet this deadline. In such event, Winning Media will distribute the Advertisement at its earliest reasonable opportunity following its actual receipt of all of the components of the Advertisement; provided, however, that Winning Media will not be required to distribute the Advertisement prior to two (2) business days following its receipt of all components of the Advertisement.

## USAGE STATISTICS:

Winning Media MAKES NO GUARANTEE THAT USAGE STATISTICS WILL BE EQUAL TO ANY PUBLISHED NUMBERS AT ANY GIVEN TIME. Winning Media SHALL NOT BE HELD LIABLE FOR ANY CLAIMS AS THEY RELATE TO SAID USAGE STATISTICS. Winning Media PROVIDES ADVERTISER WITH USAGE STATISTICS SOLELY AS A COURTESY TO ADVERTISER and makes no representations or warranties regarding the accuracy or usefulness of any usage statistics that are provided to advertiser.

## TRUTH IN ADVERTISING / ADVERTISER'S REPRESENTATIONS AND WARRANTIES:

Advertiser is solely responsible for any legal liability arising out of or relating to (1) the Advertisement or (2) any material to which users can Link through the Advertisement. Advertiser represents and warrants that the disclosures, information and statements contained in the Advertisement will not contain any untrue statement of material fact or omit to state any material fact necessary to make the disclosures, information and statements contained in Advertisement not misleading. Advertiser represents and warrants that the Advertisement and Link comply with all applicable industry advertising standards, laws and regulations. Advertiser represents and warrants that it holds the necessary rights to permit the use of the Advertisement and Link by

Winning Media for the purpose of distributing the Advertisement under this Agreement and that the use, reproduction, distribution, or transmission of the Advertisement will not violate any criminal laws, any civil laws, or any rights of any third parties, including, but not limited to, such violations as infringement or misappropriation of any copyright, patent, trademark, trade secret, music, image, or other proprietary or property right, false advertising, unfair competition, defamation, invasion of privacy or rights of celebrity, violation of any anti-discrimination law or regulation, or any other right of any person or entity.

**ASSIGNMENT:**

Advertiser may not assign this agreement, in whole or in part, without Winning Media's written consent. Any attempt to assign this Agreement without such consent will be null and void.

**GOVERNING LAW and VENUE:**

**This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, without giving effect to the principles of conflicts of law or choice of law. Any action arising out of this agreement or the rights and duties of the parties arising out of this agreement may be brought, if at all, only in the courts of the State of Texas for Harris County or the U.S. District Court for the Southern District of Texas located in Houston, Texas and not in any other court and tribunal. Advertiser agrees that this paragraph constitutes conspicuous notice.**

**ABILITY TO ENTER INTO AGREEMENT:**

By signing this Agreement, Advertiser represents and warrants that there is no legal reason that Advertiser cannot enter into this Agreement and to perform its obligations hereunder.

