

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

FORM 8-K
CURRENT REPORT
Pursuant to Section 13 or 15(d)
of the Securities Exchange Act of 1934

Date of Report (Date of earliest event reported): September 2, 2022

THE ONE GROUP HOSPITALITY, INC.
(Exact name of registrant as specified in its charter)

Delaware
(State or other jurisdiction
of incorporation)

001-37379
(Commission File Number)

14-1961545
(IRS Employer
Identification No.)

1624 Market Street, Suite 311
Denver, Colorado 80202
(Address of principal executive offices and zip code)

Registrant's telephone number, including area code: (646) 624-2400

(Former name or former address, if changed since last report)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions (see General Instruction A.2. below):

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

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

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
Common Stock	STKS	Nasdaq

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (17 CFR §230.405) or Rule 12b-2 of the Securities Exchange Act of 1934 (17 CFR §240.12b-2).

Emerging growth company

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

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

On August 30, 2022, on the recommendation of the Compensation Committee of the Board of Directors of the Company, the Board of Directors approved:

- an Amended and Restated Employment Agreement (Employment Agreement) for the Company's Chief Executive Officer (CEO), Emanuel N. Hilario, which adds one year to the term and modifies his prior employment agreement to provide that any equity awards subject to vesting will vest immediately before a change of control of the Company, as defined in the agreement; and
- an award to Mr. Hilario of an aggregate of 600,000 restricted stock units (RSUs) comprising (a) 100,000 RSUs that will be settled in equal installments of common stock annually at August 31 over four years, beginning in 2023, based on Mr. Hilario's continued employment, and (b) 500,000 RSUs that will be earned based on attaining 15% year-over-year increases in the volume-weighted average stock prices over any consecutive 20 trading days (VWAP) during four consecutive 12-month attainment periods beginning on August 31, 2022.

Each of the Company and Mr. Hilario signed the employment agreement and RSU agreements on September 2, 2022.

Each of the RSU agreements governing the awards is substantially in the form the Company has used for prior RSU awards, except that, consistent with the Employment Agreement, each of the awards will vest and be settled in shares of Company common stock immediately before a change of control of the Company, as defined in the Employment Agreement. Unearned performance-based RSUs will be earned in future attainment periods if the VWAP target for that period is met. Performance-based RSUs may also be earned in advance and, if earned, convert into time-vesting RSUs that vest at the end of the applicable future attainment period.

The equity grants to Mr. Hilario are the result of a comprehensive review of his compensation that began in 2021, with the goals of bringing Mr. Hilario's overall compensation in line with that of CEOs in a selected Company peer group and to further align his interests closely with the stockholders of the Company. In September 2021, the Company awarded time-vested RSUs to Mr. Hilario, but deferred consideration of additional equity awards to Mr. Hilario and to other senior members of management pending stockholder approval of an increase in the number of shares available under the Company's 2019 Equity Incentive Plan. In connection with soliciting stockholder approval of the increase, the Company disclosed that the Committee had had preliminary discussions regarding an additional performance-based award for Mr. Hilario.

The above summary is qualified by reference to the Amended and Restated Employment Agreement dated September 2, 2022 and to each of the notices of grants of RSUs dated September 2, 2022, all of which are filed as exhibits to this report and the text of which are incorporated herein.

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits.

See Exhibit Index.

Exhibit Index

Exhibit	Description
<u>10.1</u>	<u>Amended and Restated Employment Agreement between Emanuel N. Hilario and the Company dated September 2, 2022.</u>
<u>10.2</u>	<u>Notice of Grant of Restricted Stock Units (Time-Vesting) dated September 2, 2022 between Emanuel N. Hilario and the Company.</u>
<u>10.3</u>	<u>Notice of Grant of Restricted Stock Units (Performance-Vesting) dated September 2, 2022 between Emanuel N. Hilario and the Company.</u>
104	Cover Page Interactive Data File (formatted as Inline XBRL and contained in Exhibit 101)

SIGNATURES

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

Dated: September 7, 2022

THE ONE GROUP HOSPITALITY, INC.

By: /s/ Tyler Loy
Name: Tyler Loy
Title: Chief Financial Officer

AMENDED AND RESTATED EMPLOYMENT AGREEMENT

This Amended and Restated Employment Agreement (this “*Agreement*”) is made and entered into by and between **THE ONE GROUP HOSPITALITY, INC.** a Delaware corporation (the “*Company*”), and **EMANUEL HILARIO** (the “*Executive*”), and effective as of September 2, 2022 (the “*Effective Date*”). This Agreement amends and restates in its entirety the Amended and Restated Employment Agreement dated September 24, 2021.

RECITALS

WHEREAS, the Company desires to continue to employ the Executive as its President and Chief Executive Officer and the Executive desires to continue to be so employed by the Company on the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

AGREEMENT

- Position and Duties.** The Executive shall serve as the President and Chief Executive Officer of the Company (including its subsidiary The ONE Group LLC) and, in such capacity shall be responsible for the general management of the business, affairs and operations of the Company, shall perform such duties as are customarily performed by a president and chief executive officer of a company of a similar size and shall have such power and authority as shall reasonably be required to enable him to perform his duties hereunder; *provided, however*, that in exercising such power and authority and performing such duties, he shall at all times be subject to the authority, control and direction of the Board of Directors of the Company (the “*Board*”). The Executive shall report to the Board and shall devote substantially his full business time and attention to the business and affairs of the Company and its subsidiaries. The Executive shall perform his duties and responsibilities in a diligent, trustworthy, businesslike and efficient manner. The Executive shall not engage in any other business activities that could reasonably be expected to conflict with the Executive’s duties, responsibilities and obligations hereunder. The Company acknowledges that Executive from time to time may serve as an independent director on the board of directors of a public or private company, and further acknowledges that Executive currently serves as a director on the board of directors of Transact Technologies, Inc.
- Term.** The employment hereunder shall be for a term of five (5) years commencing on the Effective Date and ending on the five (5) year anniversary thereof (the “*Expiration Date*”), unless terminated earlier pursuant to Section 4 of this Agreement (the “*Term of Employment*”). Thereafter, this Agreement shall automatically be renewed and the Term of Employment extended for additional consecutive terms of one (1) year (each a “*Renewal Term*”), unless such renewal is objected to by either the Company or the Executive upon ninety (90) days’ written notice prior to the commencement of the next Renewal Term. In the event of renewal, the last day of each Renewal Term shall be deemed the new Expiration Date.

3. Compensation and Related Matters.

(a) Base Salary. As compensation for services rendered hereunder, retroactive to July 1, 2021, the Executive shall initially receive a salary of \$700,000 annually (the “**Base Salary**”), which shall be paid in accordance with the Company’s then prevailing payroll practices. The Executive may receive increases (but not decreases) in his Base Salary as the Board, or the compensation committee of the Board, may approve in its sole discretion from time to time; provided that the Executive’s Base Salary will be reviewed for potential upward adjustment not less often than annually.

(b) Bonus. The Executive will be eligible to receive annually a performance-based incentive reward (the “**Bonus**”) based in part upon achievement of individual and corporate performance objectives as determined by the Board. The Bonus shall be targeted at one hundred percent (100%) of the Executive’s then-effective annual Base Salary. The Executive shall be eligible to receive a Bonus in excess of the targeted Bonus if Company performance exceeds 100% of the targeted goals, and a Bonus below the target amount may be payable if actual performance at least equals a minimum threshold, each as approved by the Board in consultation with the Executive at the time the annual performance goals are established. Notwithstanding the foregoing, whether the Executive receives a Bonus and the amount of any such Bonus, will be determined by the Board in its sole and absolute discretion, except that any portion of the Bonus that Board determines to be based on the targeted goals will be considered non-discretionary and payable based on achievement of such goals. The Bonus will be deemed earned provided that the Executive is employed as of December 31st of the calendar year to which such Bonus relates and is not in material breach of this Agreement as of the payment date. The Bonus, if any, will be paid no later than April 30 of the year following the year to which the performance objectives relate.

(c) Equity Incentives. Executive shall receive the following equity incentives: (i) a grant of 100,000 restricted stock units (“**RSUs**”), which RSUs that will vest in four annual installments commencing on August 31, 2023 if Executive continues to be employed by the Company; (ii) a grant of 500,000 RSUs that will be earned and vest based on attainment of 15% year-over-year stock price increases over a four year period and on Executive’s continued employment; and (iii) such other incentive awards, including without limitation under the Company’s Long-Term Incentive Program, as determined from time to time by the Compensation Committee of the Board and the Board.

(d) Employment Location. Company acknowledges and agrees that Executive will be based out of Denver, Colorado for the Term of Employment.

(e) Other Benefits. The Executive shall be entitled to participate in all incentive, savings and retirement plans, all welfare benefit plans, including without limitation the Company’s Long-Term Incentive Program, and all other perquisites of employment on the same terms and conditions generally available to other executives of the Company having comparable rank, authority and seniority to the Executive, including a car allowance of \$2,000 per month and the fifty-third week annual cash bonus that is offered to all salaried employees and that is paid in December. The Executive understands that, except when prohibited by applicable law or with respect to Section 5(e), the Company’s benefit plans and fringe benefits may be cancelled, changes, modified, replaced, terminated, or amended by the Company from time to time in its sole discretion so long as such revisions do not have a disproportionately negative impact on the Executive vis-à-vis other Company employees, to the extent applicable.

(f) Vacation, Holiday Pay and Sick Leave. The Executive shall be entitled to four (4) weeks' paid vacation in each calendar year. Executive shall receive holiday pay and paid sick leave as provided to other executive employees of the Company. Upon cessation of Executive's employment for any reason, Executive shall receive pay for all accrued and unused vacation, calculated at his Base Salary rate in effect at the time of the cessation of his employment, provided that the amount of vacation that Executive shall be entitled to accrue during the Term shall be in accordance with Company policy, provided that Executive may not accrue more than an aggregate of four (4) weeks' pay at any time.

(g) Withholding. All amounts payable to the Executive under this Section 3 shall be subject to all required federal, state and local withholding, payroll and insurance taxes.

4. Termination. The Executive's employment may be terminated and this Agreement terminated pursuant to this Section 4. Upon termination of Executive's employment for any reason (whether voluntarily or involuntarily), Executive shall be deemed to have resigned from all offices and directorships, if any, and then held with the Company or any of its affiliates, and, at the Company's request, Executive shall execute such documents as are necessary or desirable to effectuate such resignations.

(a) Death. The Executive's employment hereunder shall terminate upon his death.

(b) Disability. The Company may terminate the Executive's employment upon written notice if the Executive becomes subject to a Disability. For purposes of this Agreement, "**Disability**" shall mean the absence of the Executive from the Executive's duties with the Company on a full-time basis for 180 consecutive business days as a result of incapacity due to mental or physical illness, which is determined to be total and permanent by a physician selected by the Company or its insurers and reasonably acceptable to the Executive or the Executive's legal representative. Executive hereby consents to such examination and consultation regarding his health and ability to perform as aforesaid.

(c) Termination by Company for Cause. The Company may terminate the Executive's employment for Cause upon written notice. For purposes of this Agreement, "**Cause**" shall mean (i) failure by Executive to substantially perform material duties hereunder, after written notice requesting such performance; (ii) Executive's material violation of a material Company policy that results in significant and demonstrable damage to the Company's business or reputation, which, to the extent such failure is curable, Executive does not cure within a period of thirty (30) days (the "**Cause Cure Period**") after written notice of such failure is provided to Executive by the Company; or (iii) Executive's conviction of or plea of guilty to any felony.

