

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 28, 2026**



HF FOODS GROUP INC.

(Exact name of registrant as specified in its charter)

Delaware
(State or other jurisdiction of
incorporation)

001-38180
(Commission
File No.)

81-2717873
(IRS Employer
Identification No.)

6325 South Rainbow Boulevard, Suite 420
Las Vegas, Nevada
(Address of principal executive offices)

89118
(Zip Code)

Registrant's telephone number, including area code: **(888) 905-0998**

Not Applicable

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

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

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

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

Title of each class	Trading Symbol	Name of each exchange on which registered
Common Stock, \$0.0001 par value	HFFG	Nasdaq Capital Market
Preferred Share Purchase Rights	N/A	Nasdaq Capital Market

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

Emerging growth company ☐

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

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

On September 28, 2026, HF Foods Group Inc. (the "Company") entered into an amended and restated employment agreement with Felix Lin, the Company's Chief Executive Officer (the "CEO Employment Agreement Amendment"). Additionally, on September 28, 2026, the Company entered into employment agreements with Paul McGarry, the Company's Chief Financial Officer, and Christine Chang, the Company's Chief Administrative Officer (collectively, the "CFO and CAO Employment Agreements"). The CEO Employment Agreement Amendment provides that (i) non-renewal by the Company will constitute a qualifying termination entitling Mr. Lin to severance benefits and (ii) the pro-rata current year bonus eligibility date in the event of a qualifying termination is changed from June 30 to March 31. The CFO and CAO Employment Agreements provide that each executive's prior compensation terms remain unchanged and that the agreements otherwise mirror the full terms of the CEO Employment Agreement, as amended, except that the initial term of each of the CFO and CAO Employment Agreements is one year.

Also, on September 28, 2026, the Compensation Committee of the Board of Directors of the Company approved (i) an amended and restated Severance Plan (the "Severance Plan Amendment") to include target bonus in severance benefits for the Chief Executive Officer and (ii) amendments to the forms of Restricted Stock Unit ("RSU") and Performance Share Unit ("PSU") awards agreements under the 2018 Omnibus Incentive Plan (the "Plan"), and amendments to currently outstanding RSU and PSU awards under the Plan (collectively, the "Equity Award Amendments"). The Equity Award Amendments (i) modify the vesting date on RSU and PSU grants from April 15 to March 17, (ii) increase the change in control protection period from 12 months to 24 months, (iii) provide for full acceleration of unvested awards upon death or disability, and (iv) provide for pro-rata PSU payment at the end of a performance period based on actual performance upon a qualifying non-change in control termination.

The foregoing descriptions do not purport to be complete and are qualified in their entirety by reference to the full text of the CEO Employment Agreement Amendment, each of the CFO and CAO Employment Agreements, the Severance Plan Amendment and the Equity Award Amendments, copies of which are filed as Exhibits 10.1 through 10.6 to this Current Report on Form 8-K and are incorporated herein by reference.

Item 9.01. Financial Statements and Exhibits.

Exhibit No.	Description
10.1†	Amended and Restated Employment Agreement between HF Foods Group Inc. and Xi Lin, effective as of September 28, 2026.
10.2†	Employment Agreement between HF Foods Group Inc. and Paul McGarry, effective as of September 28, 2026.
10.3†	Employment Agreement between HF Foods Group Inc. and Christine Chang, effective as of September 28, 2026.
10.4†	Amended and Restated HF Foods Group Inc. Severance Plan, dated September 28, 2026.
10.5†	Form of 2018 Omnibus Equity Incentive Plan Restricted Stock Unit Amended and Restated Awards Agreement.
10.6†	Form of 2018 Omnibus Equity Incentive Plan Performance Share Unit Amended and Restated Awards Agreement.
104	Cover Page Interactive Data File (embedded within the Inline XBRL document)

† Indicates a management contract or compensatory plan or arrangement.

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.

HF FOODS GROUP INC.

Date: October 2, 2026

/s/ Paul McGarry
Paul McGarry
Chief Financial Officer

**AMENDED AND RESTATED
EMPLOYMENT AGREEMENT FOR FELIX LIN**

THIS AMENDED AND RESTATED EMPLOYMENT AGREEMENT (this “Agreement”) is entered into by and between HF Foods Group Inc. (the “Company”) and Felix Lin (the “Executive”) effective as of September 28, 2026 (the “Amendment Effective Date”). WHEREAS, the Company employs the Executive as its Chief Executive Officer and desires to continue to employ the Executive in that capacity, under the terms of this Agreement, and the Executive desires to continue to serve in such capacity on behalf of the Company; and

WHEREAS, on January 1, 2025, the Company entered into that certain Employment Agreement with the Executive (the “Prior Employment Agreement”) and on July 7, 2025, the Company and the Executive entered into that certain participation letter agreement, as supplemented by that certain amendment letter, dated February 2, 2026 (collectively, the “Severance Agreement”) providing for participation in the HF Foods Group Inc. Severance Plan (the “Severance Plan”), and the Company and the Executive wish to amend and restate the Prior Employment Agreement in the form of this Agreement, incorporate the terms of the Severance Agreement into this Agreement and maintain Executive’s eligibility to participate in the Severance Plan.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements hereinafter set forth, the Company and the Executive hereby agree as follows:

1. Employment

(a) Term. The initial term of this Agreement began on January 1, 2025 (the “Effective Date”) and shall continue for three years, unless sooner terminated by either party in accordance with Sections 6 through 10. At the end of the initial term, the term of this Agreement shall automatically renew for periods of one year unless either party gives the other party written notice (a “Non-Renewal Notice”) at least 90 days prior to the end of the initial term or any one-year renewal period, as applicable, that the term of this Agreement shall not be further extended. The period commencing on the Effective Date and ending on the date on which the Agreement terminates is referred to herein as the “Term.”

(b) Duties. During the Term, the Executive shall serve as the Chief Executive Officer of the Company, with duties, responsibilities and authority commensurate therewith, and shall report to the Board of Directors of the Company (the “Board”). The Executive shall perform all duties and accept all responsibilities incident to such position as may be reasonably assigned to the Executive by the Board. The Executive shall undergo a performance review by the Board no less frequently than annually. The Executive represents to the Company that the Executive is not subject to or a party to any employment agreement, noncompetition covenant, or other agreement that would be breached by, or prohibit the Executive from, executing this Agreement and performing fully the Executive’s duties and responsibilities hereunder.

(c) Best Efforts.

(1) During the Term, the Executive shall devote his best efforts and full time and attention to promote the business and affairs of the Company and its Affiliates (as defined below), and shall be engaged in other business activities only to the extent that such activities do not materially interfere or conflict with the Executive’s obligations to the Company hereunder,

including, without limitation, obligations pursuant to Section 13 below. The foregoing shall not be construed as preventing the Executive from (i) serving on civic, educational, philanthropic or charitable boards or committees, or, with the prior written consent of the Board, in its sole discretion, on corporate boards, and (ii) managing personal investments, so long as such activities are permitted under the Company's code of conduct and employment policies and do not violate the provisions of Section 13 below. Subject to the restrictions set forth herein and only with prior written disclosure to and consent of the Company, the Executive may engage in other types of business or public activities. The Company may rescind such consent if it determines, in its discretion, that such activities interfere with the business interests of the Company or its Affiliates, or conflict with the Executive's duties to the Company or its Affiliates.

(2) The Executive further agrees that, during his employment with the Company, and as part of his duties as an employee of the Company, the Executive will submit to the Company all business, commercial and investment opportunities presented to the Executive or of which the Executive becomes aware that relate to the business of the Company or its Affiliates, and unless approved by the Company in writing, the Executive will not pursue, directly or indirectly, any such opportunities on his own behalf.

(d) Principal Place of Employment. The Executive understands and agrees that his principal place of employment will be in the Company's offices located in the Las Vegas, Nevada metropolitan area and that the Executive will be required to travel for business in the course of performing his duties for the Company.

2. Compensation

(a) Base Salary. As of the Amendment Effective Date, the Executive's base salary ("Base Salary") is at the annual rate of \$750,000 and paid in installments in accordance with the Company's normal payroll practices. The Executive's Base Salary shall be reviewed annually by the Board pursuant to the normal performance review policies for senior-level executives and may be adjusted from time to time as the Board deems appropriate. The Compensation Committee of the Board may take any actions of the Board pursuant to this Agreement, to the extent such authority is delegated to it by the Board.

(b) Annual Bonus. The Executive shall be eligible to receive a discretionary annual bonus for each fiscal year during the Term, based on the attainment of individual and corporate performance goals and targets approved by the Compensation Committee of the Board ("Annual Bonus"). The target amount of the Executive's Annual Bonus for any fiscal year during the Term is 125% of the Executive's annual Base Salary. Any Annual Bonus shall be paid after the end of the fiscal year to which it relates, at the same time and under the same terms and conditions as the bonuses for other executives of the Company. Except as detailed in Section 6(b), the Executive must be actively employed and in good standing through the date that any Annual Bonus is paid to be eligible for the Annual Bonus.

(c) Long-Term Incentive Plan. The Executive shall be eligible to receive equity grants under the Company's 2018 Omnibus Equity Incentive Plan (the "Incentive Plan"), subject to annual Compensation Committee of the Board approval. The target amount of the Executive's annual equity grant for any fiscal year during the Term will be 150% of the Executive's annual Base Salary. Any equity grants granted under the Incentive Plan shall be subject to the terms and conditions of the Incentive Plan and the equity grant agreement evidencing such equity grant.

3. Retirement and Welfare Benefits. During the Term, the Executive shall be eligible to participate in the Company's health, life insurance, long-term disability, retirement and welfare benefit plans and programs available to employees of the Company, pursuant to their respective

terms and conditions. Nothing in this Agreement shall preclude the Company or any Affiliate of the Company from terminating or amending any employee benefit plan or program from time to time on or after the Effective Date.

4. Vacation. During the Term, the Executive shall be entitled to vacation, holiday and sick leave at levels commensurate with those provided to other senior executives of the Company, in accordance with the Company's vacation, holiday, sick and other pay-for-time-not-worked policies as in effect from time to time.

5. Business Expenses. The Company shall reimburse the Executive for all necessary and reasonable travel (that does not include commuting) and other business expenses incurred by the Executive in the performance of his duties hereunder in accordance with such policies and procedures as the Company may adopt generally from time to time for executives.

