
**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): March 21, 2023

Better Choice Company Inc.

(Exact name of Registrant as Specified in its Charter)

Delaware
(State or other Jurisdiction of Incorporation)

001-40477
(Commission File Number)

83-4284557
(IRS Employer Identification No.)

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

(Registrant's Telephone Number, Including Area Code): **(212) 896-1254**

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
Common Stock, \$0.001 par value share	BTTR	NYSE American

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

Departure of Ms. Cook as Chief Financial Officer

On March 21, 2023, Better Choice Company Inc. (the "Company") announced that Sharla A. Cook, age 42, has resigned from her role as Chief Financial Officer, Secretary and Treasurer of the Company, effective April 3, 2023 (the "Separation Date").

Appointment of Interim Chief Financial Officer

On March 21, 2023, the Company announced that Carolina Martinez, age 33, was appointed as Interim Chief Financial Officer, Secretary and Treasurer of the Company, effective April 3, 2023.

Mrs. Martinez is a Director of CFO Partnership Solutions at ONE10 Advisors, LLC, ("ONE10 Advisors") a strategic finance and accounting advisory firm in Tampa, FL. Prior to joining ONE10 Advisors in January 2022, Mrs. Martinez spent nine years at PricewaterhouseCoopers, LLP where she served as a Manager in the National Quality Organization office from March through December 2021, and in various assurance roles from January 2013 through March 2021 where she primarily served publicly traded companies. Mrs. Martinez is a Certified Public Accountant in the State of Florida and holds a Master of Science in Accounting from The University of Tampa and a Bachelor of Science in Business Administration, Accounting from the University of Central Florida.

Pursuant to an Engagement Agreement, dated as of March 13, 2023, between ONE10 Advisors, LLC ("ONE10") and the Company (the "Engagement Agreement"), ONE10 has agreed to provide financial support services, including, without limitation, the services of Mrs. Martinez to serve the Company on an interim basis, as the Company's Interim Chief Financial Officer and Principal Financial and Accounting Officer. The Engagement Agreement has an initial term of six months and a six-month renewal term at the option of the parties. The Engagement Agreement is terminable by either party upon 30 days prior written notice. As compensation for the services to be provided by ONE10, including the services of Mrs. Martinez, the Company has agreed to pay ONE10 a monthly fee of \$22,000.

Pursuant to an Interim Officer Agreement, dated as of March 20, 2023, by and between Mrs. Martinez and the Company (the "Interim Officer Agreement"), the Company has agreed, among other things, to indemnify Mrs. Martinez and ONE10, for any possible claim or threatened, pending or completed proceeding, proceeding, whether civil, criminal or investigative, resulting from Executive's involvement with the Company so long as such claims or potential claims are not the result of fraudulent or reckless actions of the Executive. The Interim Officer Agreement also contains non-solicitation, non-disparagement, confidentiality, and proprietary rights provisions protecting the Company.

The foregoing descriptions of the Engagement Agreement and the Interim Officer Agreement are qualified in their entirety by reference to the Engagement Agreement and the Interim Officer Agreement filed as Exhibits 10.1 and 10.2, respectively, to this Current Report.

Other than as described in this Current Report, there are no other arrangements or understandings between Mrs. Martinez and any other persons pursuant to which she was appointed to the office described above, no family relationship exists among any of the Company's directors or executive officers and Mrs. Martinez, and Mrs. Martinez does not have any direct or indirect interest in any transaction required to be disclosed pursuant to Item 404(a) of Regulation S-K.

Item 9.01 Exhibits

(d) Exhibits.