(d) Termination by the Company Without Cause. The Company may terminate the Executive's employment at any time without Cause upon thirty (30) days prior written notice. During the 30-day notice period, the Executive shall remain an active employee of the Company and will be expected to continue to perform his duties in a satisfactory manner, and in compliance with all of the Company's policies and procedures. However, the Company may, at its sole discretion, both place the Executive on paid leave and suspend all of his duties and powers for all or part of the applicable notice period. For purposes of this agreement, non-renewal of this agreement by the Company is to be considered Termination by the Company Without Cause.

(e) Termination by the Executive without Good Reason. The Executive may terminate his employment at any time without Good Reason, upon 30 days prior written notice. During the 30-day notice period, the Executive shall remain an active Company employee and will be expected to continue to perform his duties in a satisfactory manner, and in compliance with all of the Company's policies and procedures. However, the Company may, at its sole discretion, either place the Executive on paid leave or suspend all of his duties and powers for all or part of the applicable notice period.

(f) Termination by the Executive for Good Reason. The Executive may terminate his employment for Good Reason. For purposes of this Agreement, "**Good Reason**" is defined as, without his consent, (i) at any time following a Change of Control (as defined below) the relocation of Executive's principal place of employment to a location more than 50 miles from his current location in Denver, Colorado, (ii) a material reduction in his Base Salary or target bonus, (iii) the Company's material breach of this Agreement, or (iv) a material diminution in Executive's title and/or duties, responsibilities or authority. No resignation shall be deemed a resignation for Good Reason unless the Executive shall have first provided the Company with written notice of the conditions constituting Good Reason and the Company shall have failed to cure such conditions within thirty (30) days following its receipt of the notice (the "**Good Reason Cure Period**").

(g) Expiration of the Term. Executive's employment will terminate automatically upon the Expiration Date if either party has elected not to renew the Term of Employment.

(h) Termination Date. The "**Termination Date**" means: (i) if the Executive's employment is terminated by his death under Section 4(a), the date of his death; (ii) if the Executive's employment is terminated on account of his Disability, as finally determined under Section 4(b), the date set forth in the Company's written termination notice to the Executive; (iii) if the Company terminates the Executive's employment for Cause under Section 4(c), the date on which the Company provides the Executive a written termination notice, unless the circumstances giving rise to the termination are subject to the Cause Cure Period, in which case the date on which the Company provides the Executive a written termination notice following the end of the Cause Cure Period; (iv) if the Company terminates the Executive's employment without Cause under Section 4(d), 30 days after the date on which the Company provides the Executive a written termination notice; (v) if the Executive resigns his employment without Good Reason under Section 4(e), 30 days after the date on which the Executive provides the Company a written termination notice; (vi) if the Executive resigns his employment with Good Reason under Section 4(f), the date on which the Executive provides the Company a written termination notice following the end of the Good Reason Cure Period; and (vii) if this Agreement expires under Section 2, the Expiration Date.

5. Compensation upon Termination.

(a) Termination by the Company for Cause or by the Executive without Good Reason. If the Executive's employment with the Company is terminated pursuant to Sections 4(c) or (e), the Company shall pay or provide to the Executive the following amounts through the Termination Date: (i) any and all earned and unpaid portion of his then-effective Base Salary (on or before the first regular payroll date following the Termination Date in accordance with applicable law); (ii) any and all unreimbursed business expenses (in accordance with the Company's reimbursement policy); (iii) any and all accrued and unused vacation time through the Termination Date (on or before the first regular payroll date following the Termination Date in accordance with applicable law); (iv) any unpaid portion of the Bonus from a prior year, payable when other senior executives receive their annual bonuses for such year, and in no event later than March 15 of the year following the year for which the Bonus was earned; and (v) any other benefits the Executive is entitled to receive as of the Termination Date under the employee benefit plans of the Company, less standard withholdings (collectively the "**Accrued Obligations**") on or before the time required by law but in no event more than 30 days after the Executive's Termination Date.

(b) Termination by the Company Without Cause, by the Executive with Good Reason. If the Executive's employment is terminated by the Company without Cause as provided in Section 4(d), as a result of the Company's written objection to renewal of the Term of Employment pursuant to Section 2, or the Executive terminates his employment for Good Reason as provided in Section 4(f), then the Executive shall receive the Accrued Obligations. In addition, the Executive shall be entitled to receive from the Company the following, subject to Section 6:

- (i) severance payments of the monthly pro-rata portion of the then-effective Base Salary for eighteen (18) months, paid in equal installments according to the Company's regular payroll schedule over the eighteen (18) months following the Termination Date. For clarity, if the Base Salary is \$700,000, the Company will pay according to the Company's regular payroll schedule \$58,333 monthly for eighteen (18) months;
- (ii) a monthly amount equal to one-twelfth (1/12) of the target Bonus, paid according to the Company's regular payroll schedule over eighteen (18) months following the Termination Date. For clarity, if the target Bonus is \$700,000, the Company will pay according to the Company's regular payroll schedule \$58,333 monthly for eighteen (18) months;
- (iii) any equity awards that vest over time and are invested as of the Termination Date shall be accelerated such that the portion of the equity awards that would have vested in the eighteen (18) months following the Termination Date will vest as of the Termination Date; and
- (iv) an amount equal to the "COBRA" premium for as long as the Executive and, if applicable, the Executive's dependents are eligible for COBRA, subject to a maximum of eighteen (18) months.

(c) Severance. The payments described in Sections 5(b)(i) and (ii) above shall hereinafter be referred to as the “*Severance*”.

(d) Termination Upon Death, Disability. If the Executive’s employment is terminated pursuant to Sections 4 (a) or (b), the Executive (or the Executive’s estate, or other designated beneficiary(s) as shown in the records of the Company in the case of death) shall be entitled to receive from the Company payment for the Accrued Obligations at the times specified in Section 5(a) above.

(e) Severance and Accelerated Vesting of Stock Awards upon a Change of Control. Anything contained herein, or in the restricted stock unit agreement between the Company and Executive dated September 24, 2020, to the contrary notwithstanding, in the event of a Change of Control: (i) all of Executive’s outstanding equity awards subject to time- or performance-based vesting criteria shall vest and be exercisable, or settled, as applicable, immediately before the Change of Control, and (ii) if the Executive’s employment hereunder is terminated without Cause pursuant to Section 4(d), as a result of the Company’s written objection to renewal of the Term of Employment pursuant to Section 2, or by the Executive for Good Reason pursuant to Section 4(f) within two (2) years following the Change of Control by the Company, then Executive shall be entitled to receive the Severance in a lump sum. As used in this Agreement, “*Change of Control*” means (i) any “Person” (as such term is used in Sections 13(d) and 14(d) of the Securities Exchange Act of 1934 (the “*Exchange Act*”)) becomes the “Beneficial Owner” (as defined in Rule 13d-3 under the Exchange Act), directly or indirectly, of securities of the Company representing 50% or more of the total voting power represented by the Company’s then outstanding voting securities (excluding for this purpose any such voting securities held by the Company or its affiliates or by any employee benefit plan of the Company) pursuant to a transaction or a series of related transactions which the Board does not approve, or (ii) (A) a merger or consolidation of the Company whether or not approved by the Board, other than a merger or consolidation which would result in the voting securities of the Company outstanding immediately prior thereto continuing to represent (either by remaining outstanding or by being converted into voting securities of the surviving entity or the parent of such corporation) more than 50% of the total voting power represented by the voting securities of the Company or such surviving entity or parent of such corporation, as the case may be, outstanding immediately after such merger or consolidation; or (B) the sale or disposition by the Company of all or substantially all of the Company’s assets in a transaction requiring stockholder approval.

(f) No Duty of Mitigation. The Executive shall not be required to mitigate the amount of any payment provided for in this Section 5 by seeking other employment or otherwise, nor shall the amount of any payment provided for in this Section 5 be reduced by any compensation earned by the Executive as the result of employment by another employer or business or by profits earned by the Executive from any other source at any time before and after the Termination Date.

6. Release; Payment. The Executive’s entitlement to Severance and benefits set forth in Section 5(b) and Section 5(e) is conditioned on (A) the Executive’s executing and delivering to the Company of a mutual release of claims substantially in the form attached hereto as Exhibit A within forty-five (45) days following the Termination Date, and on such release becoming effective, (B) the Executive’s return of all Company property, data and documents to the Company as of the Termination Date, and (C) the Executive’s compliance with the restrictive covenants set forth in Sections 8 and 9; provided, that if such forty-five (45) day period begins in one taxable year and ends in the following taxable year, the Severance shall commence in the second taxable year (and any payments that would have been made in the first taxable year shall be paid in a lump sum at the time payments commence pursuant to Section 5(b) or 5(e), as the case may be).

7. Section 409A Compliance.

(a) All in-kind benefits provided and expenses eligible for reimbursement under this Agreement shall be provided by the Company or incurred by the Executive during the time periods set forth in this Agreement. All reimbursements shall be paid as soon as administratively practicable, but in no event shall any reimbursement be paid after the last day of the taxable year following the taxable year in which the expense was incurred. The amount of in-kind benefits provided or reimbursable expenses incurred in one taxable year shall not affect the in-kind benefits to be provided or the expenses eligible for reimbursement in any other taxable year. Such right to reimbursement or in-kind benefits is not subject to liquidation or exchange for another benefit.

(b) To the extent that any of the payments or benefits provided for in Section 5 are deemed to constitute non-qualified deferred compensation benefits subject to Section 409A of the Internal Revenue Code of 1986, as amended (the "*Code*"), the following interpretations apply to Section 5: Any termination of the Executive's employment triggering payment of benefits under Section 5 must constitute a "separation from service" under Section 409A(a)(2)(A)(i) of the Code and Treas. Reg. §1.409A-1(h) before distribution of such benefits can commence. To the extent that the termination of the Executive's employment does not constitute a separation of service under Section 409A(a)(2)(A)(i) of the Code and Treas. Reg. §1.409A-1(h) (as the result of further services that are reasonably anticipated to be provided by the Executive to the Company, or any of its parents, subsidiaries or affiliates, at the time the Executive's employment terminates), any benefits payable under Section 5 that constitute deferred compensation under Section 409A of the Code shall be delayed until after the date of a subsequent event constituting a separation of service under Section 409A(a)(2)(A)(i) of the Code and Treas. Reg. §1.409A-1(h). For purposes of clarification, this Section 7(b) shall not cause any forfeiture of benefits on the Executive's part, but shall only act as a delay until such time as a "separation from service" occurs. Further, if the Executive is a "specified employee" (as that term is used in Section 409A of the Code and regulations and other guidance issued thereunder) on the date his separation from service becomes effective, any benefits payable under Section 5 that constitute non-qualified deferred compensation under Section 409A of the Code shall be delayed until the earlier of (A) the business day following the six-month anniversary of the date his separation from service becomes effective, and (B) the date of the Executive's death, but only to the extent necessary to avoid such penalties under Section 409A of the Code. On the earlier of (A) the business day following the six-month anniversary of the date his separation from service becomes effective, and (B) the Executive's death, the Company shall pay the Executive in a lump sum the aggregate value of the non-qualified deferred compensation that the Company otherwise would have paid the Executive prior to that date under Section 5(b) of this Agreement. It is intended that each installment of the payments and benefits provided under Section 5(b) of this Agreement shall be treated as a separate "payment" for purposes of Section 409A of the Code. Neither the Company nor the Executive shall have the right to accelerate or defer the delivery of any such payments or benefits except to the extent specifically permitted or required by Section 409A of the Code.