6. Termination without Cause; Resignation for Good Reason; Non-Renewal. The Company may terminate the Executive's employment at any time without Cause, as defined in Section 6(a), or by issuing a Non-Renewal Notice. The Executive may initiate a termination of employment by resigning for Good Reason, as defined in Section 6(b) and subject to the requirements of the Severance Plan. Upon termination by the Company without Cause, resignation by the Executive for Good Reason, or termination due to the Company's issuance of a Non-Renewal Notice, the Executive shall be entitled to receive the severance benefits for the Chief Executive Officer as outlined in Exhibit A of the Severance Plan, subject to the conditions and payment form and timing terms outlined in the Severance Plan, including the requirement that the Executive executes and does not revoke a written Form Release (as defined in and in accordance with the requirements of the Severance Plan).

(a) "Cause" has the meaning set forth in the Severance Plan, except that, during the period starting on a Change in Control (as defined in the Severance Plan) and for 24 months following the consummation of such Change in Control, "Cause" will instead mean the Executive's: (i) conviction of, or plea of "guilty" or "no contest" to, a felony under the laws of the United States or any state thereof; (ii) engaging in fraud within the course of providing services to the Company or its Affiliates (including but not limited to any acts of embezzlement or misappropriation of funds) that causes the Company or its Affiliates material harm or damages; (iii) willful misconduct or gross negligence within the course of providing services to the Company or its Affiliates that causes the Company or its Affiliates material harm or damages; or (iv) material breach of the terms of this Agreement, or any other agreement containing obligations related to confidentiality, nonsolicitation, or noncompetition, if any. Notwithstanding the foregoing, Cause shall not exist based on conduct described in clauses (ii)–(iv) unless (A) the Company has provided the Executive notice of such conduct (specifying the particulars of the conduct constituting Cause), (B) the Company has afforded the Executive 15 days to cure such conduct and (C) the conduct has not been reasonably rectified to the satisfaction of the Company following such cure period.

(b) "Good Reason" has the meaning set forth in the Severance Plan, except that, during the period starting on a Change in Control (as defined in the Severance Plan) and for 24 months following the consummation of such Change in Control, "Good Reason" will instead mean, without the Executive's prior written consent and subject to the notice, cure and other requirements set forth in the Severance Plan: (i) a diminution of Base Salary; (ii) a diminution of the Executive's authority, duties or responsibilities; or (iii) a material change in the principal geographic location at which the Executive performs services for the Company (for purposes of this agreement, relocation to a facility or a location that would not increase the one-way commute distance by more than 50 miles will not be considered a material change in geographic location). The second sentence of the definition of Good Reason relating to timing of notice and cure periods set forth in the Severance Plan shall apply at all times and in all cases.

(c) In addition, regardless of whether the Executive signs or revokes the Form Release, upon Executive's termination of employment by the Company without Cause, by the Executive for Good Reason or termination due to the Company's issuance of a Non-Renewal Notice, the Company will pay the Executive any amounts earned, accrued and owing but not yet paid and any benefits accrued and due under any applicable benefit plans and programs of the Company ("Accrued Obligations").

7. Cause. The Company may terminate the Executive's employment at any time for Cause upon written notice to the Executive, in which event all payments under this Agreement shall cease, except for any Accrued Obligations.

8. Voluntary Resignation without Good Reason. The Executive may voluntarily terminate employment without Good Reason, upon 45 days' prior written notice to the Company ("Notice Period"). During the Notice Period, the Executive will remain bound by this Agreement. The Company may vary the Executive's duties or require the Executive to cease performing all or any part of the Executive's duties during all or part of the Notice Period. During the Notice Period, the Company will continue to pay the Executive's Base Salary and provide any benefits due under this Agreement until it terminates upon the expiration of the Notice Period, or earlier at the Company's discretion. The Company may elect to accelerate the Executive's resignation date and terminate the Executive's employment, provided that in such event the Company shall pay the Executive Base Salary in lieu of notice for all or any part of the remaining Notice Period. Such Base Salary in lieu of notice shall continue to be paid in accordance with the Company's normal payroll practices. The Executive will not be eligible to receive any bonus or performance incentive during the Notice Period. In the event the Executive is relieved of all or any part of the Executive's duties during the Notice Period and/or is paid in lieu of all or any part of the Notice Period, the Executive and the Company agree that such event(s) shall not constitute a termination without Cause or a termination for Good Reason under this Agreement. If the Executive's employment terminates on account of voluntary resignation without Good Reason, the Executive shall be entitled to receive any Accrued Obligations.

9. Disability. If the Executive incurs a Disability (as defined in the Severance Plan) during the Term, the Company may terminate the Executive's employment on or after the date of Disability. If the Executive's employment terminates on account of Disability, the Executive shall be entitled to receive any Accrued Obligations. Any outstanding equity grants held by the Executive as of his termination date shall be governed by the terms of the applicable equity grant agreement evidencing such equity grants.

10. Death. If the Executive dies during the Term, the Executive's employment shall terminate on the date of death and the Company shall pay to the Executive's executor, legal representative, administrator or designated beneficiary, as applicable, any Accrued Obligations. Otherwise, the Company shall have no further liability or obligation under this Agreement to the Executive's executors, legal representatives, administrators, heirs or assigns or any other person claiming under or through the Executive. Any outstanding equity grants held by the Executive as of the date of death shall be governed by the terms of the applicable equity grant agreement evidencing such equity grants.

11. Resignation of Positions. Effective as of the date of any termination of employment, the Executive shall be deemed to have automatically resigned from all Company-related positions, including as an officer and director of the Company and its parents, subsidiaries and Affiliates, and shall execute all documentation requested by the Company to memorialize such resignation.

12. Section 409A.

(a) This Agreement is intended to comply with section 409A of the Internal Revenue Code of 1986, as amended (the “Code”), and its corresponding regulations, or an exemption thereto, and payments may only be made under this Agreement upon an event and in a manner permitted by section 409A of the Code, to the extent applicable. Severance benefits under this Agreement are intended to be exempt from section 409A of the Code under the “short-term deferral” exception, to the maximum extent applicable, and then under the “separation pay” exception, to the maximum extent applicable. Notwithstanding anything in this Agreement to the contrary, if required by section 409A of the Code, if the Executive is considered a “specified employee” for purposes of section 409A of the Code and if payment of any amounts under this Agreement is required to be delayed for a period of six months after separation from service pursuant to section 409A of the Code, payment of such amounts shall be delayed as required by section 409A of the Code, and the accumulated amounts shall be paid in a lump-sum payment within 10 days after the end of the six-month period. If the Executive dies during the postponement period prior to the payment of benefits, the amounts withheld on account of section 409A of the Code shall be paid to the personal representative of the Executive’s estate within 60 days after the date of the Executive’s death.

(b) All payments to be made upon a termination of employment under this Agreement may only be made upon a “separation from service,” to the extent required for purposes of section 409A of the Code and all payments to be made in connection with a termination due to the Company’s issuance of a Non-Renewal Notice shall be deemed to be made in connection with an involuntary termination of employment. For purposes of section 409A of the Code, each payment hereunder shall be treated as a separate payment, and the right to a series of installment payments under this Agreement shall be treated as a right to a series of separate payments. In no event may the Executive, directly or indirectly, designate the fiscal year of a payment. Notwithstanding any provision of this Agreement to the contrary, in no event shall the timing of the Executive’s execution of the Release, directly or indirectly, result in the Executive’s designating the fiscal year of payment of any amounts of deferred compensation subject to section 409A of the Code, and if a payment that is subject to execution of the Release could be made in more than one taxable year, payment shall be made in the later taxable year.

(c) All reimbursements and in-kind benefits provided under this Agreement shall be made or provided in accordance with the requirements of section 409A of the Code, including, where applicable, the requirement that (i) any reimbursement be for expenses incurred during the period specified in this Agreement, (ii) the amount of expenses eligible for reimbursement, or in-kind benefits provided, during a fiscal year not affect the expenses eligible for reimbursement, or in-kind benefits to be provided, in any other fiscal year, (iii) the reimbursement of an eligible expense be made no later than the last day of the fiscal year following the year in which the expense is incurred, and (iv) the right to reimbursement or in-kind benefits not be subject to liquidation or exchange for another benefit.

13. Restrictive Covenants.

(a) Noncompetition. The Executive agrees that during the Executive’s employment with the Company and its Affiliates and the 12-month period following the date on which the Executive’s employment terminates for any reason (the “Restriction Period”), the Executive will not, without the Board’s express written consent, engage (directly or indirectly) in any Competitive Business in the United States and Canada. The term “Competitive Business” means any company engaged in marketing or distribution of fresh produce, frozen or dry food, or non-food products to Asian restaurants or food service customers. The Executive understands and agrees that, given the nature of the business of the Company and its Affiliates and the Executive’s position with the Company, the foregoing is reasonable and appropriate. For

purposes of this Agreement, the term “Affiliate” means any subsidiary of the Company or other entity under common control with the Company.

(b) Non-solicitation of Company Personnel. The Executive agrees that during the Restriction Period, the Executive will not, either directly or through others, hire or attempt to hire any employee, consultant or independent contractor of the Company or its Affiliates, or solicit or attempt to solicit any such person to change or terminate his or her relationship with the Company or an Affiliate or otherwise to become an employee, consultant or independent contractor to, for or of any other person or business entity, unless more than 12 months shall have elapsed between the last day of such person’s employment or service with the Company or Affiliate and the first day of such solicitation or hiring or attempt to solicit or hire. If any employee, consultant or independent contractor is hired or solicited by any entity that has hired or agreed to hire the Executive during the Restricted Period, such hiring or solicitation shall be conclusively presumed to be a violation of this subsection (b).

(c) Non-solicitation of Customers. The Executive agrees that during the Restriction Period, the Executive will not, either directly or through others, solicit, divert or appropriate, or attempt to solicit, divert or appropriate, any customer or actively sought prospective customer of the Company or an Affiliate for the purpose of providing such customer or actively sought prospective customer with services or products competitive with those offered by the Company or an Affiliate during the Executive’s employment with the Company or an Affiliate.

(d) Proprietary Information. At all times, the Executive will hold in strictest confidence and will not disclose, use, lecture upon or publish any of the Proprietary Information (defined below) of the Company or an Affiliate, except as such disclosure, use or publication may be required in connection with the Executive’s work for the Company or as described in Section 13(e) below, or unless the Company expressly authorizes such disclosure in writing. “Proprietary Information” shall mean any and all confidential and/or proprietary knowledge, data or information of the Company and its Affiliates and shareholders, including but not limited to information relating to financial matters, investments, budgets, business plans, marketing plans, personnel matters, business contacts, products, processes, know-how, designs, methods, improvements, discoveries, inventions, ideas, data, programs, and other works of authorship.