Exhibits	Description
	<u>Engagement Agreement, dated as of March 13, 2023, by and between ONE10 Advisors, LLC and Better Choice Company Inc.</u>
	<u>Interim Officer Agreement, dated as of March 20, 2023, by and between Carolina Martinez and Better Choice Company, Inc.</u>

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/ Lionel F. Conacher
Name: Lionel F. Conacher
Title: Interim Chief Executive Officer

March 21, 2023



March 13, 2023

Better Choice Company, Inc.
Lionel Conacher
12400 Race Track Road
Tampa, Florida 33626

Dear Lionel Conacher:

Introduction

We are looking forward to working with you to provide the professional services described herein. This letter confirms our understanding of the terms and objectives of our engagement and the nature and limitations of the services we will provide. The engagement between Better Choice Company, Inc. (the “Company”), and ONE10 Advisors, LLC (“ONE10”) will be governed by the terms of this letter (the “Agreement”).

Engagement Scope

We will provide the services described in Exhibit A attached hereto (the “Services”), which services the parties agree were discussed to meet your financial objectives and goals. Some of the Services will require your cooperation in providing us with various types of information and documents concerning your financial situation. We will be relying on your representations. If we are unable to obtain from you sufficient information to provide the Services, the Services may be limited to those matters for which sufficient information is available, and this may affect our conclusions and recommendations. Should this be the case, we will so advise you in writing.

If we are unable to obtain sufficient information to proceed with the engagement as contemplated and agreed, we will advise you and, as appropriate, discuss terminating or modifying the engagement with you. Both parties may modify or terminate the engagement at any time via communication in writing with 30 days’ notice. It is understood that any unpaid services that are outstanding at the end of the termination period are to be paid in full within 15 days.

At your request, we will provide an Interim Chief Financial Officer (“ICFO”) to the Company. The ICFO will act in this capacity until the Company identifies a full-time Chief Financial Officer. The Company will need to enter into a separate arrangement with the ICFO, referencing the terms of this Agreement. The ICFO will require the Company to maintain its current Directors and Officers insurance coverage.

The services to be furnished to the Company are not designed to guarantee the accuracy of the financial statements and cannot be relied upon to detect fraud or errors, should any exist. However, should any fraud or errors come to our attention, we will report them to you. In



addition, during the course of our engagement, financial statement misstatements may be identified, either through our work or through communication by your employees to us, and we will bring these misstatements to your attention. The Company is solely responsible for any misstatements, as well as any corrective adjustments, although we may propose adjustments.

Notwithstanding any provision of this Agreement to the contrary, we will not be responsible for detecting errors or evidence of fraud or illegal acts that may exist in your books, records, accounts, or operations (provided, however, that we will inform the appropriate level of management of any evidence of fraud or possible illegal acts or errors that come to the attention of us). We are not responsible for material inaccuracy nor fraud in the financial statements, other than any material inaccuracy or fraud committed by an employee or agent of ONE10. We will have no responsibility to identify or communicate significant deficiencies or material weaknesses in the Company's internal control over financial reporting as part of its engagement under this Agreement. However, if we identify significant deficiencies or material weaknesses, we will report them to management.

We will keep your personal, non-public information strictly confidential. If your personal information needs to be disclosed when working with your other advisors or with other qualified professionals, we will ask your permission to do so. However, we may be required by legal or regulatory authorities to disclose confidential information without your permission.

You agree to hold any confidential information made available to you about us or any other third parties with whom we have a relationship in confidence and to protect such confidential information from unauthorized use, publication or dissemination with the same degree of care normally used to protect its own confidential information, but in no event less than a reasonable degree of care.

Responsibility

You acknowledge that it is the responsibility of the Company to make and keep books, records, and accounts, which, in reasonable detail, accurately and fairly reflect the transactions and dispositions of the assets of the Company, and that our responsibility is limited to assisting you with the preparation of GAAP financial statements using management's books, records, and accounts.

In order to ensure that the Services provided are sound and appropriate for your situation, it is your responsibility to provide complete and accurate information regarding all items requested by us. The suggestions and recommendations included in the Services will be advisory in nature, and we cannot guarantee the performance of any recommendations made in connection with the Services.