8. Confidential Information, Noncompetition and Cooperation.

(a) Confidential Information. As used in this Agreement, "Confidential Information" means information belonging to the Company, its parents, subsidiaries or controlled affiliates (each, an "***Interested Party***"), which is of value to the Interested Party in the course of conducting its business, the disclosure of which could result in a competitive or other disadvantage to the Interested Party. Confidential Information includes, without limitation, financial information, reports, and forecasts; inventions, improvements and other intellectual property; trade secrets; know-how; drawings, specifications, algorithms, designs, processes or formulae; software; firmware; market or sales information or plans; supplier lists (including their contact information, costs and pricing); customer lists (including past, current and potential customers, their contact information, preferences and purchase history); costs and pricing information and strategies; and business plans, prospects and opportunities (such as possible acquisitions or dispositions of businesses or facilities) which have been discussed or considered by an Interested Party. Confidential Information includes information developed by the Executive in the course of the Executive's employment with the Company, as well as other information to which the Executive may have access in connection with his employment. Confidential Information also includes the confidential information of others disclosed to Executive and with which an Interested Party has a business relationship. Notwithstanding the foregoing, Confidential Information does not include information in the public domain, unless due to breach of the Executive's duties under Section 8(b).

(b) Confidentiality. At all times, both during the Executive's employment with the Company and after its termination, the Executive will keep in confidence and trust all such Confidential Information, and will not use or disclose for his own benefit or the benefit of any other Person any such Confidential Information without the written consent of the Company, except as the disclosure of such Confidential Information is required by law, in which case the Executive shall give notice to and the opportunity to the Company to comment on the form of the disclosure and only the portion of Confidential Information that is required to be disclosed by law shall be disclosed.

(c) Documents, Records, etc. All documents, records, data, apparatus, equipment and other physical property, whether or not pertaining to Confidential Information, which are furnished to the Executive by an Interested Party or are produced by the Executive in connection with the Executive's employment with the Company will be and remain the sole property of the respective Interested Party. The Executive will return to the Interested Party all such materials and property as and when requested by the Interested Party. In any event, the Executive will return all such materials and property immediately upon termination of the Executive's employment for any reason. The Executive will not retain any such material or property or any copies thereof after the termination of his employment.

(d) No Competition. From the Effective Date through the eighteen (18) month anniversary of the Termination Date, regardless of the reason for the termination (the "***Restricted Period***"), the Executive will not, directly or indirectly, whether as owner, partner, shareholder, consultant, agent, employee, co-venturer, member, manager, franchisor, franchisee, independent contractor or otherwise, engage in, prepare to engage in, assist in, invest in, own, operate, lease, manage, license, franchise, promote, consult with, participate with, or enter into any agreement regarding any Competing Business in any Geographic Area (as defined below) in which the Company, or an Interested Party incorporating the know-how of the Company Business, distributes its products or provides its services or plans to distribute its products or provide its services. Notwithstanding the foregoing, the Executive may own up to 5% of the outstanding stock of a publicly held corporation which constitutes or is affiliated with a Competing Business.

(e) **No Solicitation.** During the Restricted Period, the Executive shall not, directly or indirectly, take any of the following actions, and, to the extent the Executive owns, manages, operates, controls, is employed by or participates in the ownership, management, operation or control of, or is connected in any manner with, any business, the Executive shall use his best efforts to ensure that such business does not take any of the following actions:

- (i) persuade or attempt to persuade any Customer, Prospective Customer or Supplier to cease doing business with an Interested Party, or to reduce the amount of business it does with an Interested Party;
- (ii) persuade or attempt to persuade any Service Provider to cease providing services to an Interested Party; or
- (iii) solicit for hire or hire for himself or for any third party any Service Provider unless such person's employment was terminated by the Company or any of its affiliates or such person responded to a "blind advertisement".

(f) The following definitions are applicable to this Section 8.

- (i) "**Company Business**" means: (A) any steak concept restaurant, other than the Rivershore Bar and Grille in Oregon City, Oregon, with an average check in excess of \$75; (B) any other restaurant or food or beverage operation that has a theme, menu or cuisine substantially similar to any current or planned (at the time of termination of the Executive's employment with the Company, based on substantive and repeated executive-level discussions) restaurant or food or beverage operation operated by the Company; or (C) food and beverage operations in a hotel. For the sake of clarity, a steak concept restaurant with an average check less than \$75 is not, and shall not be deemed to be, Company Business, unless such steak concept restaurant is otherwise included within the meaning of Section 8(f)(i)(B).
- (ii) "**Competing Business**" means any Person that engages in the Company Business.

- (iii) “**Customer**” means any Person that purchased goods or services from an Interested Party at any time within twelve (12) months prior to the date of the solicitation prohibited by Section 8(e)(i).
- (iv) “**Geographic Area**” shall mean a twenty (20) mile radius of: (A) any existing Company owned or operated restaurant or hospitality venue; or (B) any prospective location in which the Company is considering engaging in Company Business. For the sake of clarity, such prospective locations shall consist of any location considered in substantive and repeated executive-level discussions.
- (v) “**Person**” means an individual, a sole proprietorship, a corporation, a limited liability company, a partnership, an association, a trust, or other business entity, whether or not incorporated.
- (vi) “**Prospective Customer**” means any Person with whom an Interested Party met or to whom an Interested Party presented for the purpose of soliciting the Person to become a Customer of an Interested Party within six (6) months prior to the date of the solicitation prohibited by Section 8(e)(i).
- (vii) “**Service Provider**” means any Person who is an employee or independent contractor of an Interested Party or who was within six (6) months preceding the solicitation prohibited by Section 8(e)(ii) or (iii) an employee or independent contractor of an Interested Party.
- (viii) “**Supplier**” means any Person that sold goods or services to an Interested Party at any time within twelve (12) months prior to the date of the solicitation prohibited by Section 8(e)(i).

(g) Reasonableness of Restrictions. The Executive recognizes and acknowledges that: (i) the types of employment which are prohibited by this Section 8 are narrow and reasonable in relation to the skills which represent the Executive’s principal salable asset both to Company and to other prospective employers; and (ii) the specific but broad temporal and geographical scope of this Section 8 is reasonable, legitimate, and fair to the Executive in light of the Company’s need to market its services and sell its services in a large geographic area in order to maintain a sufficient customer base and the limited restrictions on the type of employment prohibited herein compared to the types of employment for which the Executive is qualified to earn his livelihood.

(h) Effect of Breach. In the event that the Executive breaches any of the terms described in Section 8(d) and (e) above, the Executive acknowledges and agrees that the Restricted Period shall be tolled and shall not run during the time that the Executive is in breach of such obligations; provided that, the Restricted Period shall begin to run again once the Executive has ceased breaching the terms of Section 8(d) and/or (e) (as applicable) and is otherwise in compliance with his obligations described therein.

9. Intellectual Property.

(a) All creations, inventions, ideas, designs, copyrightable materials, trademarks, and other technology and rights (and any related improvements or modifications), whether or not subject to patent or copyright protection (collectively, "**Creations**"), relating to any activities of the Company which are conceived by the Executive or developed by the Executive in the course of his employment with the Company, whether conceived alone or with others and whether or not conceived or developed during regular business hours, and if based on Confidential Information, after the termination of the Executive's employment, shall be the sole property of the Company and, to the maximum extent permitted by applicable law, shall be deemed "works made for hire" as that term is used in the United States Copyright Act.

(b) To the extent, if any, that the Executive retains any right, title or interest with respect to any Creations delivered to the Company or related to his employment with the Company, the Executive hereby grants to the Company an irrevocable, paid-up, transferable, sub-licensable, worldwide right and license: (i) to modify all or any portion of such Creations, including, without limitation, the making of additions to or deletions from such Creations, regardless of the medium (now or hereafter known) into which such Creations may be modified and regardless of the effect of such modifications on the integrity of such Creations; and (ii) to identify the Executive, or not to identify him, as one or more authors of or contributors to such Creations or any portion thereof, whether or not such Creations or any portion thereof have been modified. The Executive further waives any "moral" rights, or other rights with respect to attribution of authorship or integrity of such Creations that he may have under any applicable law, whether under copyright, trademark, unfair competition, defamation, right of privacy, contract, tort or other legal theory.

(c) The Executive will promptly inform the Company of any Creations. The Executive will also allow the Company to inspect any Creations he conceives or develops within one year after the termination of his employment for any reason to determine if they are based on Confidential Information. The Executive shall (whether during his employment or after the termination of his employment) execute such written instruments and do other such acts as may be necessary in the opinion of the Company or its counsel to secure the Company's rights in the Creations, including obtaining a patent, registering a copyright, or otherwise (and the Executive hereby irrevocably appoints the Company and any of its officers as his attorney in fact to undertake such acts in my name). The Executive's obligation to execute written instruments and otherwise assist the Company in securing its rights in the Creations will continue after the termination of his employment for any reason. The Company shall reimburse the Executive for any out-of-pocket expenses he incurs in connection with his compliance with this Section 9(c).

10. Specific Acknowledgements Regarding Sections 8 and 9.

(a) Survival. The Executive's acknowledgments and agreements set forth in Sections 8 and 9 shall survive the termination of the Executive's employment with Company for any reason.

(b) Severability. The parties intend Sections 8 and 9 of this Agreement to be enforced as written. However, if any portion or provision of such sections shall to any extent be declared illegal or unenforceable by a duly authorized court having jurisdiction, then the remainder of such sections, or the application of such portion or provision in circumstances other than those as to which it is so declared illegal or unenforceable, shall not be affected thereby, and each remaining portion and provision of such sections shall be valid and enforceable to the fullest extent permitted by law.

(c) Modification And Blue Pencil. The parties agree and intend that the covenants contained in Sections 8 and 9 of this Agreement shall be deemed to be a series of separate covenants and agreements, and if any provision of such sections shall be adjudicated to be invalid or unenforceable, such provision, without any action on the part of the parties hereto, shall be deemed amended to delete (i.e., “blue pencil”) or modify the portion adjudicated to be invalid or unenforceable, to the extent necessary to cause the provision as amended to be valid and enforceable.

(d) Irreparable Harm. The Executive expressly acknowledges that any breach or threatened breach of any of the terms and/or conditions of Sections 8 or 9 of this Agreement will result in substantial, continuing and irreparable injury to the Company. Therefore, the Executive hereby agrees that, in addition to any other remedy that may be available to the Company, the Company shall be entitled to injunctive or other equitable relief by a court of appropriate jurisdiction in the event of any breach or threatened breach of the terms of Section 8 or 9, without having to post bond.

(e) Covenants Enforceable Upon Material Job Change. The Executive acknowledges and agrees that if he should transfer between or among any affiliates or subsidiaries of the Company, wherever situated, or be promoted, demoted, reassigned to functions other than his present functions, or have his job duties changed, altered or modified in any way, all terms of Section 8 and Section 9 of this Agreement shall continue to apply with full force and effect. For sake of clarity, nothing contained in this Section 10(e) shall vitiate or impact Executive’s right of termination for Good Reason.