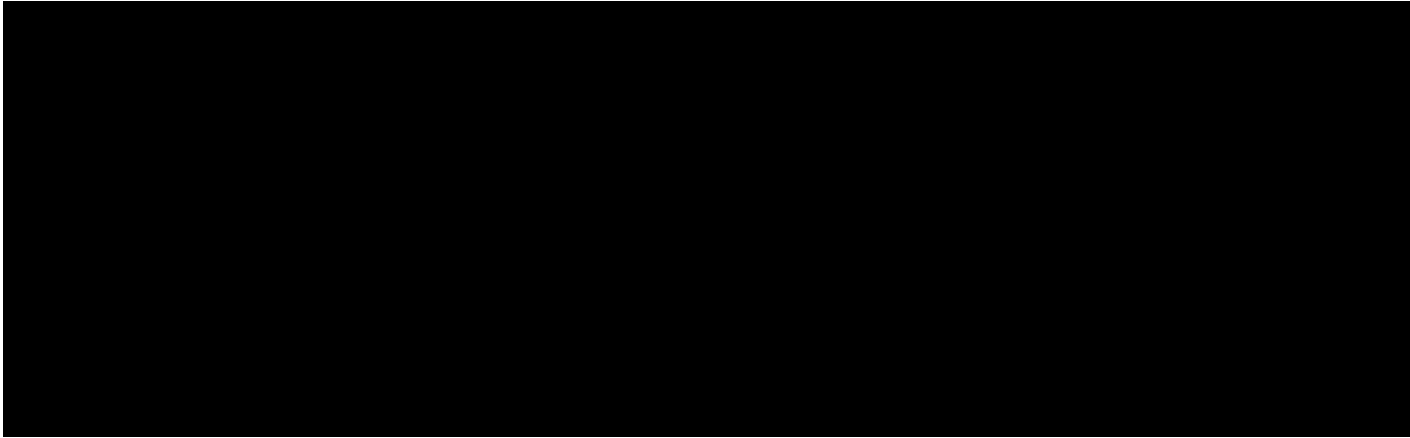
**FORCE MAJEURE:**

Winning Media shall not be liable for any failure or delay in performance under this Agreement to the extent that such failures or delays are caused by any cause beyond its control, through no fault of its own, including but not limited to any act of God, nature, fire, flood, power or telecommunications outage, wars, riots, civil insurrections, strikes, lockouts or other labor disturbances, or public disaster.

**ENTIRE AGREEMENT:**

This Agreement and any and all exhibits and attachments including the Insertion Order are the complete and exclusive agreement between the parties with respect to the subject matter hereof, superseding and replacing any and all prior agreements, communications, and understandings (both written and oral) regarding such subject matter, provided that all pricing will be governed by Winning Media pricing policies, whether printed on paper or available electronically. The terms and conditions of this Agreement will prevail over any contrary or inconsistent terms in any purchase order. This Agreement may only be modified, or any rights under it waived, by a written document executed by both parties.

The Advertiser has read the above Terms and Conditions and hereby agrees to them in their entirety.



## **BETTER CHOICE COMPANY RETAINS EMERGING MARKETS CONSULTING, LLC (EMC) AND WINNING MEDIA TO PROVIDE INVESTOR/PUBLIC RELATIONS SERVICES**

NEW YORK – February 17, 2021 (GLOBE NEWSWIRE) – Better Choice Company (OTCQB: BTTR) (“Better Choice”), an animal health and wellness company, is pleased to announce that it has retained Emerging Markets Consulting (EMC). EMC specializes in helping small and mid-sized public companies establish brand awareness, increase market share and to expand their customer and shareholder base, through improving visibility with both the institutional and retail investment communities. In addition to EMC the Company has also retained Winning Media (WM) to provide strategic digital media services, marketing and data analytics services. Neither WM nor EMC or any of its principals currently own any securities, directly or indirectly, of the company or have any intention to acquire any securities of the company.

Michael Young, Chairman of Better Choice commented, “With our proposed application to the NYSE or Nasdaq in the second quarter of 2021 we feel this is the perfect time to be telling our story. EMC’s and WM’s tremendous track record for introducing unique Micro Cap companies to Broker Networks and top Institutions should help us continue to build momentum into these major corporate events. Given the temporary travel restrictions and limited in person conferences we believe this is the most beneficial way to continue the expansion of our shareholder base and corporate message.”

Mr. Young continued, “Even with the tremendous momentum of our brands and the building of a world class management and sales team, Better Choice Company continues to trade at a severe valuation discount to other animal health and wellness public companies such as Fresh Pet (FRPT). With the help of EMC and WM we are hoping to correct this market value discrepancy.”

James Painter, President of EMC, said, “We are pleased to represent Better Choice Company and look forward to a successful partnership. We have conducted our due diligence on the Company and the animal health and wellness industry, and are very impressed with the management, share structure and overall business strategy.”

### **About Better Choice Company, Inc.**

Better Choice Company Inc. is a rapidly 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>.

### **About Emerging Markets Consulting LLC**

Based in Orlando, Florida, Emerging Markets Consulting, LLC (EMC) brings over 40 years combined experience in the investor relations industry. EMC is an international investor relations firm with affiliates around the world. EMC is relationship-driven and results-oriented with the goal of seeking attractive emerging companies and concentrating its resources and efforts to serve a limited number of high-quality clients. For more information, visit EMC’s website at [www.emergingmarketsllc.com](http://www.emergingmarketsllc.com)

### **About Winning Media LLC**

Winning Media (WM) in Houston, TX. brings over 20 years of experience in the online advertising and investor relations industry.

WM provides strategic digital media services, marketing, and data analytics services. Today WM is the industry leader and most in demand firms in the online financial advertising space.

For more information email: [ty@lifewatermedia.com](mailto:ty@lifewatermedia.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

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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