(e) Reports to Government Entities. Nothing in this Agreement shall prohibit or restrict the Executive from initiating communications directly with, responding to any inquiry from, providing testimony before, providing confidential information to, reporting possible violations of law or regulation to, or filing a claim or assisting with an investigation directly with a self-regulatory authority or a government agency or entity, including the Equal Employment Opportunity Commission, the Department of Labor, the National Labor Relations Board, the Department of Justice, the Securities and Exchange Commission, Congress, any agency Inspector General or any other federal, state or local regulatory authority (collectively, the “Regulators”), or from making other disclosures that are protected under the whistleblower provisions of state or federal law or regulation. The Executive does not need the prior authorization of the Company to engage in conduct protected by this subsection, and the Executive does not need to notify the Company that the Executive has engaged in such conduct. Please take notice that federal law provides criminal and civil immunity to federal and state claims for trade secret misappropriation to individuals who disclose trade secrets to their attorneys, courts, or government officials in certain, confidential circumstances that are set forth at 18 U.S.C. §§ 1833(b)(1) and 1833(b)(2), related to the reporting or investigation of a suspected violation of the law, or in connection with a lawsuit for retaliation for reporting a suspected violation of the law.

(f) Inventions Assignment. The Executive agrees that all inventions, innovations, improvements, developments, methods, designs, analyses, reports, and similar or related

information that relates to the Company's or its Affiliates' actual or anticipated business, research and development or existing or future products or services and that are conceived, developed or made by the Executive while employed by the Company ("Work Product") belong to the Company. The Executive will promptly disclose such Work Product to the Board and perform all actions reasonably requested by the Board (whether during or after the Term) to establish and confirm such ownership (including, without limitation, assignments, consents, powers of attorney and other instruments). If requested by the Company, the Executive agrees to execute any inventions assignment and confidentiality agreement that is required to be signed by Company employees generally.

(g) Return of Company Property. Upon termination of the Executive's employment with the Company for any reason, and at any earlier time the Company requests, the Executive will deliver to the person designated by the Company all originals and copies of all documents and property of the Company or an Affiliate that is in the Executive's possession or under the Executive's control or to which the Executive may have access. The Executive will not reproduce or appropriate for the Executive's own use, or for the use of others, any property, Proprietary Information or Work Product.

14. Remedies. Because Executive's services are personal and unique and because Executive may have access to and become acquainted with the Proprietary Information of the Company, the Company shall have the right to enforce this Agreement and any of its provisions by injunction, or other equitable relief, without bond (if allowed by applicable law), and without prejudice to any other rights and remedies that the Company may have for a breach of this Agreement. In the event that Executive performs services for other entities while employed by the Company or leaves the employ of the Company, Executive hereby consents to the notification of Executive's new employer of Executive's rights and obligations under this Agreement.

15. Arbitration.

(a) Any and all disputes between the parties, arising under or relating to this Agreement, Executive's employment or the termination thereof, or any other dispute or claim arising among or between the parties, further including any disagreement as to whether such dispute or claim is arbitrable, shall be adjudicated and resolved exclusively through binding arbitration before the American Arbitration Association pursuant to the American Arbitration Association's then-in-effect National Rules for the Resolution of Employment Disputes (the "Rules"), except as modified by this Agreement. The initiation and conduct of any arbitration hereunder shall be in accordance with the Rules, and each side shall bear its own costs and counsel fees in any such arbitration. Any arbitration hereunder shall be conducted in Las Vegas, Nevada and any arbitration award shall be final and binding on the parties. The arbitrator shall have no authority to depart from, modify, or add to the written terms of this Agreement.

(b) The arbitration shall be conducted on a strictly confidential basis, and neither the Company nor Executive shall disclose the existence of a claim, the nature of a claim, any documents, exhibits, or information exchanged or presented in connection with such a claim, or the result of any claim (collectively, "Arbitration Materials") to any third party, with the sole exception of the parties' attorneys, accountants, and any other person reasonably necessary to litigate the arbitration (provided that they each agree to keep the Arbitration Materials confidential). The parties hereby agree to take all steps necessary to protect the confidentiality of the Arbitration Materials in connection with any court proceeding, agree to take all appropriate steps to file all Proprietary Information (and documents containing Proprietary Information) under seal in any such proceeding where possible, and agree to the entry of an appropriate protective order encompassing the confidentiality terms of this Agreement.

(c) Notwithstanding the foregoing, the arbitrator may grant motions to dismiss, motions for summary judgment, and interim injunctive relief or, notwithstanding anything to the contrary in this Agreement, the Company or Executive may commence litigation in court to obtain injunctive relief or an order requiring specific performance to enforce or prevent any violations of Section 13 of this Agreement. The arbitration provisions of this Section 15 shall be interpreted according to, and governed by, the Federal Arbitration Act, 9 U.S.C. § 1 et seq., and any action pursuant to such Act to enforce any rights hereunder shall be brought exclusively in the United States District Court for the District of Nevada, including the confirmation of any award arising out of the arbitration. The parties consent to the jurisdiction of (and the laying of venue in) such court. Executive also irrevocably and unconditionally consents to the service of any process, pleadings, notices or other papers by email.

16. Survival. The respective rights and obligations of the parties under this Agreement (including, but not limited to, under Sections 13, 14, 15 and 24) shall survive any termination of the Executive's employment or termination or expiration of this Agreement to the extent necessary to the intended preservation of such rights and obligations.

17. No Mitigation or Set-Off. In no event shall the Executive be obligated to seek other employment or take any other action by way of mitigation of the amounts payable to the Executive under any of the provisions of this Agreement, and such amounts shall not be reduced regardless of whether the Executive obtains other employment. The Company's obligation to make the payments provided for in this Agreement and otherwise to perform its obligations hereunder shall not be affected by any circumstances, including, without limitation, any set-off, counterclaim, recoupment, defense or other right that the Company may have against the Executive or others.

18. Section 280G. In the event of a change in ownership or control under section 280G of the Code, if it shall be determined that any payment or distribution in the nature of compensation (within the meaning of section 280G(b)(2) of the Code) to or for the benefit of the Executive, whether paid or payable or distributed or distributable pursuant to the terms of this Agreement or otherwise (a "Payment"), would constitute an "excess parachute payment" within the meaning of section 280G of the Code, the provisions detailed in the section titled "Parachute Payments" in the Severance Plan shall apply to those aforementioned compensatory payments or distributions.

19. Notices. All notices and other communications required or permitted under this Agreement or necessary or convenient in connection herewith shall be in writing and shall be deemed to have been given when hand delivered or mailed by registered or certified mail, as follows (provided that notice of change of address shall be deemed given only when received):

If to the Company, to:

6325 South Rainbow Boulevard, Suite 420
Las Vegas, Nevada 89118
Attn: Christine Chang

If to the Executive, to the most recent address on file with the Company or to such other names or addresses as the Company or the Executive, as the case may be, shall designate by notice to each other person entitled to receive notices in the manner specified in this Section.

20. Withholding. All payments under this Agreement shall be made subject to applicable tax withholding, and the Company shall withhold from any payments under this Agreement all federal, state and local taxes as the Company is required to withhold pursuant to any law or

governmental rule or regulation. The Executive shall bear all expense of, and be solely responsible for, all federal, state and local taxes due with respect to any payment received under this Agreement.

21. Remedies Cumulative; No Waiver. No remedy conferred upon a party by this Agreement is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to any other remedy given under this Agreement or now or hereafter existing at law or in equity. No delay or omission by a party in exercising any right, remedy or power under this Agreement or existing at law or in equity shall be construed as a waiver thereof, and any such right, remedy or power may be exercised by such party from time to time and as often as may be deemed expedient or necessary by such party in its sole discretion.

22. Assignment. All of the terms and provisions of this Agreement shall be binding upon and inure to the benefit of and be enforceable by the respective heirs, executors, administrators, legal representatives, successors and assigns of the parties hereto, except that the duties and responsibilities of the Executive under this Agreement are of a personal nature and shall not be assignable or delegable in whole or in part by the Executive. The Company may assign its rights, together with its obligations hereunder, in connection with any sale, transfer or other disposition of all or substantially all of its business and assets, and such rights and obligations shall inure to, and be binding upon, any successor to the business or any successor to substantially all of the assets of the Company, whether by merger, purchase of stock or assets or otherwise, which successor shall expressly assume such obligations, and the Executive acknowledges that in such event the obligations of the Executive hereunder, including but not limited to those under Section 13, will continue to apply in favor of the successor.

23. Clawback Policies. Executive acknowledges and agrees that to the extent permitted under applicable law, all amounts payable under this Agreement are subject to the terms of any applicable Clawback Policy (as defined herein) and, to the extent permitted by applicable law, including without limitation section 409A of the Code, all amounts payable under this Agreement are subject to offset in the event that the Executive has an outstanding clawback, recoupment or forfeiture obligation to the Company under the terms of any applicable Clawback Policy. In the event of a clawback, recoupment or forfeiture event under an applicable Clawback Policy, the amount required to be clawed back, recouped or forfeited pursuant to such policy shall be deemed not to have been earned under the terms of this Agreement or otherwise, and the Company shall be entitled to recover from the Executive the amount specified under the policy to be clawed back, recouped or forfeited. For the purposes of this Agreement, "Clawback Policy" means any clawback, recoupment or forfeiture provisions of any applicable clawback, recoupment or forfeiture policy (including, without limitation, a clawback policy required to be implemented by an applicable stock exchange) approved by the Board (or a committee thereof), as in effect from time to time, whether approved before or after the Effective Date. Employee acknowledges and agrees that Executive will be bound by the terms of any such Clawback Policy as if it were set forth in this Agreement.

24. Indemnification. In the event the Executive is made, or threatened to be made, a party to any legal action or proceeding, whether civil or criminal, including any governmental or regulatory proceedings or investigations, by reason of the fact that the Executive is or was a director or officer of the Company or any of its Affiliates, the Executive shall be indemnified by the Company, and the Company shall pay the Executive's related expenses when and as incurred, to the fullest extent permitted by applicable law and the Company's articles of incorporation and bylaws. During the Executive's employment with the Company or any of its Affiliates and after termination of employment for any reason, the Company shall cover the Executive under the Company's directors' and officers' insurance policy applicable to other officers and directors according to the terms of such policy.

25. Entire Agreement. This Agreement sets forth the entire agreement of the parties hereto and supersedes any and all prior agreements and understandings concerning the Executive's employment by the Company, other than the Severance Plan, which shall continue in full force and effect. For the avoidance of doubt, this Agreement supersedes the Severance Agreement. This Agreement may be changed only by a written document signed by the Executive and the Company.

26. Severability. If any provision of this Agreement or application thereof to anyone or under any circumstances is adjudicated to be invalid or unenforceable in any jurisdiction, such invalidity or unenforceability shall not affect any other provision or application of this Agreement, which can be given effect without the invalid or unenforceable provision or application, and shall not invalidate or render unenforceable such provision or application in any other jurisdiction. If any provision is held void, invalid or unenforceable with respect to particular circumstances, it shall nevertheless remain in full force and effect in all other circumstances.