(f) Impact of Breach on Severance. The Executive hereby expressly acknowledges and agrees that if he breaches any of the terms and/or conditions set forth in Section 8 and/or Section 9 of this Agreement following a termination of his employment either by the Company without Cause or by the Executive for Good Reason, then, in addition to the injunctive relief described in Section 10(d) above, (i) the Company shall cease providing the Executive with any further Severance as of the date of such breach, (ii) the Company shall not be obligated to provide the Executive with, and the Executive shall not be eligible or otherwise entitled to receive, any further Severance, and (iii) the Company’s obligation to provide the Executive with the Severance shall be null and void, and of no further force or effect.

11. Disputes; Governing Law.

(a) Except as set forth in 11(b), any controversy or claim arising out of or relating to this Agreement, a breach of this Agreement or otherwise arising out of the Executive’s employment or the termination of his employment (including, without limitation, any claims of unlawful employment discrimination whether based on age or otherwise) shall, to the fullest extent permitted by law, be settled exclusively by arbitration before a single arbitrator appointed by the American Arbitration Association (“AAA”) in Denver, Colorado (applying Colorado law) under the National Rules for the Resolution of Employment Disputes of the AAA, as may be amended from time to time. Pursuant to applicable law, the Company and Executive will share the AAA administrative fees, the arbitrator’s fee and expenses. All Claims and defenses which could be raised before a court must be raised in arbitration and the arbitrator shall apply the law accordingly. The arbitrator shall issue a written decision setting forth the essential findings and conclusions in sufficient detail to permit judicial review to the extent permitted by law. The decision or award of the arbitrator shall be final and binding upon the parties. Any arbitral award may be entered as a judgment or order in any court of competent jurisdiction. Any relief or recovery based on any claims arising out of your employment, cessation of employment, including but not limited to, any claim of unlawful harassment or discrimination, shall be limited to that awarded by the arbitrator.

(b) Notwithstanding the foregoing, the Executive agrees that it would be difficult to measure any damages caused to the Company which might result from any breach by the Executive of the promises set forth in Sections 8 or 9 of this Agreement, and that in any event, money damages would be an inadequate remedy for any such breach. Accordingly, if the Executive breaches, or proposes to breach, Section 8 or 9 of this Agreement, the Company shall be entitled, in addition to all other remedies that it may have, to a temporary and preliminary injunction or other appropriate equitable relief to restrain any such breach without showing or proving any actual damage to the Company from any court having competent jurisdiction over the Executive, provided that any other relief shall be pursued through an arbitration proceeding pursuant to Section 11(a).

(c) To the extent that any court action is permitted consistent with or to enforce this Section 11, the parties hereby consent to the jurisdiction of the United States District Court for the District of Colorado. Accordingly, with respect to any such court action, the Executive: (i) submits to the personal jurisdiction of these courts; (ii) consents to service of process under the notice provisions set forth in Section 17; (iii) waives any other requirement (whether imposed by statute, rule of court, or otherwise) with respect to personal jurisdiction or service of process; and (iv) waives any objection to jurisdiction based on improper venue or improper jurisdiction.

(d) BOTH THE COMPANY AND THE EXECUTIVE HEREBY WAIVE ANY RIGHT TO A TRIAL BY JURY IN ANY CONTROVERSY OR CLAIM ARISING OUT OF OR RELATED TO THIS AGREEMENT TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE FEDERAL OR STATE LAW.

(e) The prevailing party shall be entitled to reasonable attorneys' fees and costs in connection with any action filed under Section 11(a), (b) or both.

(f) This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware without giving effect to the conflict of laws principles of Delaware or any other state.

12. Integration. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements between the parties concerning its subject matter including any conflicts of subject matter with other Company policies.

13. Assignment. This Agreement shall be binding upon the Company and any successors and assigns of the Company, including any corporation with which, or into which, the Company may be merged or which may succeed to the Company's assets or business. In the event that the Company sells or transfers all or substantially all of the assets of the Company, or in the event of any merger or consolidation of the Company, the Company shall use reasonable efforts to cause such assignee, transferee, or successor to assume the liabilities, obligations and duties of the Company hereunder. Notwithstanding the foregoing, if for any reason an assignee, transferee, or successor does not assume the full extent of the Company's liabilities, obligations and duties of the Company hereunder, such event or non-occurrence shall trigger a termination without Cause under this Agreement. Neither this Agreement nor any right or obligation hereunder may be assigned by the Executive; provided, however, that this provision shall not preclude the Executive from designating one or more beneficiaries to receive any amount that may be payable after his death and shall not preclude his executor or administrator from assigning any right hereunder to the person or persons entitled hereto.

14. Enforceability. If any portion or provision of this Agreement (including, without limitation, any portion or provision of any section of this Agreement) shall to any extent be declared illegal or unenforceable by a court of competent jurisdiction, then the remainder of this Agreement, or the application of such portion or provision in circumstances other than those as to which it is so declared illegal or unenforceable, shall not be affected thereby, and each portion and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law. Moreover, if any one or more of the provisions contained in this Agreement is held to be excessively broad as to duration, scope or activity, that provision shall be construed by limiting and reducing it so as to be enforceable to the maximum extent compatible with applicable Delaware law.

15. Survival. The provisions of this Agreement shall survive the termination of this Agreement and/or the termination of the Executive's employment to the extent necessary to effectuate the terms contained in this Agreement, including without limitation, the terms of Sections 5, 6, 7, 8, 9, 10 and 11.

16. Waiver. No waiver of any provision hereof shall be effective unless made in writing and signed by the waiving party. The failure of any party to require the performance of any term or obligation of this Agreement, or the waiver by any party of any breach of this Agreement, shall not prevent any subsequent enforcement of such term or obligation or be deemed a waiver of any subsequent breach.

17. Notices. Any notices, requests, demands and other communications provided for by this Agreement shall be sufficient if in writing and delivered in person or sent by a nationally recognized overnight courier service or by registered or certified mail, postage prepaid, return receipt requested, to the Executive at the last address the Executive has filed in writing with the Company, or, in the case of the Company, to 1624 Market St. Suite 311, Denver, CO 80202 Attention: Corporate Secretary, Fax No. (212) 255-9715, with a copy to Todd A. Hanchett, Esq., Stoel Rives LLP, 760 SW 9th Avenue, Suite 3000, Portland, OR 97205, Fax No. (503) 220-2480.

18. Amendment. This Agreement may be amended or modified only by a written instrument signed by the Executive and by a duly authorized representative of the Company.

19. Nondisparagement. The Executive agrees to refrain from (i) making, directly or indirectly, any derogatory comments concerning the Company or its Subsidiaries or any current or former officers, directors, employees or shareholders thereof or (ii) taking any other action with respect to the Company or its Subsidiaries which is reasonably expected to result, or does result in, damage to the business or reputation of the Company, its Subsidiaries or any of its current or former officers, directors, employees or shareholders. Notwithstanding anything to the contrary contained herein, nothing in this Agreement shall prohibit or restrict Executive from, truthfully and in good faith: (i) making any disclosure of information required by law; (ii) providing information to, or testifying or otherwise assisting in any investigation or proceeding brought by, any federal, state or local regulatory or law enforcement agency or legislative body, any self-regulatory organization, or the Executive's designated legal, compliance or human resources officers; or (iii) filing, testifying, participating in or otherwise assisting in a proceeding relating to an alleged violation of any federal, state or municipal law relating to fraud, or any rule or regulation of the Securities and Exchange Commission or any self-regulatory organization.

20. Counterparts. This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be taken to be an original; but such counterparts shall together constitute one and the same document.

[signature page follows]

IN WITNESS WHEREOF, the parties have executed this Agreement effective on the Effective Date.

THE ONE GROUP HOSPITALITY, INC.

By: /s/ Dimitrios Angelis

Name: Dimitrios Angelis

Title: Chair, Compensation Committee of the Board of Directors

EMANUEL HILARIO

/s/ Emanuel Hilario

[Signature Page to Emanuel Hilario Amended and Restated Employment Agreement]

Exhibit A – Release

1. Executive, individually and on behalf of his heirs and assigns, hereby releases, waives and discharges Company, and all subsidiary, parent or affiliated companies and corporations, and their present, former or future respective subsidiary, parent or affiliated companies or corporations, and their respective present or former directors, officers, shareholders, trustees, managers, supervisors, employees, partners, attorneys, agents, representatives and insurers, and the respective successors, heirs and assigns of any of the above described persons or entities (hereinafter referred to collectively as “Company Released Parties”), from any and all claims, causes of action, losses, damages, costs, and liabilities of every kind and character, whether known or unknown, but excluding claims for fraud or willful misrepresentation (“Claims”), that Executive may have or claim to have, in any way relating to or arising out of, in whole or in part, (a) any event or act of omission or commission occurring on or before the Termination Date, including Claims arising by reason of the continued effects of any such events or acts, which occurred on or before the Termination Date, or (b) Executive’s employment with Company or the termination of such employment with Company, including but not limited to Claims arising under federal, state, or local laws prohibiting disability, handicap, age, sex, race, national origin, religion, retaliation, or any other form of discrimination, such as the Americans with Disabilities Act, 42 U.S.C. §§ 12101 et seq.; the Age Discrimination in Employment Act, as amended, 29 U.S.C. §§ 621 et seq.; and Title VII of the 1964 Civil Rights Act, as amended, 42 U.S.C. §§ 2000e et seq.; Claims for intentional infliction of emotional distress, tortious interference with contract or prospective advantage, and other tort claims; and Claims for breach of express or implied contract; with the exception of Employee’s capacity as a shareholder of the Company as well as vested rights, if any, under Company retirement plans. Executive hereby warrants that he has not assigned or transferred to any person any portion of any claim that is released, waived and discharged above. Executive understands and agrees that by signing this Agreement he is giving up his right to bring any legal claim against any Company Released Party concerning, directly or indirectly, Executive’s employment relationship with the Company, including his separation from employment, and/or any and all contracts between Executive and Company, express or implied. Executive agrees that this legal release is intended to be interpreted in the broadest possible manner in favor of the Company Released Parties, to include all actual or potential legal claims that Executive may have against any Company Released Party, except as specifically provided otherwise in this Agreement. This release does not cover Claims relating to the validity or enforcement of this Agreement. Further, Executive has not released any claim for indemnity or legal defense available to him due to his service as a board member, officer or director of the Company, as provided by the certificate of incorporation or bylaws of the Company, or by any applicable insurance policy, or under any applicable corporate law.

2. Executive agrees and acknowledges that he: (i) understands the language used in this Agreement and the Agreement’s legal effect; (ii) understands that by signing this Agreement he is giving up the right to sue the Company for age discrimination; (iii) will receive compensation under this Agreement to which he would not have been entitled without signing this Agreement; (iv) has been advised by Company to consult with an attorney before signing this Agreement; and (v) was given no less than twenty-one days to consider whether to sign this Agreement. For a period of seven days after the effective date of this Agreement, Executive may, in his sole discretion, rescind this Agreement, by delivering a written notice of rescission to the Board. If Executive rescinds this Agreement within seven calendar days after the effective date, this Agreement shall be void, all actions taken pursuant to this Agreement shall be reversed, and neither this Agreement nor the fact of or circumstances surrounding its execution shall be admissible for any purpose whatsoever in any proceeding between the parties, except in connection with a claim or defense involving the validity or effective rescission of this Agreement. If Executive does not rescind this Agreement within seven calendar days after the Effective Date, this Agreement shall become final and binding and shall be irrevocable.

