

SECURITIES AND EXCHANGE COMMISSION

FORM S-8

Initial registration statement for securities to be offered to employees pursuant to employee benefit plans

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FILER

BARFRESH FOOD GROUP INC.

CIK: [1487197](#) | IRS No.: **271994359** | State of Incorp.: **DE** | Fiscal Year End: **1231**
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SIC: **2030** Canned, frozen & preservd fruit, veg & food specialties

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LOS ANGELES CA 90005

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310-598-7110

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

FORM S-8
REGISTRATION STATEMENT
Under The Securities Act of 1933

BARFRESH FOOD GROUP INC.

(Exact name of registrant as specified in its charter)

Delaware
(State or other jurisdiction of
incorporation or organization)

27-1994406
(I.R.S. Employer
Identification Number)

3600 Wilshire Boulevard, Suite 1720
Los Angeles, California
(Address of Principal Executive Offices)

90010
(Zip Code)

Barfresh Food Group Inc. 2023 Equity Incentive Plan
(Full title of the plan)

Riccardo Delle Coste, Chief Executive Officer
3600 Wilshire Blvd., Suite 1720
Los Angeles, California 90010
(310) 598-7113
(Name, address and telephone number of agent for service)

Copies to:
Fay Matsukage
Doida Crow Legal LLC
7979 East Tufts Avenue, Suite 1750
Denver, Colorado 80237
(720) 306-1001

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

Large accelerated filer	<input type="checkbox"/>	Accelerated filer	<input type="checkbox"/>
Non-accelerated filer	<input type="checkbox"/>	Smaller reporting company	<input checked="" type="checkbox"/>
		Emerging growth company	<input checked="" type="checkbox"/>

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

PART I

INFORMATION REQUIRED IN THE PROSPECTUS

The information specified in Item 1 and Item 2 of Part I of Form S-8 is omitted from this Registration Statement on Form S-8 (the “**Registration Statement**”) in accordance with the provisions of Rule 428 under the Securities Act and the introductory note to Part I of Form S-8. The documents containing the information specified in Part I of Form S-8 will be delivered to the participants in the equity benefit plans covered by this Registration Statement as specified by Rule 428(b)(1) under the Securities Act.

PART II

INFORMATION REQUIRED IN REGISTRATION STATEMENT

Item 3. Incorporation of Documents by Reference.

Barfresh Food Group Inc. (the “**Registrant**”) hereby incorporates by reference into this Registration Statement the following documents previously filed with the Securities and Exchange Commission (the “**SEC**”):

- (1) The Registrant’s Annual Report on [Form 10-K](#) (File No. 001-41228) for the fiscal year ended December 31, 2022 filed with the SEC on March 2, 2023, and Quarterly Reports on Form 10-Q (File No. 001-41228) for the quarter ended March 31, 2023 filed with the SEC on [April 27, 2023](#) and the quarter ended June 30, 2023 filed with the SEC on [August 14, 2023](#).
- (2) The Registrant’s Current Reports on Form 8-K filed on [March 2, 2023](#), [April 27, 2023](#), [May 5, 2023](#), [June 16, 2023](#), [June 21, 2023](#), and [August 14, 2023](#) (other than information furnished rather than filed).
- (3) The description of the Registrant’s Common Stock contained in [Exhibit 4.20](#) to the Registrant’s Annual Report on Form 10-K (File No. 001-41228) for the fiscal year ended December 31, 2019 filed with the SEC on April 13, 2020, including any amendment or report filed for the purpose of updating such description.

All documents filed by the Registrant pursuant to Sections 13(a), 13(c), 14 and 15(d) of the Securities Exchange Act of 1934, as amended (the “**Exchange Act**”) on or after the date of this Registration Statement and prior to the filing of a post-effective amendment to this Registration Statement that indicates that all securities offered have been sold or that deregisters all securities then remaining unsold shall be deemed to be incorporated by reference in this Registration Statement and to be part hereof from the date of filing of such documents; *provided, however*, that documents or information deemed to have been furnished and not filed in accordance with the rules of the SEC shall not be deemed incorporated by reference into this Registration Statement. Any statement contained in a document incorporated or deemed to be incorporated by reference herein shall be deemed to be modified or superseded for purposes of this Registration Statement to the extent that a statement contained herein or in any subsequently filed document which also is deemed to be incorporated by reference herein modifies or supersedes such statement. Any such statement so modified or superseded shall not be deemed, except as so modified or superseded, to constitute a part of this Registration Statement.

Item 4. Description of Securities.

Not applicable.

Item 5. Interests of Named Experts and Counsel.

None.

Item 6. Indemnification of Directors and Officers.

Section 102(b)(7) of the Delaware General Corporation Law (DGCL) allows a corporation to provide in its certificate of incorporation that a director of the corporation will not be personally liable to the corporation or its stockholders for monetary damages for breach of fiduciary duty as a director, except where the director breached the duty of loyalty, failed to act in good faith, engaged in intentional misconduct or knowingly violated a law, authorized the payment of a dividend or approved a stock repurchase in violation of Delaware corporate law or obtained an improper personal benefit. The Registrant's certificate of incorporation provides for this limitation of liability.

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Section 145 of the DGCL, provides, among other things, that a Delaware corporation may indemnify any person who was, is or is threatened to be made, party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of such corporation), by reason of the fact that such person is or was an officer, director, employee or agent of such corporation or is or was serving at the request of such corporation as a director, officer, employee or agent of another corporation or enterprise. The indemnity may include expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by such person in connection with such action, suit or proceeding, provided such person acted in good faith and in a manner he or she reasonably believed to be in or not opposed to the corporation's best interests and, with respect to any criminal action or proceeding, had no reasonable cause to believe that his or her conduct was unlawful. A Delaware corporation may indemnify any persons who were or are a party to any threatened, pending or completed action or suit by or in the right of the corporation by reason of the fact that such person is or was a director, officer, employee or agent of another corporation or enterprise. The indemnity may include expenses (including attorneys' fees) actually and reasonably incurred by such person in connection with the defense or settlement of such action or suit, provided such person acted in good faith and in a manner he or she reasonably believed to be in or not opposed to the corporation's best interests, provided further that no indemnification is permitted without judicial approval if the officer, director, employee or agent is adjudged to be liable to the corporation. Where an officer or director is successful on the merits or otherwise in the defense of any action referred to above, the corporation must indemnify him or her against the expenses (including attorneys' fees) which such officer or director has actually and reasonably incurred.

Section 145 further authorizes a corporation to purchase and maintain insurance on behalf of any person who is or was a director, officer, employee or agent of the corporation or is or was serving at the request of the corporation as a director, officer, employee or agent of another corporation or enterprise, against any liability asserted against such person and incurred by such person in any such capacity, or arising out of his or her status as such, whether or not the corporation would otherwise have the power to indemnify such person under Section 145.

The Registrant's bylaws provide that the Registrant must indemnify and advance expenses to its directors and officers to the full extent authorized by the DGCL.

The indemnification rights set forth above shall not be exclusive of any other right which an indemnified person may have or hereafter acquire under any statute, any provision of the Registrant's certificate of incorporation, bylaws, agreement, vote of stockholders or disinterested directors or otherwise. Notwithstanding the foregoing, the Registrant shall not be obligated to indemnify a director or officer in respect of a proceeding (or part thereof) instituted by such director or officer, unless such proceeding (or part thereof) has been authorized by the Registrant's board of directors pursuant to the applicable procedure outlined in the Registrant's bylaws.

Section 174 of the DGCL provides, among other things, that a director, who willfully or negligently approves of an unlawful payment of dividends or an unlawful stock purchase or redemption, may be held jointly and severally liable for such actions. A director who was either absent when the unlawful actions were approved or dissented at the time may avoid liability by causing his or her dissent to such actions to be entered in the books containing the minutes of the meetings of the Registrant's board of directors at the time such action occurred or immediately after such absent director receives notice of the unlawful acts.

The Registrant currently maintains and expects to continue to maintain standard policies of insurance that provide coverage (1) to its directors and officers against loss rising from claims made by reason of breach of duty or other wrongful act and (2) to us with respect to indemnification payments that the Registrant may make to such directors and officers.

These provisions may discourage stockholders from bringing a lawsuit against the Registrant's directors for breach of their fiduciary duty. These provisions also may have the effect of reducing the likelihood of derivative litigation against directors and officers, even though such an action, if successful, might otherwise benefit the Registrant and its stockholders. Furthermore, a stockholder's investment may be adversely affected to the extent the Registrant pays the costs of settlement and damage awards against officers and directors pursuant to these indemnification provisions.

The Registrant believes that these provisions, the insurance, and the indemnity agreements are necessary to attract and retain talented and experienced officers and directors.

Item 7. Exemption from Registration Claimed.

Not applicable.

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Item 8. Exhibits.

The Registrant has filed the exhibits listed on the accompanying Exhibit Index of this Registration Statement.

EXHIBIT INDEX

Exhibit Number	Exhibit Description	Incorporated by Reference			Filing Date	Filed or Furnished Herewith
		Form	File No.	Exhibit		
4.1	Certificate of Incorporation of Moving Box Inc. dated February 25, 2010	S-1	333-168738	3.1	August 11, 2010	
4.2	Amended and Restated Bylaws of Barfresh Food Group Inc.	8-K	001-41228	3.1	August 4, 2014	
4.3	Certificate of Amendment of Certificate of Incorporation dated February 13, 2012	8-K	001-41228	3.1	February 17, 2012	
4.4	Certificate of Amendment of Certificate of Incorporation dated December 17, 2021	8-K	001-41228	3.1	December 29, 2021	
4.5	Barfresh Food Group Inc. 2023 Equity Incentive Plan					X
4.6	Form of Incentive Stock Option Agreement granted under the Barfresh Food Group Inc. 2023 Equity Incentive Plan					X
4.7	Form of Non-Qualified Stock Option Agreement granted under the Barfresh Food Group Inc. 2023 Equity Incentive Plan					X
4.8	Form of Restricted Stock Unit Agreement granted under the Barfresh Food Group Inc. 2023 Equity Incentive Plan					X
5.1	Opinion of Doida Crow Legal LLC					X
23.1	Consent of Eide Bailly LLP, independent registered public accounting firm					X
23.2	Consent of Doida Crow Legal LLC (included in Exhibit 5.1 hereto)					X
24.1	Power of Attorney (included on the signature page hereto)					X
107	Filing fee table					X

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Item 9. Undertakings.

A. The undersigned Registrant hereby undertakes:

(1) To file, during any period in which offers or sales are being made, a post-effective amendment to this Registration Statement:

(i) To include any prospectus required by Section 10(a)(3) of the Securities Act;

(ii) To reflect in the prospectus any facts or events arising after the effective date of the Registration Statement (or the most recent post-effective amendment thereof) that, individually or in the aggregate, represent a fundamental change in the information set forth in the Registration Statement. Notwithstanding the foregoing, any increase or decrease in volume of securities offered (if the total dollar value of securities offered would not exceed that which was registered) and any deviation from the low or high end of the estimated maximum offering range may be reflected in the form of prospectus filed with the Commission pursuant to Rule 424(b) if, in the aggregate, the changes in volume and price represent no more than a 20 percent change in the maximum aggregate offering price set forth in the "Calculation of Registration Fee" table in the effective Registration Statement; and

(iii) To include any material information with respect to the plan of distribution not previously disclosed in the Registration Statement or any material change to such information in the Registration Statement; *provided, however*, that paragraphs (A)(1)(i) and (A)(1)(ii) do not apply if the information required to be included in a post-effective amendment by those paragraphs is contained in periodic reports filed with or furnished to the Commission by the Registrant pursuant to Section 13 or Section 15(d) of the Exchange Act that are incorporated by reference in this Registration Statement.

(2) That, for the purpose of determining any liability under the Securities Act, each such post-effective amendment shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.

(3) To remove from registration by means of a post-effective amendment any of the securities being registered which remain unsold at the termination of the offering.

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

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

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SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, as amended, the Registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-8 and has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Los Angeles, State of California, on this 14th day of August, 2023.

BARFRESH FOOD GROUP INC.

By: /s/ Riccardo Delle Coste

Riccardo Delle Coste

Chief Executive Officer

POWER OF ATTORNEY

KNOW ALL PERSONS BY THESE PRESENTS, that each person whose signature appears below hereby constitutes and appoints Riccardo Delle Coste and Lisa Roger, and each of them, as his or her true and lawful attorney-in-fact and agent with full power of substitution and resubstitution, for such person in any and all capacities, to sign any and all amendments to this Registration Statement (including post-effective amendments) on Form S-8, and to file the same, with all exhibits thereto and other documents in connection therewith, with the Securities and Exchange Commission, granting unto said attorney-in-fact, proxy, and agent full power and authority to do and perform each and every act and thing requisite and necessary to be done in connection therewith, as fully for all intents and purposes as such person might or could do in person, hereby ratifying and confirming all that any said attorney-in-fact, proxy and agent, or any substitute of any of them, may lawfully do or cause to be done by virtue hereof.