If in the course of this engagement we become aware of a service needed to complete the engagement that we do not or will not provide, we will advise you of that needed service and recommend to you in writing that you engage another service provider to address that service. If you decline to engage such recommended service provider, and we determine that such action impairs our ability to properly address the terms of this engagement, we will so advise you, in writing, and terminate this engagement. If you decline to engage such recommended service provider and we determine that our ability to properly address the terms of this engagement is not impaired, but may be limited in some way, we will advise you, in writing, with respect to how we believe our conclusions and recommendations may be affected.

We cannot be responsible for the acts, omissions, or solvency of any broker, agent, or independent contractor or other advisor or professional selected to implement any part of the Services. You agree to indemnify and hold harmless and defend us, our officers, members, managers, employees and agents from and against all claims and suits by third parties for any damages, losses, and expenses including court costs and reasonable attorney's fees, arising out of, or resulting from, any of your actions or the actions of any broker, agent or independent contractor or other advisor or professional you have retained or that is implemented in any part of the Services, including all such causes of action based upon common, constitutional, or statutory law. In addition, unless specifically stated and described on Exhibit A, the Services are not designed to discover fraud, irregularities, or misrepresentations made in materials provided to us.

You will, of course, be free to follow or disregard, in whole or in part, any recommendations we make. You are under no obligation to act on any recommendation.

Description of Fees

The fee for the Services is described on Exhibit "B", attached hereto.

Conflicts of Interest

We have no conflicts of interest in the acceptance of this engagement. During the term of our engagement, we will not enter into any other engagement, or take any other action, that may cause or result in a conflict of interest with this engagement.

Employment

During the term of our engagement and for a period of one (1) year after the expiration or termination of our services hereunder, you agree not to directly or indirectly: (i) induce, or attempt to induce, any Worker (as defined below) to terminate any employment or independent contractor relationship with ONE10; (ii) interfere with or disrupt ONE10's relationship with any Worker; or (iii) solicit, entice, take away, employ, contract with, or engage any Worker. As used

worker, or (iii) solicit, induce, take away, employ, contract with, or engage any worker. As used



herein, Worker shall mean any individual who has had an employment or independent contractor relationship with ONE10 within one (1) year preceding the date on which ONE10 ceases to provide services under this letter of engagement.

Miscellaneous

We will be pleased to discuss this letter with you at any time. If the foregoing is in accordance with your understanding, please DocuSign this letter in the space provided.

This engagement may be terminated without penalty or further obligation except for the payment of fees for services performed and expenses incurred prior to termination.

We agree that we will not assign this engagement without your prior written approval, except if our business is acquired in whole or in part by another party who will fulfill the obligations hereunder.

We thank you for the opportunity to be of service.

Very truly yours,

DocuSigned by:
Justin Medich
A54688CBC17C490...

Justin Nikolich, CPA

ONE10 Advisors, LLC



We agree to the terms of the engagement described in this letter.

DocuSigned by:
Lionel Conacher
27127E6C93D14FE...

Lionel Conacher, Interim CEO

March 13, 2023 | 4:18 PM PDT

Date Signed



Exhibit "A"

Services

ONE10 will provide the below services for the term March 13, 2023 through September 29, 2023, with a 6-month renewal.

- ONE10 will provide Nina Martinez as your interim CFO and named officer on all SEC filings, and she will have the following responsibilities:
 - Instantly relieve the resource constraint pressure due to the current CFO's exit and provide oversight of entire finance and accounting function
 - Maintain cadence and control of cash flow and working capital management through enhanced financial modeling and continuous forecasting
 - Oversight of monthly/quarterly/annual consolidated financial statements and SEC filings (10-K, 10-Q, 8-K, Section 16)
 - Produce monthly management and Board reporting packages
 - Maintain covenant compliance reporting as required
 - Decision maker on complex and technical accounting matters
 - Ability to play a critical role in diligence process for future transactions
 - Skills and capabilities to break down any organizational silos, and improve collaboration and a centralized flow of critical information with a financial impact between departments
 - Liaison with external services providers (i.e. tax, securities counsel, audit, insurance, and more)
 - Maintain cadence of the various margin improvement initiatives
 - Any other ad-hoc CFO responsibilities, as needed



Exhibit “B”

Fee

The fee for services are listed below and will be billed based on the below fee schedule. Fees are billed monthly, in arrears, with payment terms of net-15.