3. The Company, and on behalf of all of its subsidiary, parent or affiliated companies and corporations, and their present, former or future respective subsidiary, parent or affiliated companies or corporations, and their respective present or former directors, officers, shareholders, trustees, managers, supervisors, employees, partners, attorneys, agents, representatives and insurers, and the respective successors, heirs and assigns of any of the above described persons or entities, hereby releases, waives and discharges Executive and his heirs and assigns from any and all claims, causes of action, losses, damages, costs, and liabilities of every kind and character, whether known or unknown, but excluding claims for fraud or willful misrepresentation, that the Company may have or claim to have, in any way relating to or arising out of, in whole or in part, any event or act of omission or commission occurring on or before the Termination Date, including claims arising by reason of the continued effects of any such events or acts, which occurred on or before the Termination Date. This release does not cover claims relating to the validity or enforcement of this Agreement.

4. Capitalized terms not defined herein have the meaning specified in the Amended and Restated Employment Agreement between the Company and the Executive dated September 2, 2022.

THE ONE GROUP HOSPITALITY, INC.

Notice of Grant of Restricted Stock Units (“RSUs”) for Employees, Directors and Consultants
under the Company’s
2019 Equity Incentive Plan (the “Plan”)

- | | | |
|----|-----------------------------------------|-------------------------------------------------------------------------------------|
| 1. | Name and Address of “Participant”: | Emanuel N. Hilario
5880 South Clayton Court
Greenwood Village, Colorado 80121 |
| 2. | Date of Grant of RSUs: | September 2, 2022 |
| 3. | Shares of Common Stock underlying RSUs: | 100,000 |

4. Vesting of RSUs. Subject to the continued employment of Participant with the Company or any Affiliate (and subject to Section 6 and Section 7 below), 25% of the RSUs will vest on each of August 31, 2023, 2024, 2025 and 2026 (each, a “Vesting Date”). RSUs shall be settled as soon as practicable after the applicable Vesting Date, but in no event later than 60 days after the Vesting Date.

5. Tax Withholding.

(a) By accepting this Award, if Participant does not otherwise provide cash to the Company sufficient for any sums required to satisfy the federal, state, local and foreign tax withholding obligations of the Company or any Affiliate which arise in connection with the Award (the “Withholding Obligation”) and if the Company does not inform Participant it will satisfy the Withholding Obligation by withholding shares subject to the Award, Participant (A) acknowledges and agrees that he elects to proceed as set forth in Section 5(a)(i) (“Sell to Cover”) to permit Participant to satisfy the Withholding Obligation and that the Withholding Obligation shall be satisfied pursuant to this Section 5(a) to the fullest extent not otherwise satisfied pursuant to the provisions of Section 5(b) hereof and (B) further acknowledges and agrees to the following provisions:

(i) Participant hereby irrevocably appoints Morgan Stanley, or such other registered broker-dealer that is a member of the Financial Industry Regulatory Authority as the Company may select, as Participant’s agent (the “Agent”), and authorizes and directs the Agent to:

(1) Sell on the open market at the then prevailing market price(s), on Participant’s behalf, as soon as practicable on or after the date on which the shares of Common Stock are delivered to Participant pursuant to this Award in connection with the vesting of the RSUs, the number (rounded up to the next whole number) of shares of Common Stock sufficient to generate proceeds to cover (A) the Withholding Obligation arising from the vesting of those RSUs and the related issuance of shares of Common Stock to Participant that is not otherwise satisfied and (B) all applicable fees and commissions due to, or required to be collected by, the Agent with respect thereto;

- (2) Remit directly to the Company and/or any Affiliate the proceeds necessary to satisfy the Withholding Obligation;
- (3) Retain the amount required to cover all applicable fees and commissions due to, or required to be collected by, the Agent, relating directly to the sale of the shares of Common Stock referred to in clause (1) above; and
- (4) Remit any remaining funds to Participant.

(ii) Participant acknowledges that Participant's election to Sell to Cover and the corresponding authorization and instruction to the Agent set forth in this Section 5(a) to sell Common Stock to satisfy the Withholding Obligation is intended to comply with the requirements of Rule 10b5-1(c)(1) under the Securities Exchange Act of 1934 and will be interpreted to comply with the requirements of Rule 10b5-1(c) (Participant's election to Sell to Cover and the provisions of this Section 5(a), collectively, the "**10b5-1 Plan**"). Participant acknowledges that by accepting this Award, Participant is adopting the 10b5-1 Plan to permit Participant to satisfy the Withholding Obligation. Participant hereby authorizes the Company and the Agent to cooperate and communicate with one another to determine the number of shares of Common Stock that must be sold to satisfy the obligations hereunder.

(iii) Participant acknowledges that the Agent is under no obligation to arrange for the sale of Common Stock at any particular price under this 10b5-1 Plan and that the Agent may effect sales as provided in this 10b5-1 Plan in one or more sales and that the average price for executions resulting from bunched orders may be assigned to Participant's account. Participant further acknowledges that Participant will be responsible for all reasonable brokerage fees and other costs of sale associated with this 10b5-1 Plan, and Participant agrees to indemnify and hold the Company harmless from any losses, costs, damages, or expenses relating to any such sale. In addition, Participant acknowledges that it may not be possible to sell shares of Common Stock as provided for in this 10b5-1 Plan due to (i) a legal or contractual restriction applicable to Participant or the Agent, (ii) a market disruption, (iii) a sale effected pursuant to this 10b5-1 Plan that would not comply with the Securities Act or (iv) rules governing order execution priority on the national exchange where the Common Stock may be traded. If the Agent is not able to sell shares of Common Stock, Participant will continue to be responsible for the timely payment to the Company of all Withholding Obligations. In the event the Agent is not able to sell shares of Common Stock, the Company shall satisfy the Withholding Obligation by withholding shares subject to the Award.

(iv) Participant acknowledges that regardless of any other term or condition of this 10b5-1 Plan, the Agent will not be liable to Participant for (A) special, indirect, punitive, exemplary, or consequential damages, or incidental losses or damages of any kind, or (B) any failure to perform or for any delay in performance that results from a cause or circumstance that is beyond its reasonable control.

(v) Participant agrees to execute and deliver to the Agent any other agreements or documents as the Agent reasonably deems necessary or appropriate to carry out the purposes and intent of this 10b5-1 Plan. The Agent is a third-party beneficiary of this Section 5(a) and the terms of this 10b5-1 Plan.

(vi) Participant's election to Sell to Cover and to enter into this 10b5-1 Plan is irrevocable. Upon acceptance of the Award, Participant has elected to Sell to Cover and to enter into this 10b5-1 Plan, and Participant acknowledges that Participant may not change this election at any time in the future. This 10b5-1 Plan shall terminate not later than the date on which the Withholding Obligation arising from the vesting of Participant's RSUs and the related issuance of shares of Common Stock has been satisfied.

(b) Notwithstanding the foregoing, before the time Participant receives a distribution of Common Stock pursuant to this award, the Company may inform Participant that it will satisfy the Withholding Obligation by withholding from the Common Stock issuable to Participant

(c) Unless the Withholding Obligation of the Company and/or any Affiliate are satisfied, the Company shall have no obligation to deliver to Participant any Common Stock.

6. Notwithstanding the foregoing, if Participant ceases to be an Employee, director or Consultant of the Company or of an Affiliate by reason of Disability while Participant is an Employee, director or Consultant of the Company or of an Affiliate, the then unvested portion of the RSUs shall vest as of the date of termination to the extent of a pro rata portion, through the date of Participant's termination of service due to Disability, of the number of Shares that would have vested on the next vesting date had Participant not become Disabled. The proration shall be based upon the number of days in the current vesting period prior to the date of Participant's termination of service due to Disability relative to the total number days in the vesting period.

7. Notwithstanding the foregoing, in the event of the death of Participant while an Employee, director or Consultant of the Company or of an Affiliate, the then unvested portion of the RSUs shall vest as of the date of termination to the extent of a pro rata portion, through the date of death, of the number of shares that would have vested on the next vesting date had Participant not died. The proration shall be based upon the number of days in the current vesting period prior to Participant's date of death relative to the total number of days in the vesting period.

8. Notwithstanding Section 4 and notwithstanding any term in the Participant's employment agreement with the Company, if a Change of Control occurs while Participant is an Employee, director or Consultant of the Company or of an Affiliate, the RSUs shall vest in full on the date of the Change of Control.

Any terms used and not defined herein have the meanings ascribed to such terms in the Plan.

Participant acknowledges receipt of this Notice of Grant of RSUs and agrees to its terms and the terms of the Restricted Stock Unit Agreement attached hereto and the terms of the Plan, each of which is incorporated by reference herein.

THE ONE GROUP HOSPITALITY, INC.

By: /s/ Dimitrios Angelis

Name: Dimitrios Angelis

Title: Chair, Compensation Committee of the Board of Directors

/s/ Emanuel N. Hilario

Emanuel N. Hilario

THE ONE GROUP HOSPITALITY, INC.

**RESTRICTED STOCK UNIT AGREEMENT -
INCORPORATED TERMS AND CONDITIONS**

AGREEMENT made as of the date of grant set forth in the Notice of Grant of Restricted Stock Units (the "Notice", and collectively with the terms contained herein, the "Agreement") between The ONE Group Hospitality, Inc. (the "Company"), a Delaware corporation, and the individual whose name appears on the Notice (the "Participant").

WHEREAS, the Company has adopted The ONE Group Hospitality, Inc. 2019 Equity Incentive Plan (the "Plan"), to promote the interests of the Company by providing an incentive for Employees, directors and Consultants of the Company and its Affiliates;

WHEREAS, pursuant to the provisions of the Plan, the Company desires to grant to the Participant restricted stock units ("RSUs") related to the Company's common stock, par value \$0.0001 per share ("Common Stock"), in accordance with the provisions of the Plan, all on the terms and conditions hereinafter set forth; and

WHEREAS the Company and the Participant understand and agree that any terms used and not defined herein have the meanings ascribed to such terms in the Plan.

NOW, THEREFORE, in consideration of the premises and the mutual covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. **Grant of RSUs.** The Company hereby grants to the Participant the number of RSUs set forth in the Notice which represents a contingent entitlement of the Participant to receive shares of Common Stock, on the terms and conditions and subject to all the limitations set forth herein and in the Plan, which is incorporated herein by reference. The Participant acknowledges receipt of a copy of the Plan.

2. **Vesting of RSUs.**

(a) Subject to the terms and conditions set forth in this Agreement and the Plan, the RSUs shall vest as set forth in the Notice and is subject to the other terms and conditions of this Agreement and the Plan. On the vesting date(s) set forth in the Notice, the Participant shall be entitled to receive such number of shares of Common Stock equivalent to the number of RSUs provided that, on such vesting date, the Participant is a director, Employee or Consultant of the Company or an Affiliate. Such shares of Common Stock shall thereafter be delivered by the Company to the Participant on a date determined by the Company within 60 days of the applicable vesting date and in accordance with this Agreement and the Plan. The purchase price is \$0.0001 per share payable if and when shares of Common Stock are issued by the Company, which payment will be made by the Company on behalf of the Participant as compensation for the Participant's prior service to the Company and which amount will be reported as income on the Participant's W-2 (or other applicable form) in the year of payment.

(b) Except as otherwise set forth in this Agreement or in the Notice, if the Participant ceases to be, for any reason, a director, Employee or Consultant of the Company or an Affiliate (the "Termination") prior to a vesting date set forth in the Notice, then as of the date on which such relationship is terminated with the Participant, all unvested RSUs shall immediately be forfeited to the Company and this Agreement shall terminate and be of no further force or effect.