Pursuant to the requirements of the Securities Act of 1933, this Registration Statement has been signed by the following persons in the capacities and on the dates indicated:

<u>Signature</u>	<u>Title</u>	<u>Date</u>
<u>/s/ Riccardo Delle Coste</u> Riccardo Delle Coste	Chief Executive Officer and Director (Principal Executive Officer)	August 14, 2023
<u>/s/ Lisa Roger</u> Lisa Roger	Chief Financial Officer (Principal Financial and Accounting Officer)	August 14, 2023
<u>/s/ Steven Lang</u> Steven Lang	Director	August 14, 2023
<u>/s/ Arnold Tinter</u> Arnold Tinter	Director	August 14, 2023
<u>/s/ Joseph M. Cugine</u> Joseph M. Cugine	Director	August 14, 2023
<u>/s/ Isabelle Ortiz-Cochet</u> Isabelle Ortiz-Cochet	Director	August 14, 2023
<u>/s/ Alexander H. Ware</u> Alexander H. Ware	Director	August 14, 2023
<u>/s/ Justin Borus</u> Justin Borus	Director	August 14, 2023

**BARFRESH FOOD GROUP INC.
2023 EQUITY INCENTIVE PLAN**

1. PURPOSE. The Barfresh Food Group Inc. 2023 Equity Incentive Plan has two complementary purposes: (a) to attract and retain outstanding individuals to serve as officers, Employees, Directors, and Consultants to the Company and its Affiliates, and (b) to increase stockholder value. The Plan will provide participants with incentives to increase stockholder value by offering the opportunity to acquire shares of the Company's Common Stock or receive monetary payments based on the value of such Common Stock, on the potentially favorable terms that this Plan provides.

2. EFFECTIVE DATE. The Plan shall become effective upon its adoption by the Board of Directors of the Company, subject to approval by the stockholders of the Company within twelve (12) months of the effective date. Any Awards granted under the Plan prior to such stockholder approval shall be conditioned on such approval.

3. DEFINITIONS. Capitalized terms used in this Plan have the following meanings:

(a) "Affiliate" means any entity that, directly or through one or more intermediaries, is controlled by, controls, or is under common control with, the Company within the meaning of Code Sections 414(b) or (c), provided that, in applying such provisions, the phrase "at least fifty percent (50%)" shall be used in place of "at least eighty percent (80%)" each place it appears therein; and provided further that for Options and Stock Appreciation Rights an "Affiliate" shall be an entity with respect to which the Common Stock will qualify as "service recipient stock" within the meaning of Section 409A.

(b) "Award" means a grant of Options (as defined in Section 3(s) hereof), Stock Appreciation Rights (as defined in Section 3(bb) hereof), Performance Share Awards (as defined in Section 3(v) hereof), Restricted Stock (as defined in Section 3(x) hereof), and/or Restricted Stock Units (as defined in Section 3(y) hereof).

(c) "Award Agreement" means a written agreement, contract, certificate or other instrument or document evidencing the terms and conditions of an individual Award granted under the Plan which may, in the discretion of the Company, be transmitted electronically to any Participant. Each Award Agreement shall be subject to the terms and conditions of the Plan.

(d) "Board" means the Board of Directors of the Company.

(e) "Cause" means:

(i) With respect to any Employee or Consultant, unless the applicable Award Agreement states otherwise: (A) If the Employee or Consultant is party to an employment or service agreement with the Company or its Affiliates and such agreement provides for definition of Cause, the definition contained therein; or (B) if no such agreement exists, or if such agreement does not define Cause: (1) the commission of, or plea of guilty or no contest to, a felony or a crime involving moral turpitude or the commission of any other act involving willful malfeasance or material fiduciary breach with respect to the Company or an Affiliate; (2) conduct that brings or is reasonably likely to bring the Company or an Affiliate negative publicity or into public disgrace, embarrassment, or disrepute; (3) gross negligence or willful misconduct with respect to the Company or an Affiliate; (4) material violation of state or federal securities laws; or (5) material violation of the Company's written policies or codes of conduct, including written policies related to discrimination, harassment, performance of illegal or unethical activities, and ethical misconduct.

(ii) With respect to any Director, unless the applicable Award Agreement states otherwise, a determination by a majority of the disinterested Board members that the Director has engaged in any of the following: (A) malfeasance in office; (B) gross misconduct or neglect; (C) false or fraudulent misrepresentation including the Director's appointment; (D) willful conversion of corporate funds; or (E) repeated failure to participate in Board meetings on a regular basis despite having received proper notice of the meetings in advance.

The Committee, in its absolute discretion, shall determine the effect of all matters and questions relating to whether a Participant has been discharged for Cause.

(f) “Change of Control” shall mean the occurrence of any one or more of the following:

(i) The sale, lease, transfer, conveyance or other disposition, in one or a series of related transactions, of substantially all of the assets of the Company to any person; or

(ii) Any person becomes the beneficial owner (except that a person shall be deemed to have beneficial ownership of all Shares that any such Person has the right to acquire, whether such right is exercisable immediately or only after the passage of time) directly or indirectly of more than fifty percent (50%) of the total voting power of the voting stock of the Company, including by way of merger, consolidation or otherwise; or

(iii) A change in the composition of the Board such that individuals who, as of the beginning of any period of twenty-four (24) months determined on a rolling basis (the “measurement date”), constitute the Board (the “Incumbent Board”) cease for any reason to constitute a majority of the Board; *provided, however, that* any individual who becomes a member of the Board subsequent to the measurement date, whose election, or nomination for election by the Company’s stockholders, was approved by a vote of a majority of those individuals then comprising the Incumbent Board shall be considered as though such individual were a member of the Incumbent Board; but, *provided further*, that any such individual whose initial assumption of Board membership occurs as a result of either an actual or threatened election contest with respect to the election or removal of Directors of the Board or other actual or threatened solicitation of proxies or consents by or on behalf of a person other than the Board shall not be so considered as a member of the Incumbent Board.

(iv) Notwithstanding the foregoing, (A) if any payment or benefit pursuant to an Award is “nonqualified deferred compensation” under Code Section 409A to which an exception to Code Section 409A does not apply, and the payment or benefit of such Award is triggered by a Change in Control, the events described above shall not constitute a Change in Control with respect to such nonqualified deferred compensation unless the event constitutes a change in ownership or effective control of the Company, or a change in the ownership of a substantial portion of the assets of the Company, as described in Code Section 409A; and (B) for the avoidance of doubt, a Change of Control shall not be deemed to have occurred as a result of a sale or other disposition of any Affiliate (or any Affiliate’s assets) by which a Participant may be employed.

(f) “Code” means the Internal Revenue Code of 1986, as amended. Any reference to a specific provision of the Code includes any successor provision and the regulations promulgated under such provision.

(g) “Committee” means the Compensation Committee of the Board (or a successor committee with similar authority) or if no such committee is named by the Board, then it shall mean the Board.

(h) “Common Stock” means the Common Stock of the Company, par value \$0.000001 per share, or any such other securities of the Company into which such common stock shall be changed by reason of a recapitalization, merger, consolidation, split-up, combination, exchange of shares, or similar transaction; provided, however, that such other securities shall, for Options and Stock Appreciation Rights, always constitute “service recipient stock” within the meaning of Code Section 409A.

(i) “Company” means Barfresh Food Group Inc., a Delaware corporation, or any successor thereto.

(j) “Consultant” means any individual or entity which performs bona fide services to the Company or an Affiliate, other than as an Employee or Director, and who may be offered securities registerable pursuant to a registration statement on Form S-8 under the Securities Act.

(k) “Continuous Service” means that the Participant’s service with the Company or an Affiliate, whether as an Employee, Consultant or Director, is not interrupted or terminated. The Participant’s Continuous Service shall not be deemed to have terminated merely because of a change in the capacity in which the Participant renders service to the Company or an Affiliate as an Employee, Consultant or Director or a change in the entity for which the Participant renders such service, *provided* that there is no interruption or termination of the Participant’s Continuous Service; *provided further that* if any Award is subject to Section 409A of the

Code, this sentence shall only be given effect to the extent consistent with Section 409A of the Code. For example, a change in status from an Employee of the Company to a Director of an Affiliate will not constitute an interruption of Continuous Service. The Committee or its delegate, in its sole discretion, may determine whether Continuous Service shall be considered interrupted in the case of any leave of absence approved by that party, including sick leave, military leave or any other personal or family leave of absence. The Committee or its delegate, in its sole discretion, may determine whether a Company transaction, such as a sale or spin-off of a division or subsidiary that employs a Participant, shall be deemed to result in a termination of Continuous Service for purposes of affected Awards, and such decision shall be final, conclusive and binding.

(l) “Director” means a member of the Board.

(m) “Disability” means, unless the applicable Award Agreement says otherwise, that the Participant is unable to engage in any substantial gainful activity by reason of any medically determinable physical or mental impairment; *provided, however*, for purposes of determining the term of an incentive stock option pursuant to Section 7(e) hereof, the term Disability shall have the meaning ascribed to it under Section 22(e)(3) of the Code. The determination of whether an individual has a Disability shall be determined under procedures established by the Committee. Except in situations where the Committee is determining Disability for purposes of the term of an incentive stock option pursuant to Section 7(e) hereof within the meaning of Section 22(e)(3) of the Code, the Committee may rely on any determination that a Participant is disabled for purposes of benefits under any long-term disability plan maintained by the Company or any Affiliate in which a Participant participates.

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(n) “Employee” means any person, including an officer or Director, employed by the Company or an Affiliate; *provided*, that for purposes of determining eligibility to receive Incentive Stock Options, an Employee shall mean an employee of the Company or a parent or subsidiary corporation within the meaning of Section 424 of the Code. Mere service as a Director or payment of a director’s fee by the Company or an Affiliate shall not be sufficient to constitute “employment” by the Company or an Affiliate.

(o) “Exchange Act” means the Securities Exchange Act of 1934, as amended from time to time. Any reference to a specific provision of the Exchange Act shall be deemed to include any successor provision thereto.

(p) “Fair Market Value” means, as of any date, the value of the Common Stock as determined below. If the Common Stock is listed on any established stock exchange or a national market system, including without limitation, the New York Stock Exchange or the Nasdaq Stock Market, the Fair Market Value shall be the closing price of a share of Common Stock (or if no sales were reported the closing price on the date immediately preceding such date) as quoted on such exchange or system on the day of determination, as reported in the *Wall Street Journal*. In the absence of an established market for the Common Stock, the Fair Market Value shall be determined in good faith by the Committee and such determination shall be conclusive and binding on all persons.

(q) “Good Reason” means, unless the applicable Award Agreement states otherwise:

(i) If an Employee or Consultant is a party to an employment or service agreement with the Company or its Affiliates and such agreement provides for a definition of Good Reason, the definition contained therein; or

(ii) If no such agreement exists or if such agreement does not define Good Reason, the occurrence of one or more of the following without the Participant’s express written consent, which circumstances are not remedied by the Company within thirty (30) days of its receipt of a written notice from the Participant describing the applicable circumstances (which notice must be provided by the Participant within ninety (90) days of the Participant’s knowledge of the applicable circumstances): (A) any material, adverse change in the Participant’s duties, responsibilities, authority, title, status or reporting structure; (B) a material reduction in the Participant’s base salary or bonus opportunity; or (C) a geographical relocation of the Participant’s principal office location by more than fifty (50) miles.

(r) “Issued Shares” means, collectively, all outstanding Shares issued pursuant to an Award and all Option Shares.

(s) “Option” means the right to purchase Shares at a stated price upon and during a specified time. “Options” may either be “incentive stock options” which meet the requirements of Code Section 422, or “nonqualified stock options” which do not meet the requirements of Code Section 422.

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(t) “Option Shares” mean outstanding Shares that were issued to a Participant upon the exercise of an Option.

(u) “Participant” means an officer or other Employee, Director or Consultant of the Company or its Affiliates, or an individual that the Company or an Affiliate has engaged to become an officer or Employee, or a Consultant who provides services to the Company or its Affiliates, including a non-employee Director of the Board, whom the Committee designates to receive an Award.

(v) “Performance Share Award” means the right to receive actual shares of Common Stock or share units to the extent the Company, Subsidiary, Affiliate or other business unit and/or Participant achieves certain goals that the Committee establishes over a period of time the Committee designates.

(w) “Plan” means this Barfresh Food Group Inc. 2023 Equity Incentive Plan, as amended from time to time.

(x) “Restricted Stock” means Shares that are subject to a risk of forfeiture and/or restrictions on transfer (including but not limited to stock grants with the recipient having the right to make an election under Section 83(b) of the Code), which may lapse upon the achievement or partial achievement of performance goals during a specified period and/or upon the completion of a period of service or upon the occurrence of other events, as determined by the Committee.

(y) “Restricted Stock Unit” means the right to receive a Share, or a cash payment, the amount of which is equal to the Fair Market Value of a Share, which is subject to a risk of forfeiture which may lapse upon the achievement or partial achievement of performance goals during a specified period and/or upon the completion of a period of service or upon the occurrence of other events, as determined by the Committee.

(z) “Securities Act” means the Securities Act of 1933, as amended, and the rules and regulations thereunder.

(aa) “Share” means a share of Common Stock.

(bb) “Stock Appreciation Right” or “SAR” means the right of a Participant to receive cash, and/or Shares with a Fair Market Value, equal to the excess of the Fair Market Value of a Share over the grant price.