27. Governing Law. This Agreement shall be governed by, and construed and enforced in accordance with, the substantive and procedural laws of Nevada without regard to rules governing conflicts of law.

28. Counterparts. This Agreement may be executed in any number of counterparts (including facsimile or pictograph format such as PDF), each of which shall be an original, but all of which together shall constitute one instrument.

(Signature Page Follows)

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

HF FOODS GROUP INC.

—
Name: Christine Chang
Title: Chief Administrative Officer
Date:

EXECUTIVE

—
Name: Felix Lin
Date:

EMPLOYMENT AGREEMENT FOR PAUL MCGARRY

THIS EMPLOYMENT AGREEMENT (this “Agreement”) is entered into by and between HF Foods Group Inc. (the “Company”) and Paul McGarry (the “Executive”), effective as of September 28, 2026 (the “Effective Date”).

WHEREAS, the Company employs the Executive as its Chief Financial Officer and desires to continue to employ the Executive in that capacity, under the terms of this Agreement, and the Executive desires to continue to serve in such capacity on behalf of the Company; and

WHEREAS, on February 06, 2025, the Company entered into that certain employment offer letter agreement with the Executive, as amended by that certain amendment letter, dated October 13, 2025 (collectively, the “Offer Letter”), and on February 2, 2026, the Company and the Executive entered into that certain participation letter agreement (the “Severance Agreement”) providing for participation in the HF Foods Group Inc. Severance Plan (the “Severance Plan”), and the Company and the Executive wish to supersede the Offer Letter with this Agreement, incorporate the terms of the Severance Agreement into this Agreement, and maintain Executive’s eligibility to participate in the Severance Plan.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements hereinafter set forth, the Company and the Executive hereby agree as follows:

1. Employment

(a) Term. The initial term of this Agreement shall begin on the Effective Date and shall continue for one year, unless sooner terminated by either party in accordance with Sections 6 through 10. At the end of the initial term, the term of this Agreement shall automatically renew for periods of one year unless either party gives the other party written notice (a “Non-Renewal Notice”) at least 90 days prior to the end of the initial term or any one-year renewal period, as applicable, that the term of this Agreement shall not be further extended. The period commencing on the Effective Date and ending on the date on which the Agreement terminates is referred to herein as the “Term.”

(b) Duties. During the Term, the Executive shall serve as the Chief Financial Officer of the Company, with duties, responsibilities and authority commensurate therewith, and shall report to the Chief Executive Officer of the Company (the “CEO”). The Executive shall perform all duties and accept all responsibilities incident to such position as may be reasonably assigned to the Executive by the CEO. The Executive shall undergo a performance review by the CEO no less frequently than annually. The Executive represents to the Company that the Executive is not subject to or a party to any employment agreement, noncompetition covenant, or other agreement that would be breached by, or prohibit the Executive from, executing this Agreement and performing fully the Executive’s duties and responsibilities hereunder.

(c) Best Efforts.

(1) During the Term, the Executive shall devote his best efforts and full time and attention to promote the business and affairs of the Company and its Affiliates (as defined below), and shall be engaged in other business activities only to the extent that such activities do not materially interfere or conflict with the Executive’s obligations to the Company hereunder, including, without limitation, obligations pursuant to Section 13 below. The

foregoing shall not be construed as preventing the Executive from (i) serving on civic, educational, philanthropic or charitable boards or committees, or, with the prior written consent of the CEO, which consent shall not be unreasonably withheld, on corporate boards, and (ii) managing personal investments, so long as such activities are permitted under the Company's code of conduct and employment policies and do not violate the provisions of Section 13 below. Subject to the restrictions set forth herein and only with prior written disclosure to and consent of the CEO, the Executive may engage in other types of business or public activities. The CEO may rescind such consent if the CEO determines, in the CEO's discretion, that such activities interfere with the business interests of the Company or its Affiliates, or conflict with the Executive's duties to the Company or its Affiliates.

(2) The Executive further agrees that, during his employment with the Company, and as part of his duties as an employee of the Company, the Executive will submit to the CEO all business, commercial and investment opportunities presented to the Executive or of which the Executive becomes aware that relate to the business of the Company or its Affiliates, and unless approved by the CEO in writing, the Executive will not pursue, directly or indirectly, any such opportunities on his own behalf.

(d) Principal Place of Employment. The Executive understands and agrees that his principal place of employment will be in the Company's offices located in the Las Vegas, Nevada metropolitan area and that the Executive will be required to travel for business in the course of performing his duties for the Company.

2. Compensation

(a) Base Salary. During the Term, the Company shall pay the Executive a base salary ("Base Salary") which as of the Effective Date is at the annual rate of \$375,000 and paid in installments in accordance with the Company's normal payroll practices. The Executive's Base Salary shall be reviewed annually by the Compensation Committee of the Board of Directors of the Company (the "Board"), with recommendations from the CEO, pursuant to the normal performance review policies for senior-level executives and may be adjusted from time to time as the Board deems appropriate. The Compensation Committee of the Board may take any actions of the Board pursuant to this Agreement, to the extent such authority is delegated to it by the Board.

(b) Annual Bonus. The Executive shall be eligible to receive a discretionary annual bonus for each fiscal year during the Term, based on the attainment of individual and corporate performance goals and targets approved by the Compensation Committee of the Board, with recommendations from the CEO ("Annual Bonus"). The target amount of the Executive's Annual Bonus for any fiscal year during the Term is 60% of the Executive's annual Base Salary. Any Annual Bonus shall be paid after the end of the fiscal year to which it relates, at the same time and under the same terms and conditions as the bonuses for other executives of the Company. Except as detailed in Section 6(b), the Executive must be actively employed and in good standing through the date that any Annual Bonus is paid to be eligible for the Annual Bonus.

(c) Long-Term Incentive Plan. The Executive shall be eligible to receive equity grants under the Company's 2018 Omnibus Equity Incentive Plan (the "Incentive Plan"), subject to annual Compensation Committee of the Board approval. The target amount of the Executive's annual equity grant for any fiscal year during the Term will be 60% of the Executive's annual Base Salary. Any equity grants granted under the Incentive Plan shall be subject to the terms and conditions of the Incentive Plan and the equity grant agreement evidencing such equity grant.

3. Retirement and Welfare Benefits. During the Term, the Executive shall be eligible to participate in the Company's health, life insurance, long-term disability, retirement and welfare benefit plans and programs available to employees of the Company, pursuant to their respective terms and conditions. Nothing in this Agreement shall preclude the Company or any Affiliate of the Company from terminating or amending any employee benefit plan or program from time to time on or after the Effective Date.

4. Vacation. During the Term, the Executive shall be entitled to vacation, holiday and sick leave at levels commensurate with those provided to other senior executives of the Company, in accordance with the Company's vacation, holiday, sick and other pay-for-time-not-worked policies as in effect from time to time.

5. Business Expenses. The Company shall reimburse the Executive for all necessary and reasonable travel (that does not include commuting) and other business expenses incurred by the Executive in the performance of his duties hereunder in accordance with such policies and procedures as the Company may adopt generally from time to time for executives.

6. Termination without Cause; Resignation for Good Reason; Non-Renewal. The Company may terminate the Executive's employment at any time without Cause, as defined in Section 6(c), or by issuing a Non-Renewal Notice. The Executive may initiate a termination of employment by resigning for Good Reason, as defined in Section 6(d) and subject to the requirements of the Severance Plan. Upon termination by the Company without Cause, resignation by the Executive for Good Reason, or termination due to the Company's issuance of a Non-Renewal Notice (each a "Qualifying Event"), the Executive shall be entitled to a severance benefit, the amount of which is dependent upon when the Qualifying Event occurs and whether it is in connection with a Change in Control (as defined in the Severance Plan). Such severance benefit is subject to the conditions and payment form and timing terms outlined in the Severance Plan, including the requirement that the Executive executes and does not revoke a written Form Release (as defined in and in accordance with the requirements of the Severance Plan).

(a) Termination in Connection with a Change in Control: If a Qualifying Event occurs during the period beginning six (6) months before and ending twenty-four (24) months after a Change in Control, the Executive will receive a severance benefit equal to:

- (1) two and one-half (2.5) times one-half (0.5) of the Executive's annual Base Salary; **plus**
- (2) two and one-half (2.5) times the Executive's full target Annual Bonus for the year of termination;

plus

(3) if the Qualifying Event occurs on or after March 31, a prorated target Annual Bonus for the year of termination, determined by multiplying the target Annual Bonus by a fraction, the numerator of which is the number of days employed during the calendar year and the denominator of which is 365 (a "Pro-Rata Bonus").

(b) Termination Not in Connection with a Change in Control: If a Qualifying Event occurs and Section 6(a) does not apply, the Executive will receive a severance benefit equal to:

- (1) an amount equal to one-half (0.5) of the Executive's annual Base Salary; **plus**

- (2) the Executive's full target Annual Bonus for the year of termination; *plus*
- (3) if the Qualifying Event occurs on or after March 31, a Pro-Rata Bonus.

(c) Cause: "Cause" has the meaning set forth in the Severance Plan, except that, during the period starting on a Change in Control (as defined in the Severance Plan) and for 24 months following the consummation of such Change in Control, "Cause" will instead mean the Executive's: (i) conviction of, or plea of "guilty" or "no contest" to, a felony under the laws of the United States or any state thereof; (ii) engaging in fraud within the course of providing services to the Company or its Affiliates (including but not limited to any acts of embezzlement or misappropriation of funds) that causes the Company or its Affiliates material harm or damages; (iii) willful misconduct or gross negligence within the course of providing services to the Company or its Affiliates that causes the Company or its Affiliates material harm or damages; or (iv) material breach of the terms of this Agreement, or any other agreement containing obligations related to confidentiality, nonsolicitation, or noncompetition, if any. Notwithstanding the foregoing, Cause shall not exist based on conduct described in clauses (ii)–(iv) unless (A) the Company has provided the Executive notice of such conduct (specifying the particulars of the conduct constituting Cause), (B) the Company has afforded the Executive 15 days to cure such conduct and (C) the conduct has not been reasonably rectified to the satisfaction of the Company following such cure period.

(d) Good Reason: "Good Reason" has the meaning set forth in the Severance Plan, except that, during the period starting on a Change in Control (as defined in the Severance Plan) and for 24 months following the consummation of such Change in Control, "Good Reason" will instead mean, without the Executive's prior written consent and subject to the notice, cure and other requirements set forth in the Severance Plan: (i) a diminution of Base Salary; (ii) a diminution of the Executive's authority, duties or responsibilities; or (iii) a material change in the principal geographic location at which the Executive performs services for the Company (for purposes of this agreement, relocation to a facility or a location that would not increase the one-way commute distance by more than 50 miles will not be considered a material change in geographic location). The second sentence of the definition of Good Reason relating to timing of notice and cure periods set forth in the Severance Plan shall apply at all times and in all cases.