Services	Fee
Interim CFO Onboarding with current CFO – March 2023	\$165/hour (rate per hour)
Interim CFO Services – 160 hours/month, April to September 2023	\$22,000/month (fixed fee)

INTERIM OFFICER AGREEMENT

THIS INTERIM OFFICER AGREEMENT (this "Agreement") is made and entered into as of March 20, 2023 (the "Effective Date"), by and between CAROLINA MARTINEZ (the "Executive") and BETTER CHOICE COMPANY INC., a Delaware corporation (the "Company").

RECITALS

WHEREAS, the Company desires to retain the services of Executive on the terms and conditions set forth herein; and

WHEREAS, the Executive desires to provide the services described herein to Company on such terms and conditions.

NOW, THEREFORE, in consideration of the mutual covenants, promises and obligations set forth herein, the parties agree as follows:

1. Term. The term of this Agreement shall begin on April 3, 2023 and shall continue until terminated as provided in the Engagement Agreement, as hereinafter defined. The period during which the Executive is providing services with the Company hereunder is hereinafter referred to as the "Term."

2. Duties. During the Term, the Executive shall serve as the interim Chief Financial Officer of the Company, as well as the Company's Interim Secretary and Treasurer, and shall devote sufficient time and attention to the performance of the Executive's duties hereunder and will not engage in any other business, profession or occupation for compensation or otherwise which would conflict or interfere with the performance of such services either directly or indirectly without the prior written consent of the Company; provided, however, that the Company acknowledges and agrees that the Executive may continue to work with ONE10 Advisors, LLC, and its affiliates (collectively, "ONE10"), which entities the Company has retained to provide services to the Company, including, but not limited to, allowing the Executive to provide the services hereunder, pursuant to that certain agreement entered into between ONE10 and the Company dated March 13, 2023 (the "Engagement Agreement").

3. Place of Performance. The principal place of Executive's services provided hereunder shall be the Company's office currently located in Oldsmar, Florida, or may be provided remotely from Executive's home or ONE10's business office location.

4. Compensation. The Executive is providing the services hereunder as an employee of ONE10 and the compensation paid for the services hereunder are included in the total amount to be paid to ONE10 pursuant to the Engagement Agreement.

5. D&O Insurance; Indemnification. The Company hereby covenants and agrees that, during the Term and thereafter so long as Executive shall be subject to any possible claim or threatened, pending or completed proceeding, whether civil, criminal or investigative, by reason of Executive's involvement with the Company, the Company shall obtain and maintain in full force and effect directors' and officers' liability insurance in commercially reasonable amounts from established and reputable insurers. The Company further covenants and agrees to hold Executive and ONE10 harmless and indemnify each from any possible claim or threatened, pending or completed proceeding, whether civil, criminal or investigative resulting from Executive's involvement with the Company so long as such claims or

investigative, resulting from Executive's involvement with the Company so long as such claims or

potential claims are not the result of fraudulent or reckless actions of the Executive.

6. Termination of Agreement.

The Term and Executive's services hereunder shall be governed by the terms of the Engagement Agreement.

7. Confidential Information. The Executive understands and acknowledges that during the Term, she will have access to and learn about Confidential Information, as defined below.