(cc) “Subsidiary” means any corporation in an unbroken chain of corporations beginning with the Company if each of the corporations (other than the last corporation in the chain) owns stock possessing more than fifty percent (50%) of the total combined voting power of all classes of stock in one of the other corporations in the chain.

(dd) “10% Owner-Employee” means an employee who, at the time an incentive stock option is granted, owns (directly or indirectly, within the meaning of Code Section 424(d)) more than ten percent (10%) of the total combined voting power of all classes of stock of the Company or of any Subsidiary.

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4. ADMINISTRATION.

(a) *Committee Administration.* The Committee has full authority to administer this Plan, including the authority to (i) interpret the provisions of this Plan, (ii) prescribe, amend and rescind rules and regulations relating to this Plan, (iii) correct any defect, supply any omission, or reconcile any inconsistency in any Award or agreement covering an Award in the manner and to the extent it deems desirable to carry this Plan into effect, and (iv) make all other determinations necessary or advisable for the administration of this Plan. All actions or determinations of the Committee are made in its sole discretion and will be final and binding on any person with an interest therein. If at any time the Committee is not in existence, the Board shall administer the Plan and references to the Committee in the Plan shall mean the Board.

(b) *Delegation to Committees or Officers.* To the extent applicable law permits, the Board may delegate to another committee of the Board or to one or more officers of the Company, or the Committee may delegate to a sub-committee, any or all of the authority and responsibility of the Committee. If the Board or Committee has made such a delegation, then all references to the Committee in this Plan include such committee, sub-committee or one or more officers to the extent of such delegation.

(c) *No Liability.* No member of the Committee, and no individual or officer to whom a delegation under subsection (b) has been made, will be liable for any act done, or determination made, by the individual in good faith with respect to the Plan or any

Award. The Company will indemnify and hold harmless such individual to the maximum extent that the law and the Company's bylaws permit.

(d) *Non-Uniform Treatment.* The Committee's determinations under the Plan need not be uniform and may be made by it selectively among persons who are eligible to receive, or actually receive, Awards. Without limiting the generality of the foregoing, the Committee shall be entitled to make non-uniform and selective determinations, amendments and adjustments, and to enter into non-uniform and selective Award Agreements.

(e) *Acceleration of Exercisability and Vesting.* The Committee shall have the power to accelerate the time at which an Award may first be exercised or the time during which an Award or any part thereof will vest in accordance with the Plan, notwithstanding the provisions in the Award stating the time at which it may first be exercised or the time during which it will vest.

5. DISCRETIONARY GRANTS OF AWARDS. Subject to the terms of this Plan and applicable law, the Committee has full power and authority to: (a) designate from time to time the Participants to receive Awards under this Plan; (b) determine the type or types of Awards to be granted to each Participant; (c) determine the number of Shares with respect to which an Award relates; and (d) determine any terms and conditions of any Award including but not limited to permitting the delivery to the Company of Shares or the relinquishment of an appropriate number of vested Shares under an exercisable Option in satisfaction of part of all of the exercise price of, or withholding taxes with respect to, an Award or payment through a "net exercise" procedure established by the Company such that, without the payment of any funds, the Participant may exercise the Option and receive the net number of Shares. Method of payment, in the case of an incentive stock option, shall be determined at the time of grant. Awards may be granted either alone or in addition to, in tandem with, or in substitution for any other Award (or any other award granted under another plan of the Company or any Affiliate). The Committee's designation of a Participant in any year will not require the Committee to designate such person to receive an Award in any other year.

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6. SHARES RESERVED UNDER THIS PLAN.

(a) *Plan Reserve.* An aggregate of six hundred fifty thousand (650,000) Shares are reserved for issuance under this Plan, all of which may be issued as any form of Award.

(b) *Replenishment of Shares Under this Plan.* If an Award lapses, expires, terminates or is cancelled without the issuance of Shares or payment of cash under the Award, then the Shares subject to or reserved for in respect of such Award, or the Shares to which such Award relates, may again be used for new Awards as determined under subsection (a), including issuance pursuant to incentive stock options. If Shares are issued under any Award and the Company subsequently reacquires them pursuant to rights reserved upon the issuance of the Shares, then such Shares may be used for new Awards under this Plan as determined under subsection (a), but excluding issuance pursuant to incentive stock options. Notwithstanding anything to the contrary contained herein: Shares subject to an Award under the Plan shall not again be made available for issuance or delivery under the Plan if such Shares are (i) Shares tendered in payment of an Option, (ii) Shares delivered or withheld by the Company to satisfy any tax withholding obligation, or (iii) Shares covered by a stock-settled Stock Appreciation Right or other Awards that were not issued upon the settlement of the Award.

7. OPTIONS.

(a) *Determinations by Committee.* Subject to the terms of this Plan, the Committee will determine all terms and conditions of each Option, including but not limited to:

(i) Whether the Option is an incentive stock option or a nonqualified stock option; provided that in the case of an incentive stock option, if the aggregate Fair Market Value (determined at the time of grant) of the Shares with respect to which such option and all other incentive stock options issued under this Plan (and under all other incentive stock option plans of the Company or any Affiliate that is required to be included under Code Section 422) are first exercisable by the Participant during any calendar year exceeds \$100,000, such Option automatically shall be treated as a nonqualified stock option to the extent this limit is exceeded. Only employees of the Company or a Subsidiary are eligible to be granted incentive stock options;

(ii) The number of Shares subject to the Option;

(iii) The exercise price per Share, which may not be less than the Fair Market Value of a Share as determined on the date of grant; provided that an incentive stock option granted to a 10% Owner-Employee must have an exercise price that is at least one hundred ten percent (110%) of the Fair Market Value of a Share on the date of grant;

(iv) The terms and conditions of exercise; and

(v) The termination date, except that each Option must terminate no later than the tenth (10th) anniversary of the date of grant and each incentive stock option granted to any 10% Owner-Employee must terminate no later than the fifth (5th) anniversary of the date of grant.

In all other respects, the terms of any incentive stock option should comply with the provisions of Code Section 422 except to the extent the Committee determines otherwise.

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(b) *Termination of Continuous Service.* Unless otherwise provided in an Award Agreement or in an employment agreement the terms of which have been approved by the Committee, in the event an Option holder's Continuous Service terminates (other than upon the Option holder's death or Disability), the Option holder may exercise his/her Option (to the extent that the Option holder was entitled to exercise such Option as of the date of termination) but only within such period of time ending on the earlier of (i) the date three months following the termination of the Option holder's Continuous Service or (ii) the expiration of the term of the Option as set forth in the Award Agreement; *provided that*, if the termination of Continuous Service is by the Company for Cause, all outstanding Options (whether or not vested) shall immediately terminate and cease to be exercisable. If, after termination, the Option holder does not exercise his/her Option within the time specified in the Award Agreement, the Option shall terminate.

(c) *Disability of Option Holder.* Unless otherwise provided in an Award Agreement, in the event that an Option holder's Continuous Service terminates as a result of the Option holder's Disability, the Option holder may exercise his/her Option (to the extent that the Option holder was entitled to exercise such Option as of the date of termination), but only within such period of time ending on the earlier of (i) the date 12 months following such termination or (ii) the expiration of the term of the Option as set forth in the Award Agreement. If, after termination, the Option holder does not exercise his/her Option within the time specified herein or in the Award Agreement, the Option shall terminate.

(d) *Death of Option Holder.* Unless otherwise provided in an Award Agreement, in the event an Option holder's Continuous Service terminates as a result of the Option holder's death, then the Option may be exercised (to the extent the Option holder was entitled to exercise such Option as of the date of death) by the Option holder's estate, by a person who acquired the right to exercise the Option by bequest or inheritance or by a person designated to exercise the Option upon the Option holder's death, but only within the period ending on the earlier of (i) the date 12 months following the date of death or (ii) the expiration of the term of such Option as set forth in the Award Agreement. If, after the Option holder's death, the Option is not exercised within the time specified herein or in the Award Agreement, the Option shall terminate.

8. STOCK APPRECIATION RIGHTS. Subject to the terms of this Plan, the Committee will determine all terms and conditions of each SAR, including but not limited to:

(a) The number of Shares to which the SAR relates;

(b) The grant price, provided that the grant price shall not be less than the Fair Market Value of the Shares subject to the SAR as determined on the date of grant;

(c) The terms and conditions of exercise or maturity;

(d) The term, provided that an SAR must terminate no later than the tenth (10th) anniversary of the date of grant; and

(e) Whether the SAR will be settled in cash, Shares or a combination thereof.

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9. PERFORMANCE SHARE AWARDS. Subject to the terms of this Plan, the Committee will determine all terms and conditions of each Performance Share Award, including but not limited to:

- (a) The number of Shares or stock-denominated units to which the Performance Share Award relates;
- (b) The terms and conditions of each Award, including, without limitation, the selection of the performance goals that must be achieved for the Participant to realize all or a portion of the benefit provided under the Award; and
- (c) Whether all or a portion of the Shares subject to the Award will be issued to the Participant, without regard to whether the performance goals have been attained, in the event of the Participant's death, Disability, retirement or other circumstance.

10. RESTRICTED STOCK AND RESTRICTED STOCK UNIT AWARDS. Subject to the terms of this Plan, the Committee will determine all terms and conditions of each award of Restricted Stock or Restricted Stock Units, including but not limited to:

- (a) The number of Shares or Restricted Stock Units to which such Award relates;
- (b) The period of time over which, and/or the criteria or conditions that must be satisfied so that, the risk of forfeiture and/or restrictions on transfer imposed on the Restricted Stock or Restricted Stock Units will lapse;
- (c) Whether all or a portion of the Restricted Shares or Restricted Stock Units will be released from a right of repurchase and/or be paid to the Participant in the event of the Participant's death, Disability, retirement or other circumstance;
- (d) With respect to awards of Restricted Stock, the manner of registration of certificates for such Shares, and whether to hold such Shares in escrow pending lapse of the risk of forfeiture, right of repurchase and/or restrictions on transfer or to issue such Shares with an appropriate legend referring to such restrictions;
- (e) With respect to awards of Restricted Stock, whether dividends paid with respect to such Shares will be immediately paid or held in escrow or otherwise deferred and whether such dividends shall be subject to the same terms and conditions as the Award to which they relate; and
- (f) With respect to awards of Restricted Stock Units, whether to credit dividend equivalent units equal to the amount of dividends paid on a Share and whether such dividend equivalent units shall be subject to the same terms and conditions as the Award to which they relate.

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11. TRANSFERABILITY. Except as set forth in Section 15 hereof, each award granted under this plan is not transferable other than by will or the laws of descent and distribution, or to a revocable trust, or as permitted by Rule 701 of the Securities Act.

12. TERMINATION AND AMENDMENT.

(a) *Term.* Subject to the right of the Board or Committee to terminate the Plan earlier pursuant to Section 12(b), the Plan shall terminate on, and no Awards may be granted after the tenth (10th) anniversary of the Plan's effective date.

(b) *Termination and Amendment.* The Board or Committee may amend, alter, suspend, discontinue or terminate this Plan at any time, provided that:

(i) the Board must approve any amendment of this Plan to the extent the Company determines such approval is required by: (a) action of the Board, (b) applicable corporate law, or (c) any other applicable law or rule of a self-regulatory organization;

(ii) stockholders must approve any of the following Plan amendments: (a) an amendment to materially increase any number of Shares specified in Section 6(a) (except as permitted by Section 14(a)) or expand the class of individuals eligible to receive an Award to the extent required by the Code, the Company's bylaws or any other applicable law, (b) any other amendment if required by applicable law or the rules of any self-regulatory organization, or (c) an amendment that would diminish the protections afforded by Section 12(e); *provided*, that such stockholder approval may be obtained within 12 months of the approval of such amendment by the Board or Committee.

(c) *Amendment, Modification or Cancellation of Awards.* Except as provided in subsection (e) and subject to the restrictions of this Plan, the Committee may modify or amend an Award or waive any restrictions or conditions applicable to an Award (including relating to the exercise, vesting or payment thereof), and the Committee may modify the terms and conditions applicable to any Award (including the terms of the Plan), and the Committee may cancel any Award, provided that the Participant (or any other person as may then have an interest in such Award as a result of the Participant's death or the transfer of an Award) must consent in writing if any such action would adversely affect the rights of the Participant (or other interested party) under such Award. Notwithstanding the foregoing, the Committee need not obtain Participant (or other interested party) consent for the amendment, modification or cancellation of an Award pursuant to the provisions of Section 14(a), or the amendment or modification of an Award to the extent deemed necessary to comply with any applicable law, the listing requirements of any principal securities exchange or market on which the Shares are then traded, or to preserve favorable accounting treatment of any Award for the Company.

(d) *Survival of Committee Authority and Awards.* Notwithstanding the foregoing, the authority of the Committee to administer this Plan and modify or amend an Award, and the authority of the Board or Committee to amend this Plan, shall extend beyond the date of this Plan's termination. In addition, termination of this Plan will not affect the rights of Participants with respect to Awards previously granted to them, and all unexpired Awards will continue in full force and effect after termination of this Plan except as they may lapse or be terminated by their own terms and conditions.