(e) Accrued Obligations: In addition, regardless of whether the Executive signs or revokes the Form Release, upon Executive's termination of employment by the Company without Cause, by the Executive for Good Reason, or termination due to the Company's issuance of a Non-Renewal Notice, the Company will pay the Executive any amounts earned, accrued and owing but not yet paid and any vested benefits accrued and due under any applicable benefit plans and programs of the Company ("Accrued Obligations").

7. Cause. The Company may terminate the Executive's employment at any time for Cause upon written notice to the Executive, in which event all payments under this Agreement shall cease, except for any Accrued Obligations.

8. Voluntary Resignation without Good Reason. The Executive may voluntarily terminate employment without Good Reason upon 45 days' prior written notice to the Company ("Notice Period"). During the Notice Period, the Executive will remain bound by this Agreement. The Company may vary the Executive's duties or require the Executive to cease performing all or any part of the Executive's duties during all or part of the Notice Period. During the Notice Period, the Company will continue to pay the Executive's Base Salary and provide any benefits due under this Agreement until it terminates upon the expiration of the

Notice Period, or earlier at the Company's discretion. The Company may elect to accelerate the Executive's resignation date and terminate the Executive's employment, provided that in such event the Company shall pay the Executive Base Salary in lieu of notice for all or any part of the remaining Notice Period. Such Base Salary in lieu of notice shall continue to be paid in accordance with the Company's normal payroll practices. The Executive will not be eligible to receive any bonus or performance incentive during the Notice Period. In the event the Executive is relieved of all or any part of the Executive's duties during the Notice Period and/or is paid in lieu of all or any part of the Notice Period, the Executive and the Company agree that such event(s) shall not constitute a termination without Cause or a termination for Good Reason under this Agreement. If the Executive's employment terminates on account of voluntary resignation without Good Reason, the Executive shall be entitled to receive any Accrued Obligations.

9. Disability. If the Executive incurs a Disability (as defined in the Severance Plan) during the Term, the Company may terminate the Executive's employment on or after the date of Disability. If the Executive's employment terminates on account of Disability, the Executive shall be entitled to receive any Accrued Obligations. Any outstanding equity grants held by the Executive as of his termination date shall be governed by the terms of the applicable equity grant agreement evidencing such equity grants.

10. Death. If the Executive dies during the Term, the Executive's employment shall terminate on the date of death and the Company shall pay to the Executive's executor, legal representative, administrator or designated beneficiary, as applicable, any Accrued Obligations. Otherwise, the Company shall have no further liability or obligation under this Agreement to the Executive's executors, legal representatives, administrators, heirs or assigns or any other person claiming under or through the Executive. Any outstanding equity grants held by the Executive as of the date of death shall be governed by the terms of the applicable equity grant agreement evidencing such equity grants.

11. Resignation of Positions. Effective as of the date of any termination of employment, the Executive shall be deemed to have automatically resigned from all Company-related positions, including as an officer and director of the Company and its parents, subsidiaries and Affiliates, and shall execute all documentation requested by the Company to memorialize such resignation.

12. Section 409A.

(a) This Agreement is intended to comply with section 409A of the Internal Revenue Code of 1986, as amended (the "Code"), and its corresponding regulations, or an exemption thereto, and payments may only be made under this Agreement upon an event and in a manner permitted by section 409A of the Code, to the extent applicable. Severance benefits under this Agreement are intended to be exempt from section 409A of the Code under the "short-term deferral" exception, to the maximum extent applicable, and then under the "separation pay" exception, to the maximum extent applicable. Notwithstanding anything in this Agreement to the contrary, if required by section 409A of the Code, if the Executive is considered a "specified employee" for purposes of section 409A of the Code and if payment of any amounts under this Agreement is required to be delayed for a period of six months after separation from service pursuant to section 409A of the Code, payment of such amounts shall be delayed as required by section 409A of the Code, and the accumulated amounts shall be paid in a lump-sum payment within 10 days after the end of the six-month period. If the Executive dies during the postponement period prior to the payment of benefits, the amounts withheld on account of section 409A of the Code shall be paid to the personal representative of the Executive's estate within 60 days after the date of the Executive's death.

(b) All payments to be made upon a termination of employment under this Agreement may only be made upon a “separation from service,” to the extent required for purposes of section 409A of the Code and all payments to be made in connection with a termination due to the Company’s issuance of a Non-Renewal Notice shall be deemed to be made in connection with an involuntary termination of employment. For purposes of section 409A of the Code, each payment hereunder shall be treated as a separate payment, and the right to a series of installment payments under this Agreement shall be treated as a right to a series of separate payments. In no event may the Executive, directly or indirectly, designate the fiscal year of a payment. Notwithstanding any provision of this Agreement to the contrary, in no event shall the timing of the Executive’s execution of the Release, directly or indirectly, result in the Executive’s designating the fiscal year of payment of any amounts of deferred compensation subject to section 409A of the Code, and if a payment that is subject to execution of the Release could be made in more than one taxable year, payment shall be made in the later taxable year.

(c) All reimbursements and in-kind benefits provided under this Agreement shall be made or provided in accordance with the requirements of section 409A of the Code, including, where applicable, the requirement that (i) any reimbursement be for expenses incurred during the period specified in this Agreement, (ii) the amount of expenses eligible for reimbursement, or in-kind benefits provided, during a fiscal year not affect the expenses eligible for reimbursement, or in-kind benefits to be provided, in any other fiscal year, (iii) the reimbursement of an eligible expense be made no later than the last day of the fiscal year following the year in which the expense is incurred, and (iv) the right to reimbursement or in-kind benefits not be subject to liquidation or exchange for another benefit.

13. Restrictive Covenants.

(a) Noncompetition. The Executive agrees that during the Executive’s employment with the Company and its Affiliates and the 12-month period following the date on which the Executive’s employment terminates for any reason (the “Restriction Period”), the Executive will not, without the Board’s express written consent, engage (directly or indirectly) in any Competitive Business in the United States and Canada. The term “Competitive Business” means any company engaged in marketing or distribution of fresh produce, frozen or dry food, or non-food products to Asian restaurants or food service customers. The Executive understands and agrees that, given the nature of the business of the Company and its Affiliates and the Executive’s position with the Company, the foregoing is reasonable and appropriate. For purposes of this Agreement, the term “Affiliate” means any subsidiary of the Company or other entity under common control with the Company.

(b) Non-solicitation of Company Personnel. The Executive agrees that during the Restriction Period, the Executive will not, either directly or through others, hire or attempt to hire any employee, consultant or independent contractor of the Company or its Affiliates, or solicit or attempt to solicit any such person to change or terminate his or her relationship with the Company or an Affiliate or otherwise to become an employee, consultant or independent contractor to, for or of any other person or business entity, unless more than 12 months shall have elapsed between the last day of such person’s employment or service with the Company or Affiliate and the first day of such solicitation or hiring or attempt to solicit or hire. If any employee, consultant or independent contractor is hired or solicited by any entity that has hired or agreed to hire the Executive during the Restriction Period, such hiring or solicitation shall be conclusively presumed to be a violation of this subsection (b).

(c) Non-solicitation of Customers. The Executive agrees that during the Restriction Period, the Executive will not, either directly or through others, solicit, divert or appropriate, or attempt to solicit, divert or appropriate, any customer or actively sought prospective customer of the Company or an Affiliate for the purpose of providing such customer

or actively sought prospective customer with services or products competitive with those offered by the Company or an Affiliate during the Executive's employment with the Company or an Affiliate.

(d) Proprietary Information. At all times, the Executive will hold in strictest confidence and will not disclose, use, lecture upon or publish any of the Proprietary Information (defined below) of the Company or an Affiliate, except as such disclosure, use or publication may be required in connection with the Executive's work for the Company or as described in Section 13(e) below, or unless the Company expressly authorizes such disclosure in writing. "Proprietary Information" shall mean any and all confidential and/or proprietary knowledge, data or information of the Company and its Affiliates and shareholders, including but not limited to information relating to financial matters, investments, budgets, business plans, marketing plans, personnel matters, business contacts, products, processes, know-how, designs, methods, improvements, discoveries, inventions, ideas, data, programs, and other works of authorship.

(e) Reports to Government Entities. Nothing in this Agreement shall prohibit or restrict the Executive from initiating communications directly with, responding to any inquiry from, providing testimony before, providing confidential information to, reporting possible violations of law or regulation to, or filing a claim or assisting with an investigation directly with a self-regulatory authority or a government agency or entity, including the Equal Employment Opportunity Commission, the Department of Labor, the National Labor Relations Board, the Department of Justice, the Securities and Exchange Commission, Congress, any agency Inspector General or any other federal, state or local regulatory authority (collectively, the "Regulators"), or from making other disclosures that are protected under the whistleblower provisions of state or federal law or regulation. The Executive does not need the prior authorization of the Company to engage in conduct protected by this subsection, and the Executive does not need to notify the Company that the Executive has engaged in such conduct. Please take notice that federal law provides criminal and civil immunity to federal and state claims for trade secret misappropriation to individuals who disclose trade secrets to their attorneys, courts, or government officials in certain, confidential circumstances that are set forth at 18 U.S.C. §§ 1833(b)(1) and 1833(b)(2), related to the reporting or investigation of a suspected violation of the law, or in connection with a lawsuit for retaliation for reporting a suspected violation of the law.

(f) Inventions Assignment. The Executive agrees that all inventions, innovations, improvements, developments, methods, designs, analyses, reports, and similar or related information that relates to the Company's or its Affiliates' actual or anticipated business, research and development or existing or future products or services and that are conceived, developed or made by the Executive while employed by the Company ("Work Product") belong to the Company. The Executive will promptly disclose such Work Product to the Board and perform all actions reasonably requested by the Board (whether during or after the Term) to establish and confirm such ownership (including, without limitation, assignments, consents, powers of attorney and other instruments). If requested by the Company, the Executive agrees to execute any inventions assignment and confidentiality agreement that is required to be signed by Company employees generally.

(g) Return of Company Property. Upon termination of the Executive's employment with the Company for any reason, and at any earlier time the Company requests, the Executive will deliver to the person designated by the Company all originals and copies of all documents and property of the Company or an Affiliate that is in the Executive's possession or under the Executive's control or to which the Executive may have access. The Executive will not reproduce or appropriate for the Executive's own use, or for the use of others, any property, Proprietary Information or Work Product.