3. **Prohibitions on Transfer and Sale.** The RSUs (including any additional RSUs received by the Participant as a result of stock dividends, stock splits or any other similar transaction affecting the Company's securities without receipt of consideration) shall not be transferable by the Participant otherwise than (i) by will or by the laws of descent and distribution, or (ii) pursuant to a qualified domestic relations order as defined by the Internal Revenue Code or Title I of the Employee Retirement Income Security Act or the rules thereunder. Except as provided in the previous sentence, the shares of Common Stock to be issued pursuant to this Agreement shall be issued, during the Participant's lifetime, only to the Participant (or, in the event of legal incapacity or incompetence, to the Participant's guardian or representative). The RSUs shall not be assigned, pledged or hypothecated in any way (whether by operation of law or otherwise) and shall not be subject to execution, attachment or similar process. Any attempted transfer, assignment, pledge, hypothecation or other disposition of the RSUs or of any rights granted hereunder contrary to the provisions of this Section 3, or the levy of any attachment or similar process upon the RSUs shall be null and void.

4. Adjustments. The Plan contains provisions covering the treatment of RSUs and shares of Common Stock in a number of contingencies such as stock splits. Provisions in the Plan for adjustment with respect to the RSUs and the related provisions with respect to successors to the business of the Company are hereby made applicable hereunder and are incorporated herein by reference.

5. Securities Law Compliance. The Participant specifically acknowledges and agrees that any sales of shares of Common Stock shall be made in accordance with the requirements of the Securities Act of 1933, as amended. The Company currently has an effective registration statement on file with the Securities and Exchange Commission with respect to the Common Stock to be granted hereunder. The Company intends to maintain this registration statement but has no obligation to do so. If the registration statement ceases to be effective for any reason or there is a restriction under foreign law, a Participant will not be able to transfer or sell any of the shares of Common Stock issued to the Participant pursuant to this Agreement unless exemptions from registration or filings under applicable securities laws are available. Furthermore, despite registration, applicable securities laws may restrict the ability of the Participant to resell his or her Common Stock, including due to the Participant's affiliation with the Company. The Company shall not be obligated to either issue the Common Stock or permit the resale of any shares of Common Stock if such issuance or resale would violate any applicable securities law, rule or regulation.

6. Rights as a Stockholder. The Participant shall have no right as a stockholder, including voting and dividend rights, with respect to the RSUs subject to this Agreement.

7. Incorporation of the Plan. The Participant specifically understands and agrees that the RSUs and the shares of Common Stock to be issued under the Plan will be issued to the Participant pursuant to the Plan, a copy of which Plan the Participant acknowledges he or she has read and understands and by which Plan he or she agrees to be bound. The provisions of the Plan are incorporated herein by reference.

8. Tax Liability of the Participant and Payment of Taxes. The Participant acknowledges and agrees that any income or other taxes due from the Participant with respect to the RSUs or the shares of Common Stock to be issued pursuant to this Agreement or otherwise sold shall be the Participant's responsibility. Without limiting the foregoing, the Participant agrees that if under applicable law the Participant will owe taxes at each vesting date on the portion of the RSUs then vested the Company shall be entitled to payment from the Participant of the amount of any tax required to be withheld by the Company. Any taxes due shall be paid, at the option of the Company as follows:

(a) through reducing the number of shares of Common Stock entitled to be issued to the Participant on the applicable vesting date in an amount equal to the amount of minimum withholding tax due and payable by the Company. Fractional shares will not be retained to satisfy any portion of the withholding tax. Accordingly, the Participant agrees that in the event that the amount of withholding tax owed would result in a fraction of a share being owed, that amount will be satisfied by withholding the fractional amount from the Participant's paycheck;

(b) requiring the Participant to deposit with the Company an amount of cash equal to the amount determined by the Company to be required with respect to the statutory minimum of the Participant's estimated total federal, state and local tax obligations or otherwise withholding from the Participant's paycheck an amount equal to the withholding tax due and payable; or

(c) if the Company believes that the sale of shares can be made in compliance with applicable securities laws, authorizing, at a time when the Participant is not in possession of material nonpublic information, the sale by the Participant on the applicable vesting date of such number of shares of Common Stock as the Company instructs a registered broker to sell to satisfy the Company's withholding obligation, after deduction of the broker's commission, and the broker shall be required to remit to the Company the cash necessary in order for the Company to satisfy its withholding obligation. To the extent the proceeds of such sale exceed the Company's tax withholding obligation the Company agrees to pay such excess cash to the Participant as soon as practicable. In addition, if such sale is not sufficient to pay the Company's tax withholding obligation the Participant agrees to pay to the Company as soon as practicable, including through additional payroll withholding, the amount of any tax withholding obligation that is not satisfied by the sale of shares of Common Stock. The Participant agrees to hold the Company and the broker harmless from all costs, damages or expenses relating to any such sale. The Participant acknowledges that the Company and the broker are under no obligation to arrange for such sale at any particular price. In connection with such sale of shares of Common Stock, the Participant shall execute any such documents requested by the broker in order to effectuate the sale of shares of Common Stock and payment of the withholding obligation to the Company. The Participant acknowledges that this paragraph is intended to comply with Section 10b5-1(c)(1)(i) (B) under the Exchange Act.

The Company shall not deliver any shares of Common Stock to the Participant until it is satisfied that all required withholdings have been made.

9. Participant Acknowledgements and Authorizations

The Participant acknowledges the following:

(a) The Company is not by the Plan or this Agreement obligated to continue the Participant as an Employee, director or Consultant of the Company or of an Affiliate.

(b) The Plan is discretionary in nature and may be suspended or terminated by the Company at any time.

(c) The grant of RSUs is considered a one-time benefit and does not create a contractual or other right to receive any other award under the Plan, benefits in lieu of awards or any other benefits in the future.

(d) The Plan is a voluntary program of the Company and future awards, if any, will be at the sole discretion of the Company, including, but not limited to, the timing of any grant, the amount of any award, vesting provisions and the purchase price, if any.

(e) The value of the RSUs is an extraordinary item of compensation outside of the scope of any employment or service. As such, the RSUs are not part of normal or expected compensation for purposes of calculating any severance, resignation, redundancy, end of service payments, bonuses, long-service awards, pension or retirement benefits or similar payments. The future value of the shares of Common Stock is unknown and cannot be predicted with certainty.

(f) The Participant (i) authorizes the Company and its Affiliates or, if the Participant is not employed by the Company or an Affiliate, his or her employer, to furnish the Company and its Affiliates (and any agent administering the Plan or providing recordkeeping services) with such information and data as it shall request in order to facilitate the grant of the RSUs, the issuance of the shares of Common Stock underlying the RSUs, and the administration of the Plan, (ii) waives any data privacy rights he or she may have with respect to such information or the sharing of such information, and (iii) authorizes the Company and its Affiliates to store and transmit such information in electronic form.

10. Notices. Any notices required or permitted by the terms of this Agreement or the Plan shall be given by recognized courier service, facsimile, registered or certified mail, return receipt requested, addressed as follows:

If to the Company:

The ONE Group Hospitality, Inc.
1624 Market St., Suite 311
Denver, CO 80202
Attention: Corporate Secretary

If to the Participant at the address set forth on the Notice or to such other address or addresses of which notice in the same manner has previously been given. Any such notice shall be deemed to have been given on the earliest of receipt, one business day following delivery by the sender to a recognized courier service, or three business days following mailing by registered or certified mail.

11. Assignment and Successors.

(a) This Agreement is personal to the Participant and without the prior written consent of the Company shall not be assignable by the Participant otherwise than by will or the laws of descent and distribution. This Agreement shall inure to the benefit of and be enforceable by the Participant's legal representatives.

(b) This Agreement shall inure to the benefit of and be binding upon the Company and its successors and assigns.

12. Governing Law. This Agreement shall be construed and enforced in accordance with the laws of the Delaware, without giving effect to the conflict of law principles thereof. For the purpose of litigating any dispute that arises under this Agreement, whether at law or in equity, the parties hereby consent to exclusive jurisdiction in the state of Colorado and agree that such litigation shall be conducted in the state courts for the state of Colorado or the federal courts of the United States for the District of Colorado.

13. Severability. If any provision of this Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, then such provision or provisions shall be modified to the extent necessary to make such provision valid and enforceable, and to the extent that this is impossible, then such provision shall be deemed to be excised from this Agreement, and the validity, legality and enforceability of the rest of this Agreement shall not be affected thereby.

14. Entire Agreement. This Agreement, together with the Plan, constitutes the entire agreement and understanding between the parties hereto with respect to the subject matter hereof and supersedes all prior oral or written agreements and understandings relating to the subject matter hereof. No statement, representation, warranty, covenant or agreement not expressly set forth in this Agreement shall affect or be used to interpret, change or restrict the express terms and provisions of this Agreement provided, however, in any event, this Agreement shall be subject to and governed by the Plan.

15. Modifications and Amendments; Waivers and Consents. The terms and provisions of this Agreement may be modified or amended as provided in the Plan. Except as provided in the Plan, the terms and provisions of this Agreement may be waived, or consent for the departure therefrom granted, only by written document executed by the party entitled to the benefits of such terms or provisions. No such waiver or consent shall be deemed to be or shall constitute a waiver or consent with respect to any other terms or provisions of this Agreement, whether or not similar. Each such waiver or consent shall be effective only in the specific instance and for the purpose for which it was given, and shall not constitute a continuing waiver or consent.

16. Section 409A. The RSUs evidenced by this Agreement are intended to be exempt from the nonqualified deferred compensation rules of Section 409A of the Code because (A) all payments with respect to the RSUs will be subject to a "substantial risk of forfeiture" (as that term is used in the final regulations and other guidance issued under Section 409A of the Code, including Treasury Regulation Section 1.409A-1(d)(1)) until the earlier of (i) the Vesting Date, as defined in the Notice, (ii) the death or Disability of the Participant, (iii) a Change of Control in which the RSUs are not assumed or substituted on an equitable basis by a successor entity, or (iv) termination of the Participant's service not for Cause or by the Participant for Good Reason within one year of a Change of Control; and (B) in each case payment shall occur promptly after such substantial risk of forfeiture lapses and in any event within the "short term deferral" period (as that term is used in the final regulations and other guidance issued under Section 409A of the Code, including Treasury Regulation Section 1.409A-1(b)(4)(i)). The Notice and this Agreement shall be construed accordingly.

THE ONE GROUP HOSPITALITY, INC.

Notice of Grant of Restricted Stock Units (“RSUs”) for Employees, Directors and Consultants
 under the Company’s
 2019 Equity Incentive Plan (the “Plan”)

1. Name and Address of “Participant”: Emanuel N. Hilario
 5880 South Clayton Court
 Greenwood Village, Colorado 80121
2. Date of Grant of RSUs: September 2, 2022
3. Shares of Common Stock underlying RSUs: 500,000
4. *Vesting; Settlement.* The RSUs are subject to forfeiture if the performance criteria specified in Section 4(a) of this notice of award (this “Notice”) are not met. Any RSUs not forfeited will vest and be settled as set forth below.