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(e) *Repricing Prohibited.* Notwithstanding anything in this Plan to the contrary, neither the Committee nor any other person may decrease the exercise price of any Option or the grant price of any SAR nor take any action that would result in a deemed decrease of the exercise price or grant price of an Option or SAR under Code Section 409A, after the date of grant, except in accordance with Section 1.409A-1(b)(5)(v)(D) of the Treasury Regulations (26 C.F.R.), or in connection with a transaction which is considered the grant of a new Option or SAR for purposes of Section 409A of the Code, provided that the new exercise price or grant price is not less than the Fair Market Value of a Share on the new grant date.

(f) *Foreign Participation.* To assure the viability of Awards granted to Participants employed or residing in foreign countries, the Committee may provide for such special terms as it may consider necessary or appropriate to accommodate differences in local law, tax policy or custom. Moreover, the Committee may approve such supplements to, or amendments, restatements or alternative versions of this Plan as it determines is necessary or appropriate for such purposes. Any such amendment, restatement or alternative versions that the Committee approves for purposes of using this Plan in a foreign country will not affect the terms of this Plan for any other country.

13. TAXES.

(a) *Withholding.* In the event the Company or any Affiliate is required to withhold any foreign, Federal, state or local taxes or other amounts in respect of any income recognized by a Participant as a result of the grant, vesting, payment or settlement of an Award or disposition of any Shares acquired under an Award, the Company may deduct (or require an Affiliate to deduct) from any payments of any kind otherwise due the Participant cash, or with the consent of the Committee, Shares otherwise deliverable or vesting under an Award, to satisfy such tax obligations. Alternatively, the Company may require such Participant to pay to the Company, in cash, promptly on demand, or make other arrangements satisfactory to the Company regarding the payment to the Company of the aggregate amount of any such taxes and other amounts required to be withheld. If Shares are deliverable upon exercise or payment of an Award, the Committee may permit a Participant to satisfy all or a portion of the foreign, Federal, state and local withholding tax obligations arising in connection with such Award by electing to (a) have the Company withhold Shares otherwise issuable under the Award, (b) tender back Shares received in connection with such Award, or (c) deliver other previously owned Shares. If an election is provided, the election must be made on or before the date as of which the amount of tax to be withheld is determined and otherwise as the Company requires. In any case, the Company may defer making payment or delivery under any Award if any such tax may be pending unless and until indemnified to its satisfaction.

(b) *No Guarantee of Tax Treatment.* Notwithstanding any provisions of the Plan, the Company does not guarantee to any Participant or any other person with an interest in an Award that any Award intended to be exempt from Code Section 409A shall be so exempt, nor that any Award intended to comply with Code Section 409A shall so comply, nor that any Award designated as an incentive stock option within the meaning of Code Section 422 qualifies as such, and neither the Company nor any Affiliate shall indemnify, defend or hold harmless any individual with respect to the tax consequences of any such failure.

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14. ADJUSTMENT PROVISIONS: CHANGE OF CONTROL.

(a) *Adjustment Upon Changes in Shares.* In the event of changes in the outstanding Common Stock or in the capital structure of the Company by reason of any stock or extraordinary cash dividend, stock split, reverse stock split, an extraordinary corporate transaction such as any recapitalization, reorganization, merger, consolidation, combination, exchange, or other relevant change in capitalization occurring after the grant date of any Award, Awards granted under the Plan and any Award Agreements, the exercise price of Option and Stock Appreciation Rights, the performance goals to which Performance Share Awards are subject, the maximum number of shares of Common Stock subject to all Awards stated in Section 6 will be equitably adjusted or substituted, as to the number, price or kind of a share of Common Stock or other consideration subject to such Awards to the extent necessary to preserve the economic intent of such Award. In the case of adjustments made pursuant to this Section 14(a), unless the Committee specifically determines that such adjustment is in the best interests of the Company or its Affiliates, the Committee shall, in the case of incentive stock options, ensure that any adjustments under this Section 14(a) will not constitute a modification, extension or renewal of the incentive stock options within the meaning of Section 424(h)(3) of the Code and in the case of non-qualified stock options, ensure that any adjustments under this Section 14(a) will not constitute a modification of such non-qualified stock options within the meaning of Section 409A of the Code. Any adjustments made under this Section 14(a) shall be made in a manner which does not adversely affect the exemption provided pursuant to Rule 16b-3 under the Exchange Act. The Company shall give each Participant notice of an adjustment hereunder and, upon notice, such adjustment shall be conclusive and binding for all purposes.

(b) *Change in Control where Awards not Assumed, Continued or Substituted.* Upon the occurrence of a Change in Control, and except with respect to any Awards assumed by the surviving entity, continued by the continuing entity or otherwise equitably converted or substituted in connection with the Change in Control in a manner approved by the Committee or the Board: (i) outstanding Options, SARs, and other Awards in the nature of rights that may be exercised shall become fully exercisable, (ii) time-based vesting restrictions on outstanding Awards shall lapse, and (iii) the target payout opportunities attainable under all outstanding Performance Share Award shall be deemed to have been fully earned as of the date of the Change in Control based upon an assumed achievement of all relevant performance goals at the “target” level as provided in the applicable Award Agreement and, subject to compliance with Code Section 409A, there shall be a pro rata payout to Participants within thirty (30) days following the date of the Change in Control based upon the length of time within the performance period that has elapsed prior to the date of the Change in Control. Any Awards shall thereafter continue or lapse in accordance with the other provisions of the Plan and the Award Agreement. To the extent that this provision causes incentive stock options to exceed the dollar limitation set forth in Code Section 422, the excess Options shall be non-qualified stock options.

(c) *Change in Control where Awards Assumed, Continued or Substituted.* With respect to Awards assumed by the surviving entity, continued by the continuing entity or otherwise equitably converted or substituted in connection with a Change in Control: if within two (2) years after the effective date of the Change in Control, a Participant’s employment is terminated without Cause or the Participant resigns for Good Reason, then (i) all of that Participant’s outstanding Options, SARs and other Awards in the nature of rights that may be exercised shall become fully exercisable, (ii) all time-based vesting restrictions on his/her outstanding Awards shall lapse, and (iii) the payout opportunities attainable under all of such Participant’s outstanding Performance Share Awards shall be earned based on actual performance through the end of the performance period, and there shall be a pro rata payout to the Participant within thirty (30) days after the amount earned has been determined based upon the length of time within the performance period that has elapsed prior to the date of termination. To the extent that this provision cause incentive stock options to exceed the dollar limitation set forth in Code Section 422, the excess Options shall be non-qualified stock options.

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(d) *Termination, Amendment and Modification of Change in Control Provisions.* Notwithstanding any other provision of this Plan or any Award Agreement provision to the contrary, the provisions of this Section 14 may not be terminated, amended, or modified on or after the date of a Change in Control to affect adversely any Award granted under the Plan prior to the Change in Control without the prior written consent of the Participant to whom the Award was made; except that no action shall be permitted under this Section 14 that would impermissibly accelerate or postpone payment of an Award subject to Code Section 409A.

(e) *Parachute Payment Limitation.*

(i) Except as may be set forth in a written agreement by and between the Company and the holder of an Award, in the event that the Company’s auditors determine that any payment or transfer by the Company under the Plan to or for the benefit of a Participant (a “Payment”) would be nondeductible by the Company for federal income tax purposes

because of the provisions concerning “excess parachute payments” in Code Section 280G, then the aggregate present value of all Payments shall be reduced (but not below zero) to the Reduced Amount (defined herein). For purposes of this Section 14(d), the “Reduced Amount” shall be the amount, expressed as a present value, which maximizes the aggregate present value of the Payments without causing any Payment to be nondeductible by the Company because of Code Section 280G.

(ii) If the Company’s auditors determine that any Payment would be nondeductible by the Company because of Code Section 280G, then the Company shall promptly give the Participant notice to that effect and a copy of the detailed calculation thereof and of the Reduced Amount, and the Participant may then elect, in his or her sole discretion, which and how much of the Payments shall be eliminated or reduced (as long as after such election the aggregate present value of the Payments equals the Reduced Amount) and shall advise the Company in writing of his or her election within ten (10) days of receipt of notice. If no such election is made by the Participant within such ten (10) day period, then the Company may elect which and how much of the Payments shall be eliminated or reduced (as long as after such election the aggregate present value of the Payments equals the Reduced Amount) and shall notify the Participant promptly of such election. For purposes of this Section 14(d), present value shall be determined in accordance with Code Section 280G(d)(4). All determinations made by the Company’s auditors under this Section 14(d) shall be binding upon the Company and the Participant and shall be made within sixty (60) days of the date when a Payment becomes payable or transferable. As promptly as practicable following such determination and the elections hereunder, the Company shall pay or transfer to or for the benefit of the Participant such amounts as are then due to him or her under the Plan and shall promptly pay or transfer to or for the benefit of the Participant in the future such amounts as become due to him or her under the Plan.

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(iii) Except to the extent such payment was made in connection with a Change of Control, as a result of uncertainty in the application of Code Section 280G at the time of an initial determination by the Company’s auditors hereunder, it is possible that Payments will have been made by the Company that should not have been made (an “Overpayment”) or that additional Payments that will not have been made by the Company could have been made (an “Underpayment”), consistent in each case with the calculation of the Reduced Amount hereunder. In the event that the Company’s auditors, based upon the assertion of a deficiency by the Internal Revenue Service against the Company or the Participant that the auditors believe has a high probability of success, determine that an Overpayment has been made, such Overpayment shall be treated for all purposes as a loan to the Participant which he or she shall repay to the Company, together with interest at the applicable federal rate provided in Code Section 7872(f)(2); provided, however, that no amount shall be payable by the Participant to the Company if and to the extent that such payment would not reduce the amount subject to taxation under Code Section 4999. In the event that the auditors determine that an Underpayment has occurred, such Underpayment shall promptly be paid or transferred by the Company to or for the benefit of the Participant, together with interest at the applicable federal rate provided in Code Section 7872(f)(2).

(iv) For purposes of this Section 14(d), the term “Company” shall include affiliated corporations to the extent determined by the auditors in accordance with Code Section 280G(d)(5).

15. STOCK TRANSFER RESTRICTIONS.

(a) *Restrictions on Transfer.* Except for designations of Beneficiaries by Participants or as otherwise provided otherwise in an Award Agreement, Awards and Shares that have not been issued or as to which any applicable restriction, performance or deferral period has not lapsed, may not be sold, assigned, transferred, pledged, alienated, attached, or otherwise encumbered (and any such purported sale, assignment, transfer, pledge, alienation, attachment or other encumbrance shall be void and unenforceable against the Company or any Affiliate), other than by will or the laws of descent and distribution, and such Award may be exercised during the life of the Participant only by the Participant or the Participant’s legal guardian or legal representative; provided, however, that the Committee may (but shall not be required to) permit other transfers (other than transfers for value) where the Committee concludes that such transferability is otherwise appropriate and desirable, taking into account any factors deemed relevant by the Committee, including without limitation, state or federal tax or securities laws applicable to transferable Awards. In addition to the foregoing, a Participant is prohibited from transferring Options to a third party financial institution without approval of the Company’s stockholders.

(b) *Adjustments for Changes in Capital Structure.* If, as a result of any reorganization, recapitalization, reclassification, stock dividend, stock split, reverse stock split or other similar change in the outstanding Shares of the Company, the outstanding Shares are increased or decreased or are exchanged for a different number or kind of shares of the Company’s stock, the restrictions contained

in this Section 15 shall apply with equal force to additional and/or substitute securities, if any, received by Participant in exchange for, or by virtue of his or her ownership of, Issued Shares.

16. **MISCELLANEOUS.**

(a) *Other Terms and Conditions.* The grant of any Award under this Plan may also be subject to other provisions (whether or not applicable to the Award awarded to any other Participant) as the Committee determines appropriate, subject to any limitations imposed in the Plan.

(b) *Code Section 409A.* The Plan is intended to comply with Section 409A of the Code to the extent subject thereto, and, accordingly, to the maximum extent permitted, the Plan shall be interpreted and administered to be in compliance therewith. Any payments described in the Plan that are due within the “short-term deferral period” as defined in Section 409A of the Code shall not be treated as deferred compensation unless applicable laws require otherwise. Notwithstanding anything to the contrary in the Plan, to the extent required to avoid accelerated taxation and tax penalties under Section 409A of the Code, amounts that would otherwise be payable and benefits that would otherwise be provided pursuant to the Plan during the six (6) month period immediately following the Participant’s termination of Continuous Service shall instead be paid on the first payroll date after the six-month anniversary of the Participant’s separation from service (or the Participant’s death, if earlier). Notwithstanding the foregoing, neither the Company nor the Committee shall have any obligation to take any action to prevent the assessment of any additional tax or penalty on any Participant under Section 409A of the Code and neither the Company nor the Committee will have any liability to any Participant for such tax or penalty.