14. Remedies. Because Executive's services are personal and unique and because Executive may have access to and become acquainted with the Proprietary Information of the Company, the Company shall have the right to enforce this Agreement and any of its provisions by injunction, or other equitable relief, without bond (if allowed by applicable law), and without prejudice to any other rights and remedies that the Company may have for a breach of this Agreement. In the event that Executive performs services for other entities while employed by the Company or leaves the employ of the Company, Executive hereby consents to the notification of Executive's new employer of Executive's rights and obligations under this Agreement.

15. Arbitration.

(a) Any and all disputes between the parties, arising under or relating to this Agreement, Executive's employment or the termination thereof, or any other dispute or claim arising among or between the parties, further including any disagreement as to whether such dispute or claim is arbitrable, shall be adjudicated and resolved exclusively through binding arbitration before the American Arbitration Association pursuant to the American Arbitration Association's then-in-effect National Rules for the Resolution of Employment Disputes (the "Rules"), except as modified by this Agreement. The initiation and conduct of any arbitration hereunder shall be in accordance with the Rules, and each side shall bear its own costs and counsel fees in any such arbitration. Any arbitration hereunder shall be conducted in Las Vegas, Nevada and any arbitration award shall be final and binding on the parties. The arbitrator shall have no authority to depart from, modify, or add to the written terms of this Agreement.

(b) The arbitration shall be conducted on a strictly confidential basis, and neither the Company nor Executive shall disclose the existence of a claim, the nature of a claim, any documents, exhibits, or information exchanged or presented in connection with such a claim, or the result of any claim (collectively, "Arbitration Materials") to any third party, with the sole exception of the parties' attorneys, accountants, and any other person reasonably necessary to litigate the arbitration (provided that they each agree to keep the Arbitration Materials confidential). The parties hereby agree to take all steps necessary to protect the confidentiality of the Arbitration Materials in connection with any court proceeding, agree to take all appropriate steps to file all Proprietary Information (and documents containing Proprietary Information) under seal in any such proceeding where possible, and agree to the entry of an appropriate protective order encompassing the confidentiality terms of this Agreement.

(c) Notwithstanding the foregoing, the arbitrator may grant motions to dismiss, motions for summary judgment, and interim injunctive relief or, notwithstanding anything to the contrary in this Agreement, the Company or Executive may commence litigation in court to obtain injunctive relief or an order requiring specific performance to enforce or prevent any violations of Section 13 of this Agreement. The arbitration provisions of this Section 15 shall be interpreted according to, and governed by, the Federal Arbitration Act, 9 U.S.C. § 1 et seq., and any action pursuant to such Act to enforce any rights hereunder shall be brought exclusively in the United States District Court for the District of Nevada, including the confirmation of any award arising out of the arbitration. The parties consent to the jurisdiction of (and the laying of venue in) such court. Executive also irrevocably and unconditionally consents to the service of any process, pleadings, notices or other papers by email.

16. Survival. The respective rights and obligations of the parties under this Agreement (including, but not limited to, under Sections 13, 14, 15 and 24) shall survive any termination of the Executive's employment or termination or expiration of this Agreement to the extent necessary to the intended preservation of such rights and obligations.

17. No Mitigation or Set-Off. In no event shall the Executive be obligated to seek other employment or take any other action by way of mitigation of the amounts payable to the Executive under any of the provisions of this Agreement, and such amounts shall not be reduced regardless of whether the Executive obtains other employment. The Company's obligation to make the payments provided for in this Agreement and otherwise to perform its obligations hereunder shall not be affected by any circumstances, including, without limitation, any set-off, counterclaim, recoupment, defense or other right that the Company may have against the Executive or others.

18. Section 280G. In the event of a change in ownership or control under section 280G of the Code, if it shall be determined that any payment or distribution in the nature of compensation (within the meaning of section 280G(b)(2) of the Code) to or for the benefit of the Executive, whether paid or payable or distributed or distributable pursuant to the terms of this Agreement or otherwise (a "Payment"), would constitute an "excess parachute payment" within the meaning of section 280G of the Code, the provisions detailed in the section titled "Parachute Payments" in the Severance Plan shall apply to those aforementioned compensatory payments or distributions.

19. Notices. All notices and other communications required or permitted under this Agreement or necessary or convenient in connection herewith shall be in writing and shall be deemed to have been given when hand delivered or mailed by registered or certified mail, as follows (provided that notice of change of address shall be deemed given only when received):

If to the Company, to:

6325 South Rainbow Boulevard, Suite 420
Las Vegas, Nevada 89118
Attn: Christine Chang

If to the Executive, to the most recent address on file with the Company or to such other names or addresses as the Company or the Executive, as the case may be, shall designate by notice to each other person entitled to receive notices in the manner specified in this Section.

20. Withholding. All payments under this Agreement shall be made subject to applicable tax withholding, and the Company shall withhold from any payments under this Agreement all federal, state and local taxes as the Company is required to withhold pursuant to any law or governmental rule or regulation. The Executive shall bear all expense of, and be solely responsible for, all federal, state and local taxes due with respect to any payment received under this Agreement.

21. Remedies Cumulative; No Waiver. No remedy conferred upon a party by this Agreement is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to any other remedy given under this Agreement or now or hereafter existing at law or in equity. No delay or omission by a party in exercising any right, remedy or power under this Agreement or existing at law or in equity shall be construed as a waiver thereof, and any such right, remedy or power may be exercised by such party from time to time and as often as may be deemed expedient or necessary by such party in its sole discretion.

22. Assignment. All of the terms and provisions of this Agreement shall be binding upon and inure to the benefit of and be enforceable by the respective heirs, executors, administrators, legal representatives, successors and assigns of the parties hereto, except that the duties and responsibilities of the Executive under this Agreement are of a personal nature and

shall not be assignable or delegable in whole or in part by the Executive. The Company may assign its rights, together with its obligations hereunder, in connection with any sale, transfer or other disposition of all or substantially all of its business and assets, and such rights and obligations shall inure to, and be binding upon, any successor to the business or any successor to substantially all of the assets of the Company, whether by merger, purchase of stock or assets or otherwise, which successor shall expressly assume such obligations, and the Executive acknowledges that in such event the obligations of the Executive hereunder, including but not limited to those under Section 13, will continue to apply in favor of the successor.

23. Clawback Policies. Executive acknowledges and agrees that to the extent permitted under applicable law, all amounts payable under this Agreement are subject to the terms of any applicable Clawback Policy (as defined herein) and, to the extent permitted by applicable law, including without limitation section 409A of the Code, all amounts payable under this Agreement are subject to offset in the event that the Executive has an outstanding clawback, recoupment or forfeiture obligation to the Company under the terms of any applicable Clawback Policy. In the event of a clawback, recoupment or forfeiture event under an applicable Clawback Policy, the amount required to be clawed back, recouped or forfeited pursuant to such policy shall be deemed not to have been earned under the terms of this Agreement or otherwise, and the Company shall be entitled to recover from the Executive the amount specified under the policy to be clawed back, recouped or forfeited. For the purposes of this Agreement, “Clawback Policy” means any clawback, recoupment or forfeiture provisions of any applicable clawback, recoupment or forfeiture policy (including, without limitation, a clawback policy required to be implemented by an applicable stock exchange) approved by the Board (or a committee thereof), as in effect from time to time, whether approved before or after the Effective Date. Employee acknowledges and agrees that Executive will be bound by the terms of any such Clawback Policy as if it were set forth in this Agreement.

24. Indemnification. In the event the Executive is made, or threatened to be made, a party to any legal action or proceeding, whether civil or criminal, including any governmental or regulatory proceedings or investigations, by reason of the fact that the Executive is or was a director or officer of the Company or any of its Affiliates, the Executive shall be indemnified by the Company, and the Company shall pay the Executive’s related expenses when and as incurred, to the fullest extent permitted by applicable law and the Company’s articles of incorporation and bylaws. During the Executive’s employment with the Company or any of its Affiliates and after termination of employment for any reason, the Company shall cover the Executive under the Company’s directors’ and officers’ insurance policy applicable to other officers and directors according to the terms of such policy.

25. Entire Agreement. This Agreement sets forth the entire agreement of the parties hereto and supersedes any and all prior agreements and understandings concerning the Executive’s employment by the Company, other than the Severance Plan, which shall continue in full force and effect. . For the avoidance of doubt, this Agreement supersedes the Severance Agreement. This Agreement may be changed only by a written document signed by the Executive and the Company.

26. Severability. If any provision of this Agreement or application thereof to anyone or under any circumstances is adjudicated to be invalid or unenforceable in any jurisdiction, such invalidity or unenforceability shall not affect any other provision or application of this Agreement, which can be given effect without the invalid or unenforceable provision or application, and shall not invalidate or render unenforceable such provision or application in any other jurisdiction. If any provision is held void, invalid or unenforceable with respect to particular circumstances, it shall nevertheless remain in full force and effect in all other circumstances.

27. Governing Law. This Agreement shall be governed by, and construed and enforced in accordance with, the substantive and procedural laws of Nevada without regard to rules governing conflicts of law.

28. Counterparts. This Agreement may be executed in any number of counterparts (including facsimile or pictograph format such as PDF), each of which shall be an original, but all of which together shall constitute one instrument.

(Signature Page Follows)

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

HF FOODS GROUP INC.

Name: Felix Lin
Title: Chief Executive Officer
Date:

EXECUTIVE

Name: Paul McGarry
Date:

EMPLOYMENT AGREEMENT FOR CHRISTINE CHANG

THIS EMPLOYMENT AGREEMENT (this “Agreement”) is entered into by and between HF Foods Group Inc. (the “Company”) and Christine Chang (the “Executive”), effective as of September 28, 2026 (the “Effective Date”).

WHEREAS, the Company employs the Executive as its Chief Administrative Officer and desires to continue to employ the Executive in that capacity, under the terms of this Agreement, and the Executive desires to continue to serve in such capacity on behalf of the Company; and

WHEREAS, on July 29, 2021, the Company entered into that certain employment offer letter agreement with the Executive (the “Offer Letter”), and on July 7, 2025, the Company and the Executive entered into that certain participation letter agreement, as supplemented by that certain amendment letter, dated February 2, 2026 (collectively, the “Severance Agreement”) providing for participation in the HF Foods Group Inc. Severance Plan (the “Severance Plan”), and the Company and the Executive wish to supersede the Offer Letter with this Agreement, incorporate the terms of the Severance Agreement into this Agreement, and maintain Executive’s eligibility to participate in the Severance Plan.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements hereinafter set forth, the Company and the Executive hereby agree as follows:

1. Employment

(a) Term. The initial term of this Agreement shall begin on the Effective Date and shall continue for one year, unless sooner terminated by either party in accordance with Sections 6 through 10. At the end of the initial term, the term of this Agreement shall automatically renew for periods of one year unless either party gives the other party written notice (a “Non-Renewal Notice”) at least 90 days prior to the end of the initial term or any one-year renewal period, as applicable, that the term of this Agreement shall not be further extended. The period commencing on the Effective Date and ending on the date on which the Agreement terminates is referred to herein as the “Term.”