(a) *Earned RSUs; Vesting.* The RSUs shall be earned (the “Earned RSUs”) on the date that the daily volume-weighted average price (“VWAP”) of the shares of the Company’s Common Stock for any consecutive 20 days in the calculation period specified below (each, a “Calculation Period”) equals or exceeds the target VWAP for such Calculation Period (the “VWAP Target”).

Calculation Period	VWAP Target	Aggregate Earned RSUs if VWAP Target Met
8/31/2022-8/30/2023	\$8.22	125,000
8/31/2023-8/30/2024	\$9.46	250,000
8/31/2024-8/30/2025	\$10.87	375,000
8/31/2025-8/30/2026	\$12.51	500,000

RSUs that are not earned in a Calculation Period may be earned in a subsequent Calculation Period if the VWAP Target for that Calculation Period is met. Any RSUs not earned at August 30, 2026 are forfeited. For example, if the VWAP Target were met only in the third calculation period, Earned RSUs would be 375,000 shares. RSUs that are Earned RSUs with respect to a current or prior Calculation Period shall vest on the date they are earned.

If a VWAP Target is met for a future Calculation Period, the RSUs that may be earned in that future Calculation Period will immediately become Earned RSUs that will then vest ratably based on Participant’s continued employment at the end of subsequent Calculation Periods. For example, if the VWAP Target for the fourth Calculation Period is met in the first Calculation Period: 125,000 RSUs would be Earned RSUs and would vest on the date the Company first exceeds the first VWAP Target; and 125,000 RSUs would vest on each of August 30, 2024, 2025 and 2026.

(b) *Settlement of Earned RSUs.* There is no obligation for the Company to make payments or distributions with respect to RSUs except, subject to the terms and conditions of this Notice, the issuance of Shares to settle Earned RSUs. Subject to Participant’s continued employment with the Company through the date Earned RSUs vest, as provided in Section 4(a) (the “Vesting Date”), and subject to such conditions, restrictions and contingencies as the Committee determines, Earned RSUs shall be settled as soon as practicable, but in no event later than 60 days after the applicable Vesting Date (each date of settlement, a “Settlement Date”). Notwithstanding the foregoing, the payment dates set forth in this Section 4(b) have been specified for the purpose of complying with the short-term deferral exception under Code Section 409A, and to the extent payments are made during the periods permitted under Code Section 409A (including applicable periods before or after the specified payment dates set forth in this Section 4(c)), the Company shall be deemed to have satisfied its obligations under the Plan and shall be deemed not to be in breach of its payment obligations hereunder.

5. Tax Withholding.

(a) By accepting this Award, if Participant does not otherwise provide cash to the Company sufficient for any sums required to satisfy the federal, state, local and foreign tax withholding obligations of the Company or any Affiliate which arise in connection with the Award (the “**Withholding Obligation**”) and if the Company does not inform Participant it will satisfy the Withholding Obligation by withholding shares subject to the Award, Participant (A) acknowledges and agrees that he elects to proceed as set forth in Section 5(a)(i) (“**Sell to Cover**”) to permit Participant to satisfy the Withholding Obligation and that the Withholding Obligation shall be satisfied pursuant to this Section 5(a) to the fullest extent not otherwise satisfied pursuant to the provisions of Section 5(b) hereof and (B) further acknowledges and agrees to the following provisions:

(i) Participant hereby irrevocably appoints Morgan Stanley, or such other registered broker-dealer that is a member of the Financial Industry Regulatory Authority as the Company may select, as Participant’s agent (the “**Agent**”), and authorizes and directs the Agent to:

(1) Sell on the open market at the then prevailing market price(s), on Participant’s behalf, as soon as practicable on or after the date on which the shares of Common Stock are delivered to Participant pursuant to this Award in connection with the vesting of the RSUs, the number (rounded up to the next whole number) of shares of Common Stock sufficient to generate proceeds to cover (A) the Withholding Obligation arising from the vesting of those RSUs and the related issuance of shares of Common Stock to Participant that is not otherwise satisfied and (B) all applicable fees and commissions due to, or required to be collected by, the Agent with respect thereto;

(2) Remit directly to the Company and/or any Affiliate the proceeds necessary to satisfy the Withholding Obligation;

(3) Retain the amount required to cover all reasonable applicable fees and commissions due to, or required to be collected by, the Agent, relating directly to the sale of the shares of Common Stock referred to in clause (1) above; and

(4) Remit any remaining funds to Participant.

(ii) Participant acknowledges that Participant’s election to Sell to Cover and the corresponding authorization and instruction to the Agent set forth in this Section 5(a) to sell Common Stock to satisfy the Withholding Obligation is intended to comply with the requirements of Rule 10b5-1(c)(1) under the Securities Exchange Act of 1934 and will be interpreted to comply with the requirements of Rule 10b5-1(c) (Participant’s election to Sell to Cover and the provisions of this Section 5(a), collectively, the “**10b5-1 Plan**”). Participant acknowledges that by accepting this Award, Participant is adopting the 10b5-1 Plan to permit Participant to satisfy the Withholding Obligation. Participant hereby authorizes the Company and the Agent to cooperate and communicate with one another to determine the number of shares of Common Stock that must be sold to satisfy the obligations hereunder.

(iii) Participant acknowledges that the Agent is under no obligation to arrange for the sale of Common Stock at any particular price under this 10b5-1 Plan and that the Agent may effect sales as provided in this 10b5-1 Plan in one or more sales and that the average price for executions resulting from bunched orders may be assigned to Participant's account. Participant further acknowledges that Participant will be responsible for all reasonable brokerage fees and other costs of sale associated with this 10b5-1 Plan, and Participant agrees to indemnify and hold the Company harmless from any losses, costs, damages, or expenses relating to any such sale. In addition, Participant acknowledges that it may not be possible to sell shares of Common Stock as provided for in this 10b5-1 Plan due to (i) a legal or contractual restriction applicable to Participant or the Agent, (ii) a market disruption, (iii) a sale effected pursuant to this 10b5-1 Plan that would not comply with the Securities Act or (iv) rules governing order execution priority on the national exchange where the Common Stock may be traded. If the Agent is not able to sell shares of Common Stock, Participant will continue to be responsible for the timely payment to the Company of all Withholding Obligations. In the event the Agent is not able to sell shares of Common Stock, the Company shall satisfy the Withholding Obligation by withholding shares subject to the Award.

(iv) Participant acknowledges that regardless of any other term or condition of this 10b5-1 Plan, the Agent will not be liable to Participant for (A) special, indirect, punitive, exemplary, or consequential damages, or incidental losses or damages of any kind, or (B) any failure to perform or for any delay in performance that results from a cause or circumstance that is beyond its reasonable control.

(v) Participant agrees to execute and deliver to the Agent any other agreements or documents as the Agent reasonably deems necessary or appropriate to carry out the purposes and intent of this 10b5-1 Plan. The Agent is a third-party beneficiary of this Section 5(a) and the terms of this 10b5-1 Plan.

(vi) Participant's election to Sell to Cover and to enter into this 10b5-1 Plan is irrevocable. Upon acceptance of the Award, Participant has elected to Sell to Cover and to enter into this 10b5-1 Plan, and Participant acknowledges that Participant may not change this election at any time in the future. This 10b5-1 Plan shall terminate not later than the date on which the Withholding Obligation arising from the vesting of Participant's RSUs and the related issuance of shares of Common Stock has been satisfied.

(b) Notwithstanding the foregoing, before the time Participant receives a distribution of Common Stock pursuant to this award, the Company may inform Participant that it will satisfy the Withholding Obligation by withholding from the Common Stock issuable to Participant

(c) Unless the Withholding Obligation of the Company and/or any Affiliate are satisfied, the Company shall have no obligation to deliver to Participant any Common Stock.

6. Notwithstanding the foregoing, if Participant ceases to be an Employee, director or Consultant of the Company or of an Affiliate by reason of Disability while Participant is an Employee, director or Consultant of the Company or of an Affiliate, (a) RSUs that are not Earned RSUs will terminate and (b) the then unvested portion of any Earned RSUs shall vest as of the date of termination to the extent of a pro rata portion, through the date of Participant's termination of service due to Disability, of the number of Shares that would have vested on the next vesting date had Participant not become Disabled. The proration shall be based upon the number of days in the current vesting period prior to the date of Participant's termination of service due to Disability relative to the total number days in the vesting period.

7. Notwithstanding the foregoing, in the event of the death of Participant while an Employee, director or Consultant of the Company or of an Affiliate, (a) RSUs that are not Earned RSUs will terminate and (b) the then unvested portion of any Earned RSUs shall vest as of the date of termination to the extent of a pro rata portion, through the date of death, of the number of shares that would have vested on the next vesting date had Participant not died. The proration shall be based upon the number of days in the current vesting period prior to Participant's date of death relative to the total number of days in the vesting period.

8. Notwithstanding Section 4 and notwithstanding any term in the Participant's employment agreement with the Company, if a Change of Control occurs while Participant is an Employee, director or Consultant of the Company or of an Affiliate, the RSUs shall vest in full on the date of the Change of Control.

Any terms used and not defined herein have the meanings ascribed to such terms in the Plan.

Participant acknowledges receipt of this Notice of Grant of RSUs and agrees to its terms and the terms of the Restricted Stock Unit Agreement attached hereto and the terms of the Plan, each of which is incorporated by reference herein.

THE ONE GROUP HOSPITALITY, INC.

By: /s/ Dimitrios Angelis
Name: Dimitrios Angelis
Title: Chair, Compensation Committee of the Board of Directors

/s/ Emanuel N. Hilario
Emanuel N. Hilario

THE ONE GROUP HOSPITALITY, INC.

**RESTRICTED STOCK UNIT AGREEMENT -
INCORPORATED TERMS AND CONDITIONS**

AGREEMENT made as of the date of grant set forth in the Notice of Grant of Restricted Stock Units (the "Notice," and collectively with the terms contained herein, the "Agreement") between The ONE Group Hospitality, Inc. (the "Company"), a Delaware corporation, and the individual whose name appears on the Notice (the "Participant").

WHEREAS, the Company has adopted The ONE Group Hospitality, Inc. 2019 Equity Incentive Plan (the "Plan"), to promote the interests of the Company by providing an incentive for Employees, directors and Consultants of the Company and its Affiliates;

WHEREAS, pursuant to the provisions of the Plan, the Company desires to grant to the Participant restricted stock units ("RSUs") related to the Company's common stock, par value \$0.0001 per share ("Common Stock"), in accordance with the provisions of the Plan, all on the terms and conditions hereinafter set forth; and

WHEREAS the Company and the Participant understand and agree that any terms used and not defined herein have the meanings ascribed to such terms in the Plan.

NOW, THEREFORE, in consideration of the premises and the mutual covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. **Grant of RSUs.** The Company hereby grants to the Participant the number of RSUs set forth in the Notice which represents a contingent entitlement of the Participant to receive shares of Common Stock, on the terms and conditions and subject to all the limitations set forth herein and in the Plan, which is incorporated herein by reference. The Participant acknowledges receipt of a copy of the Plan.

2. **Vesting of RSUs.**

(a) Subject to the terms and conditions set forth in this Agreement and the Plan, the RSUs shall vest as set forth in the Notice and is subject to the other terms and conditions of this Agreement and the Plan. On the vesting date(s) set forth in the Notice, the Participant shall be entitled to receive such number of shares of Common Stock equivalent to the number of RSUs provided that, on such vesting date, the Participant is a director, Employee or Consultant of the Company or an Affiliate. Such shares of Common Stock shall thereafter be delivered by the Company to the Participant on a date determined by the Company within 60 days of the applicable vesting date and in accordance with this Agreement and the Plan. The purchase price is \$0.0001 per share payable if and when shares of Common Stock are issued by the Company, which payment will be made by the Company on behalf of the Participant as compensation for the Participant's prior service to the Company and which amount will be reported as income on the Participant's W-2 (or other applicable form) in the year of payment.