7.1. Confidential Information Defined. For purposes of this Agreement, "Confidential Information" includes, but is not limited to, all information not generally known to the public, in spoken, printed, electronic or any other form or medium, relating directly or indirectly to: business processes, practices, methods, policies, plans, publications, documents, research, operations, services, strategies, techniques, agreements, contracts, terms of agreements, transactions, potential transactions, negotiations, know-how, trade secrets, computer programs, computer software, databases, technology, inventions, formulae, discoveries, ideas, concepts, manuals, records, customer information, customer lists, client information, and client lists of the Company, or of any other person or entity that has entrusted information to the Company in confidence.

The Executive understands that the above list is not exhaustive, and that Confidential Information also includes other information that is marked or otherwise identified as confidential or proprietary, or that would otherwise appear to a reasonable person to be confidential or proprietary in the context and circumstances in which the information is known or used.

7.2 Company Creation and Use of Confidential Information. The Executive understands and acknowledges that the Company has invested, and continues to invest, substantial time, money and specialized knowledge into developing its resources, creating a customer base, generating customer and potential customer lists, training its employees, and improving its offerings. The Executive understands and acknowledges that as a result of these efforts, the Company has created, and continues to use and create Confidential Information. This Confidential Information provides the Company with a competitive advantage over others in the marketplace.

7.3 Disclosure and Use Restrictions. The Executive agrees and covenants: (i) to treat all Confidential Information as strictly confidential; (ii) not to directly or indirectly disclose, publish, communicate or make available Confidential Information, or allow it to be disclosed, published, communicated or made available, in whole or part, to any entity or person whatsoever not having a need to know and authority to know and use the Confidential Information in connection with the business of the Company and, in any event, not to anyone outside of the direct employ of the Company except as required in the performance of the Executive's authorized duties to the Company; and (iii) not to access or use any Confidential Information, and not to copy any documents, records, files, media or other resources containing any Confidential Information, or remove any such documents, records, files, media or other resources from the premises or control of the Company, except as required in the performance of the Executive's authorized duties to the Company. Nothing herein shall be construed to prevent disclosure of Confidential Information as

Company. Nothing herein shall be construed to prevent disclosure of Confidential Information as may be required by applicable law or regulation, or pursuant to the valid order of a court of

competent jurisdiction or an authorized government agency, provided that the disclosure does not exceed the extent of disclosure required by such law, regulation or order. The Executive shall promptly provide written notice of any such order to the Company.

The Executive understands and acknowledges that her obligations under this Agreement with regard to any particular Confidential Information shall commence immediately upon the Executive first having access to such Confidential Information (whether before or after she begins working with the Company) and shall continue during and after her involvement with the Company until such time as such Confidential Information has become public knowledge other than as a result of the Executive's breach of this Agreement or breach by those acting in concert with the Executive or on the Executive's behalf.