(b) Duties. During the Term, the Executive shall serve as the Chief Administrative Officer of the Company, with duties, responsibilities and authority commensurate therewith, and shall report to the Chief Executive Officer of the Company (the “CEO”). The Executive shall perform all duties and accept all responsibilities incident to such position as may be reasonably assigned to the Executive by the CEO. The Executive shall undergo a performance review by the CEO no less frequently than annually. The Executive represents to the Company that the Executive is not subject to or a party to any employment agreement, noncompetition covenant, or other agreement that would be breached by, or prohibit the Executive from, executing this Agreement and performing fully the Executive’s duties and responsibilities hereunder.

(c) Best Efforts.

(1) During the Term, the Executive shall devote her best efforts and full time and attention to promote the business and affairs of the Company and its Affiliates (as defined below), and shall be engaged in other business activities only to the extent that such activities do not materially interfere or conflict with the Executive’s obligations to the Company

hereunder, including, without limitation, obligations pursuant to Section 13 below. The foregoing shall not be construed as preventing the Executive from (i) serving on civic, educational, philanthropic or charitable boards or committees, or, with the prior written consent of the CEO, in the CEO's sole discretion, which consent shall not be unreasonably withheld, on corporate boards, and (ii) managing personal investments, so long as such activities are permitted under the Company's code of conduct and employment policies and do not violate the provisions of Section 13 below. Subject to the restrictions set forth herein and only with prior written disclosure to and consent of the CEO, the Executive may engage in other types of business or public activities. The CEO may rescind such consent if the CEO determines, in the CEO's discretion, that such activities interfere with the business interests of the Company or its Affiliates, or conflict with the Executive's duties to the Company or its Affiliates.

(2) The Executive further agrees that, during her employment with the Company, and as part of her duties as an employee of the Company, the Executive will submit to the CEO all business, commercial and investment opportunities presented to the Executive or of which the Executive becomes aware that relate to the business of the Company or its Affiliates, and unless approved by the CEO in writing, the Executive will not pursue, directly or indirectly, any such opportunities on her own behalf.

(d) Principal Place of Employment. The Executive understands and agrees that her principal place of employment will be in the Company's offices located in the Las Vegas, Nevada metropolitan area and that the Executive will be required to travel for business in the course of performing her duties for the Company.

2. Compensation

(a) Base Salary. During the Term, the Company shall pay the Executive a base salary ("Base Salary") which as of the Effective Date is at the annual rate of \$450,000 and paid in installments in accordance with the Company's normal payroll practices. The Executive's Base Salary shall be reviewed annually by the Compensation Committee of the Board of Directors of the Company (the "Board"), with recommendations from the CEO, pursuant to the normal performance review policies for senior-level executives and may be adjusted from time to time as the Board deems appropriate. The Compensation Committee of the Board may take any actions of the Board pursuant to this Agreement, to the extent such authority is delegated to it by the Board.

(b) Annual Bonus. The Executive shall be eligible to receive a discretionary annual bonus for each fiscal year during the Term, based on the attainment of individual and corporate performance goals and targets approved by the Compensation Committee of the Board, with recommendations from the CEO ("Annual Bonus"). The target amount of the Executive's Annual Bonus for any fiscal year during the Term is 75% of the Executive's annual Base Salary. Any Annual Bonus shall be paid after the end of the fiscal year to which it relates, at the same time and under the same terms and conditions as the bonuses for other executives of the Company. Except as detailed in Section 6(b), the Executive must be actively employed and in good standing through the date that any Annual Bonus is paid to be eligible for the Annual Bonus.

(c) Long-Term Incentive Plan. The Executive shall be eligible to receive equity grants under the Company's 2018 Omnibus Equity Incentive Plan (the "Incentive Plan"), subject to annual Compensation Committee of the Board approval. The target amount of the Executive's annual equity grant for any fiscal year during the Term will be 75% of the Executive's annual Base Salary. Any equity grants granted under the Incentive Plan shall be subject to the terms and conditions of the Incentive Plan and the equity grant agreement evidencing such equity grant.

3. Retirement and Welfare Benefits. During the Term, the Executive shall be eligible to participate in the Company's health, life insurance, long-term disability, retirement and welfare benefit plans and programs available to employees of the Company, pursuant to their respective terms and conditions. Nothing in this Agreement shall preclude the Company or any Affiliate of the Company from terminating or amending any employee benefit plan or program from time to time on or after the Effective Date.

4. Vacation. During the Term, the Executive shall be entitled to vacation, holiday and sick leave at levels commensurate with those provided to other senior executives of the Company, in accordance with the Company's vacation, holiday, sick and other pay-for-time-not-worked policies as in effect from time to time.

5. Business Expenses. The Company shall reimburse the Executive for all necessary and reasonable travel (that does not include commuting) and other business expenses incurred by the Executive in the performance of her duties hereunder in accordance with such policies and procedures as the Company may adopt generally from time to time for executives.

6. Termination without Cause; Resignation for Good Reason; Non-Renewal. The Company may terminate the Executive's employment at any time without Cause, as defined in Section 6(c), or by issuing a Non-Renewal Notice. The Executive may initiate a termination of employment by resigning for Good Reason, as defined in Section 6(d) and subject to the requirements of the Severance Plan. Upon termination by the Company without Cause, resignation by the Executive for Good Reason, or termination due to the Company's issuance of a Non-Renewal Notice (each a "Qualifying Event"), the Executive shall be entitled to a severance benefit, the amount of which is dependent upon when the Qualifying Event occurs and whether it is in connection with a Change in Control (as defined in the Severance Plan). Such severance benefit is subject to the conditions and payment form and timing terms outlined in the Severance Plan, including the requirement that the Executive executes and does not revoke a written Form Release (as defined in and in accordance with the requirements of the Severance Plan).

(a) Termination in Connection with a Change in Control: If a Qualifying Event occurs during the period beginning six (6) months before and ending twenty-four (24) months after a Change in Control, the Executive will receive a severance benefit equal to:

- (1) two and one-half (2.5) times the Executive's annual Base Salary; *plus*
- (2) two and one-half (2.5) times the Executive's full target Annual Bonus for the year of termination;

plus

(3) if the Qualifying Event occurs on or after March 31, a prorated target Annual Bonus for the year of termination, determined by multiplying the target Annual Bonus by a fraction, the numerator of which is the number of days employed during the calendar year and the denominator of which is 365 (a "Pro-Rata Bonus").

(b) Termination Not in Connection with a Change in Control: If a Qualifying Event occurs and Section 6(a) does not apply, the Executive will receive a severance benefit equal to:

- (1) an amount equal to the Executive's annual Base Salary; *plus*
- (2) the Executive's full target Annual Bonus for the year of termination; *plus*

(3) if the Qualifying Event occurs on or after March 31, a Pro-Rata Bonus.

(c) Cause: “Cause” has the meaning set forth in the Severance Plan, except that, during the period starting on a Change in Control (as defined in the Severance Plan) and for 24 months following the consummation of such Change in Control, “Cause” will instead mean the Executive’s: (i) conviction of, or plea of “guilty” or “no contest” to, a felony under the laws of the United States or any state thereof; (ii) engaging in fraud within the course of providing services to the Company or its Affiliates (including but not limited to any acts of embezzlement or misappropriation of funds) that causes the Company or its Affiliates material harm or damages; (iii) willful misconduct or gross negligence within the course of providing services to the Company or its Affiliates that causes the Company or its Affiliates material harm or damages; or (iv) material breach of the terms of this Agreement, or any other agreement containing obligations related to confidentiality, nonsolicitation, or noncompetition, if any. Notwithstanding the foregoing, Cause shall not exist based on conduct described in clauses (ii)–(iv) unless (A) the Company has provided the Executive notice of such conduct (specifying the particulars of the conduct constituting Cause), (B) the Company has afforded the Executive 15 days to cure such conduct and (C) the conduct has not been reasonably rectified to the satisfaction of the Company following such cure period.

(d) Good Reason: “Good Reason” has the meaning set forth in the Severance Plan, except that, during the period starting on a Change in Control (as defined in the Severance Plan) and for 24 months following the consummation of such Change in Control, “Good Reason” will instead mean, without the Executive’s prior written consent and subject to the notice, cure and other requirements set forth in the Severance Plan: (i) a diminution of Base Salary; (ii) a diminution of the Executive’s authority, duties or responsibilities; or (iii) a material change in the principal geographic location at which the Executive performs services for the Company (for purposes of this agreement, relocation to a facility or a location that would not increase the one-way commute distance by more than 50 miles will not be considered a material change in geographic location). The second sentence of the definition of Good Reason relating to timing of notice and cure periods set forth in the Severance Plan shall apply at all times and in all cases.

(e) Accrued Obligations: In addition, regardless of whether the Executive signs or revokes the Form Release, upon Executive’s termination of employment by the Company without Cause, by the Executive for Good Reason, or termination due to the Company’s issuance of a Non-Renewal Notice, the Company will pay the Executive any amounts earned, accrued and owing but not yet paid and any benefits accrued and due under any applicable benefit plans and programs of the Company (“Accrued Obligations”).

7. Cause. The Company may terminate the Executive’s employment at any time for Cause upon written notice to the Executive, in which event all payments under this Agreement shall cease, except for any Accrued Obligations.

8. Voluntary Resignation without Good Reason. The Executive may voluntarily terminate employment without Good Reason upon 45 days’ prior written notice to the Company (“Notice Period”). During the Notice Period, the Executive will remain bound by this Agreement. The Company may vary the Executive’s duties or require the Executive to cease performing all or any part of the Executive’s duties during all or part of the Notice Period. During the Notice Period, the Company will continue to pay the Executive’s Base Salary and provide any benefits due under this Agreement until it terminates upon the expiration of the Notice Period, or earlier at the Company’s discretion. The Company may elect to accelerate the Executive’s resignation date and terminate the Executive’s employment, provided that in such event the Company shall pay the Executive Base Salary in lieu of notice for all or any part of the

remaining Notice Period. Such Base Salary in lieu of notice shall continue to be paid in accordance with the Company's normal payroll practices. The Executive will not be eligible to receive any bonus or performance incentive during the Notice Period. In the event the Executive is relieved of all or any part of the Executive's duties during the Notice Period and/or is paid in lieu of all or any part of the Notice Period, the Executive and the Company agree that such event(s) shall not constitute a termination without Cause or a termination for Good Reason under this Agreement. If the Executive's employment terminates on account of voluntary resignation without Good Reason, the Executive shall be entitled to receive any Accrued Obligations.