(c) *Employment or Service.* The issuance of an Award shall not confer upon a Participant any right with respect to continued employment or service with the Company or any Affiliate, or the right to continue as a consultant or director. Unless determined otherwise by the Committee, for purposes of the Plan and all Awards, the following rules shall apply:

(i) a Participant who transfers employment between the Company and any Affiliate, or between Affiliates, will not be considered to have terminated employment;

(ii) a Participant who ceases to be a consultant, advisor or non-employee director because he or she becomes an employee of the Company or an Affiliate shall not be considered to have ceased service with respect to any Award until such Participant’s termination of employment with the Company and its Affiliates;

(iii) a Participant who ceases to be employed by the Company or an Affiliate of the Company and immediately thereafter becomes a non-employee director of the Company or any Affiliate, or a consultant to the Company or any Affiliate, shall not be considered to have terminated employment until such Participant’s service as a director of, or consultant to, the Company and its Affiliates has ceased; and

(iv) a Participant employed by an Affiliate will be considered to have terminated employment when such entity ceases to be an Affiliate of the Company.

Notwithstanding the foregoing, with respect to an Award subject to Code Section 409A, a Participant shall be considered to have terminated employment (where termination of employment triggers payment of the Award) upon the date of his separation from service within the meaning of Code Section 409A.

(d) *Section 16.* It is the intent of the Company that the Plan satisfy, and be interpreted in a manner that satisfies, the applicable requirements of Rule 16b-3 as promulgated under Section 16 of the Exchange Act so that Participants will be entitled to the benefit of Rule 16b-3, or any other rule promulgated under the Exchange Act, and will not be subject to short-swing profit liability under Section 16 of the Exchange Act. Accordingly, if the operation of any provision of the Plan would conflict with the intent expressed in this Section 16(d), such provision to the extent possible shall be interpreted and/or deemed amended so as to avoid such conflict.

(e) *No Fractional Shares.* No fractional Shares or other securities may be issued or delivered pursuant to this Plan, and the Committee may determine whether cash, other securities or other property will be paid or transferred in lieu of any fractional

Shares or other securities, or whether such fractional Shares or other securities or any rights to fractional Shares or other securities will be canceled, terminated or otherwise eliminated.

(f) *Unfunded Plan.* This Plan is unfunded and does not create, and should not be construed to create, a trust or separate fund with respect to this Plan's benefits. This Plan does not establish any fiduciary relationship between the Company and any Participant. To the extent any person holds any rights by virtue of an Award granted under this Plan, such rights are no greater than the rights of the Company's general unsecured creditors.

(g) *Requirements of Law.* The granting of Awards under this Plan and the issuance of Shares in connection with an Award are subject to all applicable laws, rules and regulations and to such approvals by any governmental agencies or national securities exchanges as may be required. Notwithstanding any other provision of this Plan or any award agreement, the Company has no liability to deliver any Shares under this Plan or make any payment unless such delivery or payment would comply with all applicable laws and the applicable requirements of any securities exchange or similar entity. In such event, the Company may substitute cash for any Share(s) otherwise deliverable hereunder without the consent of the Participant or any other person.

(h) *Governing Law.* This Plan, and all agreements under this Plan, shall be construed in accordance with and governed by the laws of the State of Delaware, without reference to any conflict of law principles. Any legal action or proceeding with respect to this Plan, any Award or any award agreement, or for recognition and enforcement of any judgment in respect of this Plan, any Award or any award agreement, may only be brought and determined in a court sitting in the State of California, County of Los Angeles.

(i) *Limitations on Actions.* Any legal action or proceeding with respect to this Plan, any Award or any Award agreement, must be brought within one year (365 days) after the day the complaining party first knew or should have known of the events giving rise to the complaint.

(j) *Construction.* Whenever any words are used herein in the masculine, they shall be construed as though they were used in the feminine in all cases where they would so apply; and wherever any words are used in the singular or plural, they shall be construed as though they were used in the plural or singular, as the case may be, in all cases where they would so apply. Titles of sections are for general information only, and the Plan is not to be construed with reference to such titles.

(k) *Severability.* If any provision of this Plan or any award agreement or any Award (i) is or becomes or is deemed to be invalid, illegal or unenforceable in any jurisdiction, or as to any person or Award, or (ii) would disqualify this Plan, any award agreement or any Award, then such provision should be construed or deemed amended to conform to applicable laws, or if it cannot be so construed or deemed amended without, in the determination of the Committee, materially altering the intent of this Plan, award agreement or Award, then such provision should be stricken as to such jurisdiction, person or Award, and the remainder of this Plan, such award agreement and such Award will remain in full force and effect.

[End of Document]

Barfresh Food Group Inc. 2023 Equity Incentive Plan – page 16

CERTIFICATION

On behalf of the Company, the undersigned hereby certifies that this Barfresh Food Group Inc. 2023 Equity Incentive Plan has been approved by the Board of Directors of the Company on March 15, 2023 and by the stockholders of the Company on June 13, 2023.

BARFRESH FOOD GROUP INC.

By: /s/ Riccardo Delle Coste

Name: Riccardo Delle Coste

Title: Chief Executive Officer

Barfresh Food Group Inc. 2023 Equity Incentive Plan – page 17

Barfresh Food Group, Inc.
Incentive Stock Option Agreement
Granted Under 2023 Equity Incentive Plan

1. Grant of Option.

This agreement (the “Agreement”) evidences the grant by Barfresh Food Group, Inc., a Delaware corporation (the “Company”), on _____ (the “**Grant Date**”) to _____, an _____ of the Company (the “**Participant**”), of an option (the “**Option**”) to purchase, in whole or in part, on the terms provided herein and in the Company’s 2023 Equity Incentive Plan (the “**Plan**”), a total of _____ shares (the “**Shares**”) of common stock of the Company (“**Common Stock**”) at \$_____ per Share. Unless earlier terminated, this option shall expire at 5:00 p.m., Eastern Time, on the 8th anniversary of the Grant Date (the “**Final Exercise Date**”).

It is intended that the Option evidenced by this Agreement shall be an incentive stock option as defined in Section 422 of the Internal Revenue Code of 1986, as amended, and any regulations promulgated thereunder (the “**Code**”). However, to the extent that the aggregate fair market value of stock with respect to which incentive stock options, including the Option, are exercisable for the first time by the Participant during any calendar year, exceeds \$100,000, such options shall be treated as not qualifying under Code Section 422, but rather shall be treated as non-qualified stock options to the extent required by Code Section 422. Further, if for any reason this Option (or portion thereof) will not qualify as an incentive stock option, then, to the extent of such non-qualification, such Option (or portion thereof) shall be regarded as a non-qualified stock option granted under the Plan. In no event will the Company or any of its employees or directors have any liability to Participant (or any other person) due to the failure of the Option to qualify for any reason as an incentive stock option. Except as otherwise indicated by the context, the term “**Participant**”, as used in this Agreement, shall be deemed to include any person who acquires the right to exercise this option validly under its terms.

If any term(s) of this Agreement contradicts any term(s) set forth in an effective employment agreement between the Company or one of its wholly owned subsidiaries and Participant, the term(s) of the employment agreement shall control.

In order to obtain the tax treatment provided for incentive stock options by Section 422 of the Code, the Shares received upon exercising any incentive stock options received pursuant to this Agreement must be sold, if at all, after a date which is the later of two (2) years from the date of this Agreement or one (1) year from the date upon which the Option is exercised. The Participant agrees to report sales of Shares prior to the above determined date (a “**Disqualifying Disposition**”) to the Company within five (5) business days after such sale is concluded. The Participant also agrees to pay to the Company, within ten (10) business days after such sale is concluded, the amount necessary for the Company to satisfy its withholding requirement required by the Code in the manner specified in Section 13 of the Plan. Nothing herein is intended as a representation that the Shares may be sold without registration under state and federal securities laws or an exemption therefrom or that such registration or exemption will be available at any specified time. The Participant understands and agrees that in the event Participant ceases to be an employee of the Company, but remains a service provider, that Participant shall be solely responsible for the taxes due upon exercise of the Option and that the Company is not required to withhold any amounts upon exercise of this Option by Participant in order to satisfy Participant’s obligations under the Code.

2. Vesting Schedule.

_____ (____) of the Options will vest on _____, and the remaining _____ (____) of the Options shall vest on the three-year anniversary of your Grant Date.

The right of exercise shall be cumulative so that to the extent the Option is not exercised in any period to the maximum extent permissible it shall continue to be exercisable, in whole or in part, with respect to all Shares for which it is vested until the earlier of the Final Exercise Date or as provided in Section 3 hereof or in the Plan.

3. Exercise of Option.

(a) (i) Manner of Exercise. Each election to exercise the Option shall be in writing, in substantially the form of Notice of Election to Exercise attached hereto as Exhibit A (the “**Exercise Notice**”), signed by the Participant, and received by the Company at

its principal office, accompanied by this Agreement, and payment in full in the manner provided herein. The Participant may purchase less than the number of Shares covered hereby, provided that no partial exercise of the Option may be for any fractional share.

(ii) Manner of Payment. Payment of the exercise price may be made in cash, by certified or cashier's check or on a cashless basis. The Participant may exercise the Option, in whole or in part, on a cashless basis determined by the following formula:

$$\frac{X=Y*(A-B)}{A}$$

Where X = the number of Shares to be issued to the Participant.

Y = the number of exercised Shares.

A = the Fair Value (as defined below) of one Share (determined at the date of delivery of the Exercise Notice).

B = the Exercise Price (as adjusted to the date of such calculation).

(iii) For the purposes of Section 3(a)(ii), Fair Value per share of Common Stock shall mean the average Closing Price (as defined below) per share of Common Stock on the five (5) trading days immediately preceding the date on which the Notice of Exercise is received by the Company. Closing Price means, for any date, the price determined by the first of the following clauses that applies: (a) if the Common Stock is then listed or quoted on a national securities exchange, the closing price per share of the Common Stock for such date (or the nearest preceding date) on the primary eligible market or exchange on which the Common Stock is then listed or quoted; or (b) if prices for the Common Stock are then quoted on a securities market that is not a national securities exchange, the closing bid price per share of the Common Stock for such date (or the nearest preceding date) so quoted. If the Common Stock is not publicly traded as set forth above, the Fair Value per share of Common Stock shall be reasonably and in good faith determined by the Board of Directors of the Company as of the date which the Notice of Exercise is received by the Company.

(b) Continuous Relationship with the Company Required. Except as otherwise provided in this Section 3, the Option may not be exercised unless the Participant, at the time he or she exercises the Option, is, and has been at all times since the Grant Date, an employee of the Company or any parent or subsidiary of the Company as defined in Section 424(e) or (f) of the Code (an "**Eligible Participant**").

(c) Termination of Relationship with the Company. If the Participant ceases to be an Eligible Participant for any reason, then, except as provided in paragraphs (d) through (g) below or pursuant to a separate employment agreement between the Company or one of its wholly owned subsidiaries and Participant, the right to exercise the Option shall terminate upon such cessation (but in no event after the Final Exercise Date); *provided* that the Option shall be exercisable only to the extent that the Participant was entitled to exercise the Option on the date of such cessation.

Unless otherwise provided by the Board of Directors of the Company or pursuant to a separate employment agreement between the Company or one of its wholly owned subsidiaries and Participant, all of the Options that have not yet vested as of the date the Participant ceases to be an Eligible Participant shall terminate immediately upon such cessation for any reason whatsoever, including, termination for cause, termination without cause, disability and death.

(d) Termination for Cause. Notwithstanding anything herein contained to the contrary, the Option shall terminate upon the date of the first discovery by the Company of any reason for the termination of the Participant as an Eligible Participant for cause (as determined in the sole discretion of the Board of Directors of the Company). If the Participant's status as an Eligible Participant is suspended pending any investigation by the Company as to whether the Participant should be terminated for cause, the Participant's rights under this Agreement and the Plan shall likewise be suspended during the period of any such investigation.

(e) Exercise Period Upon Disability. If the Participant becomes disabled (within the meaning of Section 22(e)(3) of the Code) prior to the Final Exercise Date while he or she is an Eligible Participant, the Option shall be exercisable, only to the extent that the Participant was entitled to exercise the Option on the date of such disability, within the period of one year following the date of disability of the Participant, by the Participant, *provided* that the Option shall not be exercisable after the Final Exercise Date.

(f) Exercise Period Upon Death. If the Participant dies prior to the Final Exercise Date while he or she is an Eligible Participant, the Option shall be exercisable, only to the extent that the Participant was entitled to exercise the Option on the date of death, within the period of one year following the date of death of the Participant, by the person(s) to whom the Participant's rights under the Option shall pass by the Participant's will or by the laws of descent and distribution, *provided* that the Option shall not be exercisable after the Final Exercise Date.

(g) Termination Without Cause. If the Participant is terminated without "cause", the Option shall be exercisable, only to the extent that the Participant was entitled to exercise the Option on the date of such termination, within the period of three months following the date of termination of the Participant, by the Participant, *provided* that the Option shall not be exercisable after the Final Exercise Date.

4. Tax Matters.

(a) Withholding. No Shares will be issued pursuant to the exercise of the Option unless and until the Participant pays to the Company, or makes provision satisfactory to the Company for payment of, any federal, state or local withholding taxes required by law to be withheld in respect of the Option. Regardless of any action the Company or the Participant take with respect to any or all income tax (including federal, state, local and foreign tax), social insurance, payroll tax, payment on account or other tax-related items related to the Participant's participation in the Plan and legally applicable to the Participant ("***Tax-Related Items***"), the Participant acknowledges that the ultimate liability for all Tax-Related Items is and remains the Participant's responsibility and may exceed the amount actually withheld by the Company.