8. Proprietary Rights. Executive acknowledges and agrees that all right, title, and interest in and to all writings, works of authorship, technology, inventions, discoveries, processes, techniques, methods, ideas, concepts, research, proposals, materials, and all other work product of any nature whatsoever, that are created, prepared, produced, authored, edited, amended, conceived, or reduced to practice by Executive individually or jointly with others during the Term and relate in any way to the business or contemplated business, products, activities, research, or development of the Company or result from any work performed by Executive for the Company (in each case, regardless of when or where prepared or whose equipment or other resources is used in preparing the same), all rights and claims related to the foregoing, and all printed, physical and electronic copies, and other tangible embodiments thereof (collectively, "Work Product"), as well as any and all rights in and to US and foreign (a) patents, patent disclosures and inventions (whether patentable or not), (b) trademarks, service marks, trade dress, trade names, logos, corporate names, and domain names, and other similar designations of source or origin, together with the goodwill symbolized by any of the foregoing, (c) copyrights and copyrightable works (including computer programs), and rights in data and databases, (d) trade secrets, know-how, and other confidential information, and (e) all other intellectual property rights, in each case whether registered or unregistered and including all registrations and applications for, and renewals and extensions of, such rights, all improvements thereto and all similar or equivalent rights or forms of protection in any part of the world (collectively, "Intellectual Property Rights"), shall be the sole and exclusive property of the Company. Executive acknowledges that, by reason of being employed by the Company at the relevant times, to the extent permitted by law, all of the Work Product consisting of copyrightable subject matter is "work made for hire" as defined in 17 U.S.C. § 101 and such copyrights are therefore owned by the Company. To the extent that the foregoing does not apply, Executive hereby irrevocably assigns to the Company, for no additional consideration, Executive's entire right, title, and interest in and to all Work Product and Intellectual Property Rights therein, including the right to sue, counterclaim, and recover for all past, present, and future infringement, misappropriation, or dilution thereof, and all rights corresponding thereto throughout the world. Nothing contained in this Agreement shall be construed to reduce or limit the Company's rights, title, or interest in any Work Product or Intellectual Property Rights so as to be less in any respect than that the Company would have had in the absence of this Agreement. . During and after the Term, Executive agrees to reasonably cooperate with the Company to (a) apply for, obtain, perfect, and transfer to the Company the Work Product as well as any and all Intellectual Property Rights in the Work Product in any jurisdiction in the world; and (b) maintain, protect and enforce the same, including, without limitation, giving testimony and executing and delivering to the Company any and all applications, oaths, declarations, affidavits, waivers, assignments, and other documents and instruments as shall be requested by the Company. Executive hereby irrevocably grants the Company power of attorney to execute and deliver any such documents on Executive's behalf in his name and to do all other lawfully permitted acts to transfer the Work Product to the Company and further the transfer

and other lawfully permitted acts to transfer the WORK PRODUCT to the Company and further the transfer, prosecution, issuance, and maintenance of all Intellectual Property Rights therein, to the full extent

permitted by law, if Executive does not promptly cooperate with the Company's request (without limiting the rights the Company shall have in such circumstances by operation of law). The power of attorney is coupled with an interest and shall not be affected by Executive's subsequent incapacity. Executive understands that this Agreement does not, and shall not be construed to, grant Executive any license or right of any nature with respect to any Work Product or Intellectual Property Rights or any Confidential Information, materials, software, or other tools made available to Executive by the Company.

9. Restrictive Covenants.

9.1. Non-Solicitation. Executive agrees that during the Executive's employment during the Term and for a period of twelve (12) months following Executive's termination for any reason (the "Restricted Period"), other than in connection with Executive's duties under this Agreement, Executive has not, and shall not directly or indirectly, either as a principal, manager, agent, employee, consultant, officer, director, stockholder, partner, investor or lender or in any other capacity, and whether personally or through other persons: (a) solicit business from, attempt to conduct business with, or conduct business with any client, customer, or prospective client or customer of the Company (i) with whom the Company conducts or solicits business during Executive's employment, and (ii) in the post-termination Restricted Period, with whom the Company conducted or solicited business within the final twelve (12) months prior to Executive's termination, and who or which: (A) Executive contacted, called on, serviced, did business with, or had contact with during Executive's employment or that Executive attempted to contact, call on, service, or do business with during Executive's employment; or (B) that Executive became acquainted with or dealt with or had confidential information about, for any reason, as a result of Executive's employment. This restriction applies only to business that is in the scope of services or products provided by the Company; or (b) hire, solicit for employment or retention, induce or encourage to leave the employment of the Company, or otherwise cease their employment or other relationship with the Company, on behalf of itself or any other individual or entity, any employee, independent contractor or any former employee or independent contractor of the Company whose employment or contractor relationship ceased less than twelve (12) months earlier.

9.2 Non-Disparagement. During Executive's employment with the Company and any time thereafter, Executive shall not make, publish, or otherwise transmit any false, disparaging or defamatory statements, whether written or oral, regarding the Company and any of its employees, executives, agents, investors, procedures, investments, products, policies, or services. However, nothing in this Article IV, Section C(ii) shall prohibit: (1) Executive from testifying truthfully in response to a subpoena or participating in any governmental proceeding; or (2) Executive from raising internal concerns or by statements Executive makes in good faith in connection with performing Executive's duties and obligations to the Company.