(b) Except as otherwise set forth in this Agreement or in the Notice, if the Participant ceases to be, for any reason, a director, Employee or Consultant of the Company or an Affiliate (the "Termination") prior to a vesting date set forth in the Notice, then as of the date on which such relationship is terminated with the Participant, all unvested RSUs shall immediately be forfeited to the Company and this Agreement shall terminate and be of no further force or effect.

3. **Prohibitions on Transfer and Sale.** The RSUs (including any additional RSUs received by the Participant as a result of stock dividends, stock splits or any other similar transaction affecting the Company's securities without receipt of consideration) shall not be transferable by the Participant otherwise than (i) by will or by the laws of descent and distribution, or (ii) pursuant to a qualified domestic relations order as defined by the Internal Revenue Code or Title I of the Employee Retirement Income Security Act or the rules thereunder. Except as provided in the previous sentence, the shares of Common Stock to be issued pursuant to this Agreement shall be issued, during the Participant's lifetime, only to the Participant (or, in the event of legal incapacity or incompetence, to the Participant's guardian or representative). The RSUs shall not be assigned, pledged or hypothecated in any way (whether by operation of law or otherwise) and shall not be subject to execution, attachment or similar process. Any attempted transfer, assignment, pledge, hypothecation or other disposition of the RSUs or of any rights granted hereunder contrary to the provisions of this Section 3, or the levy of any attachment or similar process upon the RSUs shall be null and void.

4. Adjustments. The Plan contains provisions covering the treatment of RSUs and shares of Common Stock in a number of contingencies such as stock splits. Provisions in the Plan for adjustment with respect to the RSUs and the related provisions with respect to successors to the business of the Company are hereby made applicable hereunder and are incorporated herein by reference.

5. Securities Law Compliance. The Participant specifically acknowledges and agrees that any sales of shares of Common Stock shall be made in accordance with the requirements of the Securities Act of 1933, as amended. The Company currently has an effective registration statement on file with the Securities and Exchange Commission with respect to the Common Stock to be granted hereunder. The Company intends to maintain this registration statement but has no obligation to do so. If the registration statement ceases to be effective for any reason or there is a restriction under foreign law, a Participant will not be able to transfer or sell any of the shares of Common Stock issued to the Participant pursuant to this Agreement unless exemptions from registration or filings under applicable securities laws are available. Furthermore, despite registration, applicable securities laws may restrict the ability of the Participant to resell his or her Common Stock, including due to the Participant's affiliation with the Company. The Company shall not be obligated to either issue the Common Stock or permit the resale of any shares of Common Stock if such issuance or resale would violate any applicable securities law, rule or regulation.

6. Rights as a Stockholder. The Participant shall have no right as a stockholder, including voting and dividend rights, with respect to the RSUs subject to this Agreement; provided, however, that Participant shall have dividend rights for Earned RSUs for future Calculation Periods where the VWAP Target has been met for one or more future Calculation Periods, such that dividends will accrue on Earned RSUs for such future Calculation Periods and shall be paid when and if those Earned RSUs vest and are settled.

7. Incorporation of the Plan. The Participant specifically understands and agrees that the RSUs and the shares of Common Stock to be issued under the Plan will be issued to the Participant pursuant to the Plan, a copy of which Plan the Participant acknowledges he or she has read and understands and by which Plan he or she agrees to be bound. The provisions of the Plan are incorporated herein by reference.

8. Tax Liability of the Participant and Payment of Taxes. The Participant acknowledges and agrees that any income or other taxes due from the Participant with respect to the RSUs or the shares of Common Stock to be issued pursuant to this Agreement or otherwise sold shall be the Participant's responsibility. Without limiting the foregoing, the Participant agrees that if under applicable law the Participant will owe taxes at each vesting date on the portion of the RSUs then vested the Company shall be entitled to payment from the Participant of the amount of any tax required to be withheld by the Company. Any taxes due shall be paid, at the option of the Company as follows:

(a) through reducing the number of shares of Common Stock entitled to be issued to the Participant on the applicable vesting date in an amount equal to the amount of minimum withholding tax due and payable by the Company. Fractional shares will not be retained to satisfy any portion of the withholding tax. Accordingly, the Participant agrees that in the event that the amount of withholding tax owed would result in a fraction of a share being owed, that amount will be satisfied by withholding the fractional amount from the Participant's paycheck;

(b) requiring the Participant to deposit with the Company an amount of cash equal to the amount determined by the Company to be required with respect to the statutory minimum of the Participant's estimated total federal, state and local tax obligations or otherwise withholding from the Participant's paycheck an amount equal to the withholding tax due and payable; or

(c) if the Company believes that the sale of shares can be made in compliance with applicable securities laws, authorizing, at a time when the Participant is not in possession of material nonpublic information, the sale by the Participant on the applicable vesting date of such number of shares of Common Stock as the Company instructs a registered broker to sell to satisfy the Company's withholding obligation, after deduction of the broker's commission, and the broker shall be required to remit to the Company the cash necessary in order for the Company to satisfy its withholding obligation. To the extent the proceeds of such sale exceed the Company's tax withholding obligation the Company agrees to pay such excess cash to the Participant as soon as practicable. In addition, if such sale is not sufficient to pay the Company's tax withholding obligation the Participant agrees to pay to the Company as soon as practicable, including through additional payroll withholding, the amount of any tax withholding obligation that is not satisfied by the sale of shares of Common Stock. The Participant agrees to hold the Company and the broker harmless from all costs, damages or expenses relating to any such sale. The Participant acknowledges that the Company and the broker are under no obligation to arrange for such sale at any particular price. In connection with such sale of shares of Common Stock, the Participant shall execute any such documents requested by the broker in order to effectuate the sale of shares of Common Stock and payment of the withholding obligation to the Company. The Participant acknowledges that this paragraph is intended to comply with Section 10b5-1(c)(1)(i) (B) under the Exchange Act.

The Company shall not deliver any shares of Common Stock to the Participant until it is satisfied that all required withholdings have been made.

9. Participant Acknowledgements and Authorizations

The Participant acknowledges the following:

(a) The Company is not by the Plan or this Agreement obligated to continue the Participant as an Employee, director or Consultant of the Company or of an Affiliate.

(b) The Plan is discretionary in nature and may be suspended or terminated by the Company at any time.

(c) The grant of RSUs is considered a one-time benefit and does not create a contractual or other right to receive any other award under the Plan, benefits in lieu of awards or any other benefits in the future.

(d) The Plan is a voluntary program of the Company and future awards, if any, will be at the sole discretion of the Company, including, but not limited to, the timing of any grant, the amount of any award, vesting provisions and the purchase price, if any.

(e) The value of the RSUs is an extraordinary item of compensation outside of the scope of any employment or service. As such, the RSUs are not part of normal or expected compensation for purposes of calculating any severance, resignation, redundancy, end of service payments, bonuses, long-service awards, pension or retirement benefits or similar payments. The future value of the shares of Common Stock is unknown and cannot be predicted with certainty.

(f) The Participant (i) authorizes the Company and its Affiliates or, if the Participant is not employed by the Company or an Affiliate, his or her employer, to furnish the Company and its Affiliates (and any agent administering the Plan or providing recordkeeping services) with such information and data as it shall request in order to facilitate the grant of the RSUs, the issuance of the shares of Common Stock underlying the RSUs, and the administration of the Plan, (ii) waives any data privacy rights he or she may have with respect to such information or the sharing of such information, and (iii) authorizes the Company and its Affiliates to store and transmit such information in electronic form.

10. Notices. Any notices required or permitted by the terms of this Agreement or the Plan shall be given by recognized courier service, facsimile, registered or certified mail, return receipt requested, addressed as follows:

If to the Company:

The ONE Group Hospitality, Inc.
1624 Market St., Suite 311
Denver, CO 80202
Attention: Corporate Secretary

If to the Participant at the address set forth on the Notice or to such other address or addresses of which notice in the same manner has previously been given. Any such notice shall be deemed to have been given on the earliest of receipt, one business day following delivery by the sender to a recognized courier service, or three business days following mailing by registered or certified mail.

11. Assignment and Successors.

(a) This Agreement is personal to the Participant and without the prior written consent of the Company shall not be assignable by the Participant otherwise than by will or the laws of descent and distribution. This Agreement shall inure to the benefit of and be enforceable by the Participant's legal representatives.

(b) This Agreement shall inure to the benefit of and be binding upon the Company and its successors and assigns.

12. Governing Law. This Agreement shall be construed and enforced in accordance with the laws of the Delaware, without giving effect to the conflict of law principles thereof. For the purpose of litigating any dispute that arises under this Agreement, whether at law or in equity, the parties hereby consent to exclusive jurisdiction in the state of Colorado and agree that such litigation shall be conducted in the state courts for the state of Colorado or the federal courts of the United States for the District of Colorado.

13. Severability. If any provision of this Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, then such provision or provisions shall be modified to the extent necessary to make such provision valid and enforceable, and to the extent that this is impossible, then such provision shall be deemed to be excised from this Agreement, and the validity, legality and enforceability of the rest of this Agreement shall not be affected thereby.

14. Entire Agreement. This Agreement, together with the Plan, constitutes the entire agreement and understanding between the parties hereto with respect to the subject matter hereof and supersedes all prior oral or written agreements and understandings relating to the subject matter hereof. No statement, representation, warranty, covenant or agreement not expressly set forth in this Agreement shall affect or be used to interpret, change or restrict the express terms and provisions of this Agreement provided, however, in any event, this Agreement shall be subject to and governed by the Plan.

15. Modifications and Amendments; Waivers and Consents. The terms and provisions of this Agreement may be modified or amended as provided in the Plan. Except as provided in the Plan, the terms and provisions of this Agreement may be waived, or consent for the departure therefrom granted, only by written document executed by the party entitled to the benefits of such terms or provisions. No such waiver or consent shall be deemed to be or shall constitute a waiver or consent with respect to any other terms or provisions of this Agreement, whether or not similar. Each such waiver or consent shall be effective only in the specific instance and for the purpose for which it was given, and shall not constitute a continuing waiver or consent.

16. Section 409A. The RSUs evidenced by this Agreement are intended to be exempt from the nonqualified deferred compensation rules of Section 409A of the Code because (A) all payments with respect to the RSUs will be subject to a "substantial risk of forfeiture" (as that term is used in the final regulations and other guidance issued under Section 409A of the Code, including Treasury Regulation Section 1.409A-1(d)(1)) until the earlier of (i) the Vesting Date, as defined in the Notice, (ii) the death or Disability of the Participant, (iii) a Change of Control in which the RSUs are not assumed or substituted on an equitable basis by a successor entity, or (iv) termination of the Participant's service not for Cause or by the Participant for Good Reason within one year of a Change of Control; and (B) in each case payment shall occur promptly after such substantial risk of forfeiture lapses and in any event within the "short term deferral" period (as that term is used in the final regulations and other guidance issued under Section 409A of the Code, including Treasury Regulation Section 1.409A-1(b)(4)(i)). The Notice and this Agreement shall be construed accordingly.