5. Transfer Restrictions.

(a) The Option may not be sold, assigned, transferred, pledged or otherwise encumbered by the Participant, either voluntarily or by operation of law, except by will or the laws of descent and distribution, and, during the lifetime of the Participant, the Option shall be exercisable only by the Participant.

(b) The issuance and transfer of Shares shall be subject to compliance by the Company and the Participant with all applicable requirements of federal, state, local or foreign securities laws and with all applicable requirements of any stock exchange or trading market on which the Shares may be listed at the time of such issuance or transfer.

6. Nature of the Grant.

By entering into this Agreement and accepting the grant of the Option evidenced hereby, the Participant acknowledges that: (i) the Plan is established voluntarily by the Company, it is discretionary in nature and it may be modified, amended, suspended or terminated by the Company at any time unless otherwise provided in the Plan and this Agreement; (ii) the grant of the Option is voluntary and occasional and does not create any contractual or other right to receive future grants of options, or benefits in lieu of options; (iii) all decisions with respect to future grants, if any, will be at the sole discretion of the Company; (iv) the Participant's participation in the Plan shall not create a right to further employment with the Company and shall not interfere with the ability of the Company to terminate the Participant's employment relationship at any time; (v) the Participant's participation in the Plan is voluntary; (vi) the future value of the underlying Shares is unknown and cannot be predicted with certainty, and if the Participant exercises the Option and obtains Shares, the value of those Shares may increase or decrease in value, even below the exercise price; and (vii) if the underlying Shares do not increase in value, the Option will have no value.

7. 409A Disclaimer.

This Agreement shall be interpreted in accordance with, and incorporate the terms and conditions required by, Section 409A of the Code. The Company reserves the right, to the extent the Company deems necessary or advisable in its sole discretion, to unilaterally amend or modify this Agreement or adopt other policies and procedures (including amendments, policies and procedures with retroactive effect), or take any other actions, as the Company determines are necessary or appropriate to ensure that the Option qualifies for exemption from, or complies with the requirements of, Code Section 409A; provided, however, that the Company makes no representation that the Option will be exempt from, or will comply with, Section 409A of the Code, and makes no undertakings to preclude Section 409A of the Code from applying to the Option or to ensure that it complies with Section 409A of the Code. For the avoidance of doubt, the Participant hereby acknowledges and agrees that the Company will have no liability to the Participant or any other

party if the grant, vesting, exercise, issuance of shares or any other transaction under this Agreement is not exempt from, or compliant with, Code Section 409A, or for any action taken by the Company with respect thereto.

8. Additional Terms.

The Company reserves the right to impose other requirements on the Participant's participation in the Plan, to the extent the Company determines it is necessary or advisable in order to comply with local law or facilitate the administration of the Plan, and to require the Participant to sign any additional agreements or undertakings that may be necessary to accomplish the foregoing.

9. Investment Intent.

By accepting the Option, the Participant represents and agrees that none of the Shares of Common Stock purchased upon exercise of the Option will be distributed in violation of applicable federal and state laws and regulations. In addition, the Company may require, as a condition of exercising the Option, that the Participant execute an undertaking, in such a form as the Company shall reasonably specify, that the Shares are being purchased only for investment and without any then-present intention to sell or distribute such shares.

10. Adjustments for Stock Splits, Stock Dividends, Etc.

(a) In the case of any recapitalization, reclassification, consolidation, stock split, stock dividend, subdivision or combination of shares or like change in the nature of the Common Stock covered by this Agreement, the number of Options and exercise price shall be proportionately adjusted.

(b) The existence of the Options shall not affect in any way the right or power of the Company or its shareholders to make or authorize any adjustments, recapitalizations, reorganizations, or other changes in the Company's capital structure or its business, or any merger or consolidation of the Company, or any issue of bonds, debentures, preferred or preference stocks ahead of or affecting the shares issuable upon exercise of the Options, or the dissolution or liquidation of the Company, or any sale or transfer of all or any part of its assets or business, or any other corporate act or proceeding, whether of a similar character or otherwise.

11. Professional Advice.

The acceptance of the Option, exercise of the Option, and the sale of Common Stock issued following the exercise of Option may have consequences under federal and state tax and securities laws which may vary depending upon the individual circumstances of the Participant. Accordingly, the Participant acknowledges that he or she has been advised to consult his or her personal legal and tax advisor in connection with this Agreement and his or her dealings with respect to the Options. Without limiting other matters to be considered with the assistance of the Participant's professional advisors, the Participant should consider: (a) whether upon the exercise of the Options, the Participant will file an election with the Internal Revenue Service pursuant to Section 83(b) of the Code and the implications of alternative minimum tax pursuant to the Code; (b) the merits and risks of an investment in the underlying Shares of Common Stock; and (c) any resale restrictions that might apply under applicable securities laws.

12. Provisions of the Plan.

The terms of the Options are subject to the provisions of the Plan, as the same may from time to time be amended, and any inconsistencies between this Agreement and the Plan, as the same may be from time to time amended, shall be governed by the provisions of the Plan, a copy of which has been delivered to the Participant, and which is available for inspection at the principal offices of the Company.

13. Miscellaneous.

(a) Disputes. Any dispute or disagreement that may arise under or as a result of this Agreement, or any question as to the interpretation of this Agreement, may be determined by the Company's Board of Directors in its absolute and uncontrolled discretion, and any such determination shall be final, binding, and conclusive on all affected persons.

(b) Notices. Any notice that a party may be required or permitted to give to the other shall be in writing, and may be delivered personally, by overnight courier or by certified or registered mail, postage prepaid, addressed to the parties at their current principal addresses, or such other address as either party, by notice to the other, may designate in writing from time to time.

(c) Law Governing. This Agreement shall be governed by and construed in accordance with the laws of the State of California, without reference to the principles thereof relating to the conflict of laws.

(d) Agreement Binding. This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the parties hereto.

(e) Further Action. The parties hereto shall execute and deliver all documents, provide all information and take or forbear from all such action as may be necessary or appropriate to achieve the purposes of the Agreement.

(f) Parties of Interest. Nothing herein shall be construed to be to the benefit of any third party, nor is it intended that any provision shall be for the benefit of any third party.

(g) Savings Clause. If any provision of this Agreement, or the application of such provision to any person or circumstance, shall be held invalid, the remainder of this Agreement, or the application of such provision to persons or circumstances other than those as to which it is held invalid, shall not be affected thereby.

[signature page follows]

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IN WITNESS WHEREOF, the Company has caused this Incentive Stock Option Agreement to be executed under its corporate seal by its duly authorized officer. This Agreement shall take effect as a sealed instrument.

Barfresh Food Group, Inc.

By: _____
Name: _____
Title: _____

PARTICIPANT'S ACCEPTANCE

The undersigned hereby accepts the foregoing Option and agrees to the terms and conditions thereof. The undersigned hereby acknowledges receipt of a copy of Barfresh Food Group, Inc.'s 2023 Equity Incentive Plan.

PARTICIPANT:

Name: _____
Address: _____

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EXHIBIT A

Notice of Election to Exercise

Barfresh Food Group, Inc.

3600 Wilshire Boulevard, Suite 1720

Los Angeles, CA 90010

This Notice of Election to Exercise shall constitute proper notice pursuant to Barfresh Food Group, Inc.'s (the "**Company**") 2023 Equity Incentive Plan (the "**Plan**") and Section 3(a)(i) of that certain Incentive Stock Option Agreement (the "**Agreement**") dated as of _____, between the Company and the undersigned.

The undersigned hereby elects to exercise Participant's option to purchase [_____] shares of common stock of the Company at a price of US\$[_____] per share, for aggregate consideration of US\$[_____] , on the terms and conditions set forth in the Agreement and the Plan.

Payment is to be made as follows:

- ☐ Cash
- ☐ Bank or Certified Check
- ☐ Cashless Exercise Pursuant to Section 3(a)(ii) of this Agreement

The Optionee hereby directs the Company to issue, register and deliver the certificates representing the shares as follows:

Registration Information:

Delivery Instructions:

(Name to appear on certificates)

Address: _____

Name

Address: _____

Telephone Number: _____

DATED at _____, the _____ day of _____, 20_____.

(Name of Optionee – Please type or print)

(Signature and, if applicable, Title)

(Address of Optionee)

(City, State and Zip Code of Optionee)

Barfresh Food Group, Inc.
Non-Qualified Stock Option Agreement
Granted Under 2023 Equity Incentive Plan

1. Grant of Option.

This agreement (the “Agreement”) evidences the grant by Barfresh Food Group, Inc., a Delaware corporation (the “Company”), on _____ (the “**Grant Date**”) to _____, a _____ of the Company (the “**Participant**”), of an option (the “**Option**”) to purchase, in whole or in part, on the terms provided herein and in the Company’s 2023 Equity Incentive Plan (the “**Plan**”), a total of _____ shares (the “**Shares**”) of common stock of the Company (“**Common Stock**”) at \$_____ per Share. Unless earlier terminated, this option shall expire at 5:00 p.m., Eastern Time, on the 8th anniversary of the Grant Date (the “**Final Exercise Date**”).

It is intended that the Option evidenced by this Agreement shall be a non-qualified stock option granted under the Plan. Except as otherwise indicated by the context, the term “**Participant**”, as used in this Agreement, shall be deemed to include any person who acquires the right to exercise this option validly under its terms.

If any term(s) of this Agreement contradicts any term(s) set forth in an effective consulting or engagement agreement between the Company or one of its wholly owned subsidiaries and Participant, the term(s) of the consulting/engagement agreement shall control.

Nothing herein is intended as a representation that the Shares may be sold without registration under state and federal securities laws or an exemption therefrom or that such registration or exemption will be available at any specified time. The Participant understands and agrees that so long as Participant remains a service provider to the Company, Participant shall be solely responsible for the taxes due upon exercise of the Option and that the Company is not required to withhold any amounts upon exercise of this Option by Participant in order to satisfy Participant’s obligations under the Internal Revenue Code (the “**Code**”).

2. Vesting Schedule.

_____ (____%) of the options will vest on _____, and _____ (____%) of the options will vest on _____.

The right of exercise shall be cumulative so that to the extent the Option is not exercised in any period to the maximum extent permissible it shall continue to be exercisable, in whole or in part, with respect to all Shares for which it is vested until the earlier of the Final Exercise Date or as provided in Section 3 hereof or in the Plan.

3. Exercise of Option.

(a) (i) Manner of Exercise. Each election to exercise the Option shall be in writing, in substantially the form of Notice of Election to Exercise attached hereto as Exhibit A (the “**Exercise Notice**”), signed by the Participant, and received by the Company at its principal office, accompanied by this Agreement, and payment in full in the manner provided herein. The Participant may purchase less than the number of Shares covered hereby, provided that no partial exercise of the Option may be for any fractional share.

(ii) Manner of Payment. Payment of the exercise price may be made in cash, by certified or cashier’s check or on a cashless basis. The Participant may exercise the Option, in whole or in part, on a cashless basis determined by the following formula:

$$\frac{X=Y*(A-B)}{A}$$

Where X = the number of Shares to be issued to the Participant.

Y = the number of exercised Shares.

A = the Fair Value (as defined below) of one Share (determined at the date of delivery of the Exercise Notice).

B = the Exercise Price (as adjusted to the date of such calculation).

(iii) For the purposes of Section 3(a)(ii), Fair Value per share of Common Stock shall mean the average Closing Price (as defined below) per share of Common Stock on the five (5) trading days immediately preceding the date on which the Notice of Exercise is received by the Company. Closing Price means, for any date, the price determined by the first of the following clauses that applies: (a) if the Common Stock is then listed or quoted on a national securities exchange, the closing price per share of the Common Stock for such date (or the nearest preceding date) on the primary eligible market or exchange on which the Common Stock is then listed or quoted; or (b) if prices for the Common Stock are then quoted on a securities market that is not a national securities exchange, the closing bid price per share of the Common Stock for such date (or the nearest preceding date) so quoted. If the Common Stock is not publicly traded as set forth above, the Fair Value per share of Common Stock shall be reasonably and in good faith determined by the Board of Directors of the Company as of the date which the Notice of Exercise is received by the Company.

(b) Continuous Relationship with the Company Required. Except as otherwise provided in this Section 3, the Option may not be exercised unless the Participant, at the time he or she exercises the Option, is, and has been at all times since the Grant Date, an employee, consultant or director of the Company or any parent or subsidiary of the Company as defined in Section 424(e) or (f) of the Code (an “**Eligible Participant**”).

(c) Termination of Relationship with the Company. If the Participant ceases to be an Eligible Participant for any reason, then, except as provided in paragraphs (d) through (g) below or pursuant to a separate consulting/engagement agreement between the Company or one of its wholly owned subsidiaries and Participant, the right to exercise the Option shall terminate upon such cessation (but in no event after the Final Exercise Date); *provided* that the Option shall be exercisable only to the extent that the Participant was entitled to exercise the Option on the date of such cessation.

Unless otherwise provided by the Board of Directors of the Company or pursuant to a separate consulting/engagement agreement between the Company or one of its wholly owned subsidiaries and Participant, all of the Options that have not yet vested as of the date the Participant ceases to be an Eligible Participant shall terminate immediately upon such cessation for any reason whatsoever, including, termination for cause, termination without cause, disability and death.