10. Governing Law: Jurisdiction and Venue. This Agreement, for all purposes, shall be construed in accordance with the laws of the State of Florida without regard to conflicts of law principles. Any action or proceeding by either of the parties to enforce this Agreement shall be brought only in a state or federal court located in the State of Florida, county of Hillsborough. The parties hereby irrevocably submit to the exclusive jurisdiction of such courts and waive the defense of inconvenient forum to the maintenance of any such action or proceeding in such venue.

11. Entire Agreement. Unless specifically provided herein, this Agreement contains all of the understandings and representations between the Executive and the Company pertaining to the subject

understandings and representations between the Executive and the Company pertaining to the subject matter hereof and supersedes all prior and contemporaneous understandings, agreements, representations

and warranties, both written and oral, with respect to such subject matter. The parties mutually agree that the Agreement can be specifically enforced in court and can be cited as evidence in legal proceedings alleging breach of the Agreement.

12. Modification and Waiver. No provision of this Agreement may be amended or modified unless such amendment or modification is agreed to in writing and signed by the Executive and by the Company. No waiver by either of the parties of any breach by the other party hereto of any condition or provision of this Agreement to be performed by the other party hereto shall be deemed a waiver of any similar or dissimilar provision or condition at the same or any prior or subsequent time, nor shall the failure of or delay by either of the parties in exercising any right, power or privilege hereunder operate as a waiver thereof to preclude any other or further exercise thereof or the exercise of any other such right, power or privilege.

13. Severability. Should any provision of this Agreement be held by a court of competent jurisdiction to be enforceable only if modified, or if any portion of this Agreement shall be held as unenforceable and thus stricken, such holding shall not affect the validity of the remainder of this Agreement, the balance of which shall continue to be binding upon the parties with any such modification to become a part hereof and treated as though originally set forth in this Agreement.

The parties further agree that any such court is expressly authorized to modify any such unenforceable provision of this Agreement in lieu of severing such unenforceable provision from this Agreement in its entirety, whether by rewriting the offending provision, deleting any or all of the offending provision, adding additional language to this Agreement or by making such other modifications as it deems warranted to carry out the intent and agreement of the parties as embodied herein to the maximum extent permitted by law.

The parties expressly agree that this Agreement as so modified by the court shall be binding upon and enforceable against each of them. In any event, should one or more of the provisions of this Agreement be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions hereof, and if such provision or provisions are not modified as provided above, this Agreement shall be construed as if such invalid, illegal or unenforceable provisions had not been set forth herein.

14. Captions. Captions and headings of the sections and paragraphs of this Agreement are intended solely for convenience and no provision of this Agreement is to be construed by reference to the caption or heading of any section or paragraph.

15. Counterparts. This Agreement may be executed in separate counterparts and my electronic signature or submission, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.

16. Notice. Notices and all other communications provided for in this Agreement shall be in writing and shall be delivered personally or sent by registered or certified mail, return receipt requested, or by overnight carrier to the parties at the addresses set forth below their respective signatures hereto.

17. Survival. Upon the expiration or other termination of this Agreement, the respective rights and obligations of the parties hereto shall survive such expiration or other termination to the extent necessary to carry out the intentions of the parties under this Agreement.

necessary to carry out the intentions of the parties under this Agreement.

[Signature Page to Immediately Follow]

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

EXECUTIVE:

COMPANY:

BETTER CHOICE COMPANY INC., a Delaware corporation

DocuSigned by:
Nina Martinez
8330A60B74E74F7...
CAROLINA "NINA" MARTINEZ

DocuSigned by:
Lionel Conacher
By: 27127E6C93D14EE

Print Name: Lionel Conacher

Print Title: CEO

Address: 2023 W. Platt St., Tampa, FL 33606

Address: Tampa, FL