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(d) Termination for Cause. Notwithstanding anything herein contained to the contrary, the Option shall terminate upon the date of the first discovery by the Company of any reason for the termination of the Participant as an Eligible Participant for cause (as determined in the sole discretion of the Board of Directors of the Company). If the Participant’s status as an Eligible Participant is suspended pending any investigation by the Company as to whether the Participant should be terminated for cause, the Participant’s rights under this Agreement and the Plan shall likewise be suspended during the period of any such investigation.

(e) Exercise Period Upon Disability. If the Participant becomes disabled (within the meaning of Section 22(e)(3) of the Code) prior to the Final Exercise Date while he or she is an Eligible Participant, the Option shall be exercisable, only to the extent that the Participant was entitled to exercise the Option on the date of such disability, within the period of one year following the date of disability of the Participant, by the Participant, *provided* that the Option shall not be exercisable after the Final Exercise Date.

(f) Exercise Period Upon Death. If the Participant dies prior to the Final Exercise Date while he or she is an Eligible Participant, the Option shall be exercisable, only to the extent that the Participant was entitled to exercise the Option on the date of death, within the period of one year following the date of death of the Participant, by the person(s) to whom the Participant’s rights under the Option shall pass by the Participant’s will or by the laws of descent and distribution, *provided* that the Option shall not be exercisable after the Final Exercise Date.

(g) Termination Without Cause. If the Participant is terminated without “cause”, the Option shall be exercisable, only to the extent that the Participant was entitled to exercise the Option on the date of such termination, within the period of three months following the date of termination of the Participant, by the Participant, *provided* that the Option shall not be exercisable after the Final Exercise Date.

4. Tax Matters.

(a) Withholding. No Shares will be issued pursuant to the exercise of the Option unless and until the Participant pays to the Company, or makes provision satisfactory to the Company for payment of, any federal, state or local withholding taxes required by law to be withheld in respect of the Option. Regardless of any action the Company or the Participant take with respect to any or all income tax (including federal, state, local and foreign tax), social insurance, payroll tax, payment on account or other tax-related items related to the Participant's participation in the Plan and legally applicable to the Participant ("***Tax-Related Items***"), the Participant acknowledges that the ultimate liability for all Tax-Related Items is and remains the Participant's responsibility and may exceed the amount actually withheld by the Company.

5. Transfer Restrictions.

(a) The Option may not be sold, assigned, transferred, pledged or otherwise encumbered by the Participant, either voluntarily or by operation of law, except by will or the laws of descent and distribution, and, during the lifetime of the Participant, the Option shall be exercisable only by the Participant.

(b) The issuance and transfer of Shares shall be subject to compliance by the Company and the Participant with all applicable requirements of federal, state, local or foreign securities laws and with all applicable requirements of any stock exchange or trading market on which the Shares may be listed at the time of such issuance or transfer.

6. Nature of the Grant.

By entering into this Agreement and accepting the grant of the Option evidenced hereby, the Participant acknowledges that: (i) the Plan is established voluntarily by the Company, it is discretionary in nature and it may be modified, amended, suspended or terminated by the Company at any time unless otherwise provided in the Plan and this Agreement; (ii) the grant of the Option is voluntary and occasional and does not create any contractual or other right to receive future grants of options, or benefits in lieu of options; (iii) all decisions with respect to future grants, if any, will be at the sole discretion of the Company; (iv) the Participant's participation in the Plan shall not create a right to further engagement with the Company and shall not interfere with the ability of the Company to terminate the Participant's consulting/engagement relationship at any time; (v) the Participant's participation in the Plan is voluntary; (vi) the future value of the underlying Shares is unknown and cannot be predicted with certainty, and if the Participant exercises the Option and obtains Shares, the value of those Shares may increase or decrease in value, even below the exercise price; and (vii) if the underlying Shares do not increase in value, the Option will have no value.

7. 409A Disclaimer.

This Agreement shall be interpreted in accordance with, and incorporate the terms and conditions required by, Section 409A of the Code. The Company reserves the right, to the extent the Company deems necessary or advisable in its sole discretion, to unilaterally amend or modify this Agreement or adopt other policies and procedures (including amendments, policies and procedures with retroactive effect), or take any other actions, as the Company determines are necessary or appropriate to ensure that the Option qualifies for exemption from, or complies with the requirements of, Code Section 409A; *provided, however*, that the Company makes no representation that the Option will be exempt from, or will comply with, Section 409A of the Code, and makes no undertakings to preclude Section 409A of the Code from applying to the Option or to ensure that it complies with Section 409A of the Code. For the avoidance of doubt, the Participant hereby acknowledges and agrees that the Company will have no liability to the Participant or any other party if the grant, vesting, exercise, issuance of shares or any other transaction under this Agreement is not exempt from, or compliant with, Code Section 409A, or for any action taken by the Company with respect thereto.

8. Additional Terms.

The Company reserves the right to impose other requirements on the Participant's participation in the Plan, to the extent the Company determines it is necessary or advisable in order to comply with local law or facilitate the administration of the Plan, and to require the Participant to sign any additional agreements or undertakings that may be necessary to accomplish the foregoing.

9. Investment Intent.

By accepting the Option, the Participant represents and agrees that none of the Shares of Common Stock purchased upon exercise of the Option will be distributed in violation of applicable federal and state laws and regulations. In addition, the Company may require, as a condition of exercising the Option, that the Participant execute an undertaking, in such a form as the Company shall reasonably specify, that the Shares are being purchased only for investment and without any then-present intention to sell or distribute such shares.

10. Adjustments for Stock Splits, Stock Dividends, Etc.

(a) In the case of any recapitalization, reclassification, consolidation, stock split, stock dividend, subdivision or combination of shares or like change in the nature of the Common Stock covered by this Agreement, the number of Options and exercise price shall be proportionately adjusted.

(b) The existence of the Options shall not affect in any way the right or power of the Company or its shareholders to make or authorize any adjustments, recapitalizations, reorganizations, or other changes in the Company's capital structure or its business, or any merger or consolidation of the Company, or any issue of bonds, debentures, preferred or preference stocks ahead of or affecting the shares issuable upon exercise of the Options, or the dissolution or liquidation of the Company, or any sale or transfer of all or any part of its assets or business, or any other corporate act or proceeding, whether of a similar character or otherwise.

11. Professional Advice.

The acceptance of the Option, exercise of the Option, and the sale of Common Stock issued following the exercise of Option may have consequences under federal and state tax and securities laws which may vary depending upon the individual circumstances of the Participant. Accordingly, the Participant acknowledges that he or she has been advised to consult his or her personal legal and tax advisor in connection with this Agreement and his or her dealings with respect to the Options. Without limiting other matters to be considered with the assistance of the Participant's professional advisors, the Participant should consider: (a) whether upon the exercise of the Options, the Participant will file an election with the Internal Revenue Service pursuant to Section 83(b) of the Code and the implications of alternative minimum tax pursuant to the Code; (b) the merits and risks of an investment in the underlying Shares of Common Stock; and (c) any resale restrictions that might apply under applicable securities laws.

12. Provisions of the Plan.

The terms of the Options are subject to the provisions of the Plan, as the same may from time to time be amended, and any inconsistencies between this Agreement and the Plan, as the same may be from time to time amended, shall be governed by the provisions of the Plan, a copy of which has been delivered to the Participant, and which is available for inspection at the principal offices of the Company.

13. Miscellaneous.

(a) Disputes. Any dispute or disagreement that may arise under or as a result of this Agreement, or any question as to the interpretation of this Agreement, may be determined by the Company's Board of Directors in its absolute and uncontrolled discretion, and any such determination shall be final, binding, and conclusive on all affected persons.

(b) Notices. Any notice that a party may be required or permitted to give to the other shall be in writing, and may be delivered personally, by overnight courier or by certified or registered mail, postage prepaid, addressed to the parties at their current principal addresses, or such other address as either party, by notice to the other, may designate in writing from time to time.

(c) Law Governing. This Agreement shall be governed by and construed in accordance with the laws of the State of California, without reference to the principles thereof relating to the conflict of laws.

(d) Agreement Binding. This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the parties hereto.

(e) Further Action. The parties hereto shall execute and deliver all documents, provide all information and take or forbear from all such action as may be necessary or appropriate to achieve the purposes of the Agreement.

(f) Parties of Interest. Nothing herein shall be construed to be to the benefit of any third party, nor is it intended that any provision shall be for the benefit of any third party.

(g) Savings Clause. If any provision of this Agreement, or the application of such provision to any person or circumstance, shall be held invalid, the remainder of this Agreement, or the application of such provision to persons or circumstances other than those as to which it is held invalid, shall not be affected thereby.

[signature page follows]

5

IN WITNESS WHEREOF, the Company has caused this Non-Qualified Stock Option Agreement to be executed under its corporate seal by its duly authorized officer. This Agreement shall take effect as a sealed instrument.

Barfresh Food Group, Inc.

By: _____
Name: _____
Title: _____

PARTICIPANT'S ACCEPTANCE

The undersigned hereby accepts the foregoing Option and agrees to the terms and conditions thereof. The undersigned hereby acknowledges receipt of a copy of Barfresh Food Group, Inc.'s 2023 Equity Incentive Plan.

PARTICIPANT:

Name: _____
Address: _____

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EXHIBIT A

Notice of Election to Exercise

Barfresh Food Group, Inc.

3600 Wilshire Boulevard, Suite 1720

Beverly Hills, CA 90010

This Notice of Election to Exercise shall constitute proper notice pursuant to Barfresh Food Group, Inc.'s (the "**Company**") 2023 Equity Incentive Plan (the "**Plan**") and Section 3(a)(i) of that certain Non-Qualified Stock Option Agreement (the "**Agreement**") dated as of _____, between the Company and the undersigned.

The undersigned hereby elects to exercise Participant's option to purchase [_____] shares of common stock of the Company at a price of US\$[_____] per share, for aggregate consideration of US\$[_____] , on the terms and conditions set forth in the Agreement and the Plan.

Payment is to be made as follows:

- ☐ Cash
- ☐ Bank or Certified Check
- ☐ Cashless Exercise Pursuant to Section 3(a)(ii) of this Agreement

The Optionee hereby directs the Company to issue, register and deliver the certificates representing the shares as follows:

Registration Information:

Delivery Instructions:

 (Name to appear on certificates)
 Address: _____

 Name
 Address: _____

Telephone Number: _____

DATED at _____, the _____ day of _____, 20____.

 (Name of Optionee – Please type or print)

 (Signature and, if applicable, Title)

 (Address of Optionee)

 (City, State and Zip Code of Optionee)

BARFRESH FOOD GROUP INC.

RESTRICTED STOCK UNIT AGREEMENT

This Restricted Stock Unit Agreement (this “**Agreement**”) is made and entered into as of _____ (the “**Grant Date**”) by and between BARFRESH FOOD GROUP INC., a Delaware corporation (the “**Company**”) and Cameron Barker (the “**Grantee**”).

WHEREAS, the Company has adopted the 2023 Equity Incentive (the “**Plan**”) pursuant to which awards of Restricted Stock Units may be granted; and

WHEREAS, the Committee has determined that it is in the best interests of the Company and its shareholders to grant the award of Restricted Stock Units provided for herein.

NOW, THEREFORE, the parties hereto, intending to be legally bound, agree as follows:

1. Grant of Restricted Stock Units.

1.1 Pursuant to Section 10 of the Plan, the Company hereby issues to the Grantee on the Grant Date an Award consisting of, in the aggregate, _____ Restricted Stock Units (the “**Restricted Stock Units**”). Each Restricted Stock Unit represents the right to receive one share of Common Stock, subject to the terms and conditions set forth in this Agreement and the Plan. Capitalized terms that are used but not defined herein have the meaning ascribed to them in the Plan.

2. Consideration. The grant of the Restricted Stock Units is made in consideration of the services to be rendered by the Grantee to the Company.

3. Vesting.

Except as otherwise provided herein, provided that the Grantee remains in Continuous Service through the applicable vesting date, and further provided that any additional conditions and performance goals set forth in Schedule I have been satisfied, the Restricted Stock Units will vest in accordance with the following schedule (the period during which restrictions apply, the “**Restricted Period**”):

Vesting Date	Number of Restricted Stock Units That Vest
_____	_____ %

Once vested, the Restricted Stock Units become “**Vested Units**.”

3.1 The foregoing vesting schedule notwithstanding, if the Grantee’s Continuous Service terminates for any reason at any time before all of his or her Restricted Stock Units have vested, the Grantee’s unvested Restricted Stock Units shall be automatically forfeited upon such termination of Continuous Service and neither the Company nor any Affiliate shall have any further obligations to the Grantee under this Agreement.

4. Restrictions. Subject to any exceptions set forth in this Agreement or the Plan, during the Restricted Period and until such time as the Restricted Stock Units are settled in accordance with Section 6, the Restricted Stock Units or the rights relating thereto may not be assigned, alienated, pledged, attached, sold or otherwise transferred or encumbered by the Grantee. Any attempt to assign, alienate, pledge, attach, sell or otherwise transfer or encumber the Restricted Stock Units or the rights relating thereto shall be wholly ineffective and, if any such attempt is made, the Restricted Stock Units will be forfeited by the Grantee and all of the Grantee’s rights to such units shall immediately terminate without any payment or consideration by the Company.

5. Rights as Shareholder; Dividend Equivalents.

5.1 The Grantee shall not have any rights of a shareholder with respect to the shares of Common Stock underlying the Restricted Stock Units unless and until the Restricted Stock Units vest and are settled by the issuance of such shares of Common Stock.

5.2 Upon and following the settlement of the Restricted Stock Units, the Grantee shall be the record owner of the shares of Common Stock underlying the Restricted Stock Units unless and until such shares are sold or otherwise disposed of, and as record owner shall be entitled to all rights of a shareholder of the Company (including voting rights).

5.3 The Grantee shall not be entitled to any Dividend Equivalents with respect to the Restricted Stock Units to reflect any dividends payable on shares of Common Stock.

6. Settlement of Restricted Stock Units.

6.1 Subject to Section 9 hereof, promptly following the vesting date, and in any event no later than March 15 of the calendar year following the calendar year in which such vesting occurs, the Company shall (a) issue and deliver to the Grantee the number of shares of Common Stock equal to the number of Vested Units; and (b) enter the Grantee's name on the books of the Company as the shareholder of record with respect to the shares of Common Stock delivered to the Grantee.

6.2 If the Grantee is deemed a "specified employee" within the meaning of Section 409A of the Code, as determined by the Committee, at a time when the Grantee becomes eligible for settlement of the RSUs upon his "separation from service" within the meaning of Section 409A of the Code, then to the extent necessary to prevent any accelerated or additional tax under Section 409A of the Code, such settlement will be delayed until the earlier of: (a) the date that is six months following the Grantee's separation from service and (b) the Grantee's death.

6.3 To the extent that the Grantee does not vest in any Restricted Stock Units, all interest in such Restricted Stock Units shall be forfeited. The Grantee has no right or interest in any Restricted Stock Units that are forfeited.

7. No Right to Continued Service. Neither the Plan nor this Agreement shall confer upon the Grantee any right to be retained in any position, as an Employee, Consultant or Director of the Company. Further, nothing in the Plan or this Agreement shall be construed to limit the discretion of the Company to terminate the Grantee's Continuous Service at any time, with or without Cause.

8. Adjustments. If any change is made to the outstanding Common Stock or the capital structure of the Company, if required, the Restricted Stock Units shall be adjusted or terminated in any manner as contemplated by Section 14 of the Plan.

9. Tax Liability and Withholding.

9.1 The Grantee shall be required to pay to the Company, and the Company shall have the right to deduct from any compensation paid to the Grantee pursuant to the Plan, the amount of any required withholding taxes in respect of the Restricted Stock Units and to take all such other action as the Committee deems necessary to satisfy all obligations for the payment of such withholding taxes. The Committee may permit the Grantee to satisfy any federal, state or local tax withholding obligation by any of the following means, or by a combination of such means:

(a) tendering a cash payment.

(b) authorizing the Company to withhold shares of Common Stock from the shares of Common Stock otherwise issuable or deliverable to the Grantee as a result of the vesting of the Restricted Stock Units; provided, however, that no shares of Common Stock shall be withheld with a value exceeding the maximum amount of tax required to be withheld by law.

(c) delivering to the Company previously owned and unencumbered shares of Common Stock.

9.2 Notwithstanding any action the Company takes with respect to any or all income tax, social insurance, payroll tax, or other tax-related withholding ("***Tax-Related Items***"), the ultimate liability for all Tax-Related Items is and remains the Grantee's responsibility and the Company (a) makes no representation or undertakings regarding the treatment of any Tax-Related Items in

connection with the grant, vesting or settlement of the Restricted Stock Units or the subsequent sale of any shares; and (b) does not commit to structure the Restricted Stock Units to reduce or eliminate the Grantee's liability for Tax-Related Items.

10. Compliance with Law. The issuance and transfer of shares of Common Stock shall be subject to compliance by the Company and the Grantee with all applicable requirements of federal and state securities laws and with all applicable requirements of any stock exchange on which the Company's shares of Common Stock may be listed. No shares of Common Stock shall be issued or transferred unless and until any then applicable requirements of state and federal laws and regulatory agencies have been fully complied with to the satisfaction of the Company and its counsel.

11. Notices. Any notice required to be delivered to the Company under this Agreement shall be in writing and addressed to the Chief Financial Officer of the Company at the Company's principal corporate offices. Any notice required to be delivered to the Grantee under this Agreement shall be in writing and addressed to the Grantee at the Grantee's address as shown in the records of the Company. Either party may designate another address in writing (or by such other method approved by the Company) from time to time.

12. Governing Law. This Agreement will be construed and interpreted in accordance with the laws of the State of Delaware without regard to conflict of law principles.

13. Interpretation. Any dispute regarding the interpretation of this Agreement shall be submitted by the Grantee or the Company to the Committee for review. The resolution of such dispute by the Committee shall be final and binding on the Grantee and the Company.

14. Restricted Stock Units Subject to Plan. This Agreement is subject to the Plan as approved by the Company's shareholders. The terms and provisions of the Plan as it may be amended from time to time are hereby incorporated herein by reference. In the event of a conflict between any term or provision contained herein and a term or provision of the Plan, the applicable terms and provisions of the Plan will govern and prevail.

15. Successors and Assigns. The Company may assign any of its rights under this Agreement. This Agreement will be binding upon and inure to the benefit of the successors and assigns of the Company. Subject to the restrictions on transfer set forth herein, this Agreement will be binding upon the Grantee and the Grantee's beneficiaries, executors, administrators and the person(s) to whom the Restricted Stock Units may be transferred by will or the laws of descent or distribution.

16. Severability. The invalidity or unenforceability of any provision of the Plan or this Agreement shall not affect the validity or enforceability of any other provision of the Plan or this Agreement, and each provision of the Plan and this Agreement shall be severable and enforceable to the extent permitted by law.

17. Discretionary Nature of Plan. The Plan is discretionary and may be amended, cancelled or terminated by the Company at any time, in its discretion. The grant of the Restricted Stock Units in this Agreement does not create any contractual right or other right to receive any Restricted Stock Units or other Awards in the future. Future Awards, if any, will be at the sole discretion of the Company. Any amendment, modification, or termination of the Plan shall not constitute a change or impairment of the terms and conditions of the Grantee's employment with the Company.

18. Amendment. The Committee has the right to amend, alter, suspend, discontinue or cancel the Restricted Stock Units, prospectively or retroactively; provided, that, no such amendment shall adversely affect the Grantee's material rights under this Agreement without the Grantee's consent.

19. Section 409A. This Agreement is intended to comply with Section 409A of the Code or an exemption thereunder and shall be construed and interpreted in a manner that is consistent with the requirements for avoiding additional taxes or penalties under Section 409A of the Code. Notwithstanding the foregoing, the Company makes no representations that the payments and benefits provided under this Agreement comply with Section 409A of the Code and in no event shall the Company be liable for all or any portion of any taxes, penalties, interest or other expenses that may be incurred by the Grantee on account of non-compliance with Section 409A of the Code.

20. No Impact on Other Benefits. The value of the Grantee's Restricted Stock Units is not part of his or her normal or expected compensation for purposes of calculating any severance, retirement, welfare, insurance or similar employee benefit.

21. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original but all of which together will constitute one and the same instrument. Counterpart signature pages to this Agreement transmitted by facsimile

transmission, by electronic mail in portable document format (.pdf), or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, will have the same effect as physical delivery of the paper document bearing an original signature.

22. Acceptance. The Grantee hereby acknowledges receipt of a copy of the Plan and this Agreement. The Grantee has read and understands the terms and provisions thereof, and accepts the Restricted Stock Units subject to all of the terms and conditions of the Plan and this Agreement. The Grantee acknowledges that there may be adverse tax consequences upon the vesting or settlement of the Restricted Stock Units or disposition of the underlying shares and that the Grantee has been advised to consult a tax advisor prior to such vesting, settlement or disposition.

[SIGNATURE PAGE FOLLOWS]

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

BARRESH FOOD GROUP INC.

By: _____
Name: _____
Title: _____

By: _____
Name: _____



7979 E. Tufts Avenue, Ste. 1750, Denver, CO 80237
Phone: 720.306.1001 • E-Mail: info@doidacrow.com • Web: www.doidacrow.com

August 14, 2023

Barfresh Food Group Inc.
3600 Wilshire Boulevard, Suite 1720
Los Angeles, California 90010

Re: Registration Statement on Form S-8

Ladies and Gentlemen:

This opinion is furnished to you in connection with the Registration Statement on Form S-8 (the "Registration Statement") to be filed by Barfresh Food Group Inc., a Delaware corporation (the "Company"), with the Securities and Exchange Commission (the "Commission") on or about the date hereof, covering the registration under the Securities Act of 1933, as amended, of an aggregate of 650,000 shares (the "Shares") of the Company's common stock, par value \$0.000001 per share ("Common Stock"), consisting of (i) 569,873 shares of Common Stock reserved for future issuance under the Company's 2023 Equity Incentive Plan, and (ii) 80,127 shares of Common Stock that may be issued pursuant to the vesting of restricted stock units granted under the Company's 2023 Equity Incentive Plan (collectively, the "Shares"). As the Company's legal counsel, we have reviewed the actions proposed to be taken by the Company in connection with the issuance and sale of the Shares to be issued under such plan.

We have examined such instruments, documents, certificates and records, and such questions of law, as we have considered necessary or appropriate for the basis of our opinions hereinafter expressed. In such examination, we have assumed (i) the authenticity of original documents and the genuineness of all signatures; (ii) the conformity to the originals of all documents submitted to us as copies; (iii) the truth, accuracy and completeness of the information, representations and warranties contained in the instruments, documents, certificates and records we have reviewed; (iv) that the Registration Statement, and any amendments thereto, will have become effective under the Securities Act; and (v) the legal capacity and competency of all natural persons. As to any facts material to the opinions expressed herein that were not independently established or verified, we have relied upon oral or written statements and representations of officers and other representatives of the Company.

Based upon the foregoing, and subject to the qualifications set forth below, it is our opinion that the Shares, when issued and sold in the manner referred to in the applicable Plan and pursuant to the applicable agreements that accompany the Plans, will be legally and validly issued, fully paid and nonassessable.

We express no opinion as to any matter relating to the laws of any jurisdiction other than the federal laws of the United States of America and the General Corporation Law of the State of Delaware.

We consent to the use of this opinion as an exhibit to the Registration Statement, and further consent to the use of our name wherever appearing in the Registration Statement and any amendments thereto. In giving such consent, we do not thereby admit that we are in the category of persons whose consent is required under Section 7 of the Securities Act or the rules and regulations of the Commission thereunder.

Very truly yours,

/s/ Doida Crow Legal LLC

DOIDA CROW LEGAL LLC

CONSENT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

We have issued our report dated March 2, 2023, with respect to the consolidated financial statements of Barfresh Food Group Inc. included in the Annual Report on Form 10-K for the year ended December 31, 2022, which is incorporated by reference in this Registration Statement. We consent to the incorporation by reference of the aforementioned report in this Registration Statement.

/s/ EIDE BAILLEY LLP

Denver, Colorado
August 14, 2023

Calculation of Filing Fee Tables

FORM S-8
(Form Type)Barfresh Food Group Inc.
(Exact Name of Registrant as Specified in its Charter)

Table 1: Newly Registered Securities

Security Type	Security Class Title	Fee Calculation or Carry Forward Rule	Amount Registered ⁽¹⁾	Maximum Offering Price Per Share	Maximum Aggregate Offering Price	Fee Rate	Amount of Registration Fee
Equity	Common Stock, par value \$0.000001 per share	Rules 457(c) and (h)	650,000 ⁽²⁾	\$ 1.94 ⁽³⁾	\$ 1,261,878	110.20 per \$1,000,000	\$ 139.06
Total Offering Amounts					\$ 1,261,878		\$ 139.06
Total Fee Offsets							—
Net Fee Due							\$ 139.06

Pursuant to Rule 416(a) of the Securities Act of 1933, as amended (the “**Securities Act**”), this registration statement (the “**Registration Statement**”) shall also cover any additional shares of the Registrant’s common stock, par value \$0.000001 per share

(1) (“**Common Stock**”) that become issuable under the Registrant’s 2023 Equity Incentive Plan (the “**2023 Plan**”) by reason of any stock dividend, stock split, recapitalization or other similar transaction effected without receipt of consideration or conversion of the Registrant’s Common Stock that increases the number of outstanding shares of Common Stock.

Represents 650,000 shares of Common Stock reserved and available for issuance under the 2023 Plan as of the date of this

(2) Registration Statement. As of the date hereof, 5,000 shares of Common Stock are subject to outstanding restricted stock awards, and 75,127 shares of Common Stock are subject to outstanding performance share awards under the 2023 Plan.

Pursuant to Rule 457(c) and 457(h) under the Securities Act, and solely for the purpose of calculating the registration fee, the proposed maximum offering price per share is \$1.94, which is the average of the high and low prices of shares of Common Stock on

(3) The Nasdaq Capital Market on August 8, 2023 (such date being within five business days of the date that this Registration Statement was filed with the U.S. Securities and Exchange Commission (the “**SEC**”)).