9. Disability. If the Executive incurs a Disability (as defined in the Severance Plan) during the Term, the Company may terminate the Executive's employment on or after the date of Disability. If the Executive's employment terminates on account of Disability, the Executive shall be entitled to receive any Accrued Obligations. Any outstanding equity grants held by the Executive as of her termination date shall be governed by the terms of the applicable equity grant agreement evidencing such equity grants.

10. Death. If the Executive dies during the Term, the Executive's employment shall terminate on the date of death and the Company shall pay to the Executive's executor, legal representative, administrator or designated beneficiary, as applicable, any Accrued Obligations. Otherwise, the Company shall have no further liability or obligation under this Agreement to the Executive's executors, legal representatives, administrators, heirs or assigns or any other person claiming under or through the Executive. Any outstanding equity grants held by the Executive as of the date of death shall be governed by the terms of the applicable equity grant agreement evidencing such equity grants.

11. Resignation of Positions. Effective as of the date of any termination of employment, the Executive shall be deemed to have automatically resigned from all Company-related positions, including as an officer and director of the Company and its parents, subsidiaries and Affiliates, and shall execute all documentation requested by the Company to memorialize such resignation.

12. Section 409A.

(a) This Agreement is intended to comply with section 409A of the Internal Revenue Code of 1986, as amended (the "Code"), and its corresponding regulations, or an exemption thereto, and payments may only be made under this Agreement upon an event and in a manner permitted by section 409A of the Code, to the extent applicable. Severance benefits under this Agreement are intended to be exempt from section 409A of the Code under the "short-term deferral" exception, to the maximum extent applicable, and then under the "separation pay" exception, to the maximum extent applicable. Notwithstanding anything in this Agreement to the contrary, if required by section 409A of the Code, if the Executive is considered a "specified employee" for purposes of section 409A of the Code and if payment of any amounts under this Agreement is required to be delayed for a period of six months after separation from service pursuant to section 409A of the Code, payment of such amounts shall be delayed as required by section 409A of the Code, and the accumulated amounts shall be paid in a lump-sum payment within 10 days after the end of the six-month period. If the Executive dies during the postponement period prior to the payment of benefits, the amounts withheld on account of section 409A of the Code shall be paid to the personal representative of the Executive's estate within 60 days after the date of the Executive's death.

(b) All payments to be made upon a termination of employment under this Agreement may only be made upon a "separation from service," to the extent required for purposes of section 409A of the Code and all payments to be made in connection with a termination due to the Company's issuance of a Non-Renewal Notice shall be deemed to be

made in connection with an involuntary termination of employment. For purposes of section 409A of the Code, each payment hereunder shall be treated as a separate payment, and the right to a series of installment payments under this Agreement shall be treated as a right to a series of separate payments. In no event may the Executive, directly or indirectly, designate the fiscal year of a payment. Notwithstanding any provision of this Agreement to the contrary, in no event shall the timing of the Executive's execution of the Release, directly or indirectly, result in the Executive's designating the fiscal year of payment of any amounts of deferred compensation subject to section 409A of the Code, and if a payment that is subject to execution of the Release could be made in more than one taxable year, payment shall be made in the later taxable year.

(c) All reimbursements and in-kind benefits provided under this Agreement shall be made or provided in accordance with the requirements of section 409A of the Code, including, where applicable, the requirement that (i) any reimbursement be for expenses incurred during the period specified in this Agreement, (ii) the amount of expenses eligible for reimbursement, or in-kind benefits provided, during a fiscal year not affect the expenses eligible for reimbursement, or in-kind benefits to be provided, in any other fiscal year, (iii) the reimbursement of an eligible expense be made no later than the last day of the fiscal year following the year in which the expense is incurred, and (iv) the right to reimbursement or in-kind benefits not be subject to liquidation or exchange for another benefit.

13. Restrictive Covenants.

(a) Noncompetition. The Executive agrees that during the Executive's employment with the Company and its Affiliates and the 12-month period following the date on which the Executive's employment terminates for any reason (the "Restriction Period"), the Executive will not, without the Board's express written consent, engage (directly or indirectly) in any Competitive Business in the United States or Canada. The term "Competitive Business" means any company engaged in marketing or distribution of fresh produce, frozen or dry food, or non-food products to Asian restaurants or food service customers. The Executive understands and agrees that, given the nature of the business of the Company and its Affiliates and the Executive's position with the Company, the foregoing is reasonable and appropriate. For purposes of this Agreement, the term "Affiliate" means any subsidiary of the Company or other entity under common control with the Company.

(b) Non-solicitation of Company Personnel. The Executive agrees that during the Restriction Period, the Executive will not, either directly or through others, hire or attempt to hire any employee, consultant or independent contractor of the Company or its Affiliates, or solicit or attempt to solicit any such person to change or terminate his or her relationship with the Company or an Affiliate or otherwise to become an employee, consultant or independent contractor to, for or of any other person or business entity, unless more than 12 months shall have elapsed between the last day of such person's employment or service with the Company or Affiliate and the first day of such solicitation or hiring or attempt to solicit or hire. If any employee, consultant or independent contractor is hired or solicited by any entity that has hired or agreed to hire the Executive during the Restricted Period, such hiring or solicitation shall be conclusively presumed to be a violation of this subsection (b).

(c) Non-solicitation of Customers. The Executive agrees that during the Restriction Period, the Executive will not, either directly or through others, solicit, divert or appropriate, or attempt to solicit, divert or appropriate, any customer or actively sought prospective customer of the Company or an Affiliate for the purpose of providing such customer or actively sought prospective customer with services or products competitive with those offered by the Company or an Affiliate during the Executive's employment with the Company or an Affiliate.

(d) Proprietary Information. At all times, the Executive will hold in strictest confidence and will not disclose, use, lecture upon or publish any of the Proprietary Information (defined below) of the Company or an Affiliate, except as such disclosure, use or publication may be required in connection with the Executive's work for the Company or as described in Section 13(e) below, or unless the Company expressly authorizes such disclosure in writing. "Proprietary Information" shall mean any and all confidential and/or proprietary knowledge, data or information of the Company and its Affiliates and shareholders, including but not limited to information relating to financial matters, investments, budgets, business plans, marketing plans, personnel matters, business contacts, products, processes, know-how, designs, methods, improvements, discoveries, inventions, ideas, data, programs, and other works of authorship.

(e) Reports to Government Entities. Nothing in this Agreement shall prohibit or restrict the Executive from initiating communications directly with, responding to any inquiry from, providing testimony before, providing confidential information to, reporting possible violations of law or regulation to, or filing a claim or assisting with an investigation directly with a self-regulatory authority or a government agency or entity, including the Equal Employment Opportunity Commission, the Department of Labor, the National Labor Relations Board, the Department of Justice, the Securities and Exchange Commission, Congress, any agency Inspector General or any other federal, state or local regulatory authority (collectively, the "Regulators"), or from making other disclosures that are protected under the whistleblower provisions of state or federal law or regulation. The Executive does not need the prior authorization of the Company to engage in conduct protected by this subsection, and the Executive does not need to notify the Company that the Executive has engaged in such conduct. Please take notice that federal law provides criminal and civil immunity to federal and state claims for trade secret misappropriation to individuals who disclose trade secrets to their attorneys, courts, or government officials in certain, confidential circumstances that are set forth at 18 U.S.C. §§ 1833(b)(1) and 1833(b)(2), related to the reporting or investigation of a suspected violation of the law, or in connection with a lawsuit for retaliation for reporting a suspected violation of the law.

(f) Inventions Assignment. The Executive agrees that all inventions, innovations, improvements, developments, methods, designs, analyses, reports, and similar or related information that relates to the Company's or its Affiliates' actual or anticipated business, research and development or existing or future products or services and that are conceived, developed or made by the Executive while employed by the Company ("Work Product") belong to the Company. The Executive will promptly disclose such Work Product to the Board and perform all actions reasonably requested by the Board (whether during or after the Term) to establish and confirm such ownership (including, without limitation, assignments, consents, powers of attorney and other instruments). If requested by the Company, the Executive agrees to execute any inventions assignment and confidentiality agreement that is required to be signed by Company employees generally.

(g) Return of Company Property. Upon termination of the Executive's employment with the Company for any reason, and at any earlier time the Company requests, the Executive will deliver to the person designated by the Company all originals and copies of all documents and property of the Company or an Affiliate that is in the Executive's possession or under the Executive's control or to which the Executive may have access. The Executive will not reproduce or appropriate for the Executive's own use, or for the use of others, any property, Proprietary Information or Work Product.

14. Remedies. Because Executive's services are personal and unique and because Executive may have access to and become acquainted with the Proprietary Information of the Company, the Company shall have the right to enforce this Agreement and any of its provisions by injunction, or other equitable relief, without bond (if allowed by applicable law), and without

prejudice to any other rights and remedies that the Company may have for a breach of this Agreement. In the event that Executive performs services for other entities while employed by the Company or leaves the employ of the Company, Executive hereby consents to the notification of Executive's new employer of Executive's rights and obligations under this Agreement.

15. Arbitration.

(a) Any and all disputes between the parties, arising under or relating to this Agreement, Executive's employment or the termination thereof, or any other dispute or claim arising among or between the parties, further including any disagreement as to whether such dispute or claim is arbitrable, shall be adjudicated and resolved exclusively through binding arbitration before the American Arbitration Association pursuant to the American Arbitration Association's then-in-effect National Rules for the Resolution of Employment Disputes (the "Rules"), except as modified by this Agreement. The initiation and conduct of any arbitration hereunder shall be in accordance with the Rules, and each side shall bear its own costs and counsel fees in any such arbitration. Any arbitration hereunder shall be conducted in Las Vegas, Nevada and any arbitration award shall be final and binding on the parties. The arbitrator shall have no authority to depart from, modify, or add to the written terms of this Agreement.

(b) The arbitration shall be conducted on a strictly confidential basis, and neither the Company nor Executive shall disclose the existence of a claim, the nature of a claim, any documents, exhibits, or information exchanged or presented in connection with such a claim, or the result of any claim (collectively, "Arbitration Materials") to any third party, with the sole exception of the parties' attorneys, accountants, and any other person reasonably necessary to litigate the arbitration (provided that they each agree to keep the Arbitration Materials confidential). The parties hereby agree to take all steps necessary to protect the confidentiality of the Arbitration Materials in connection with any court proceeding, agree to take all appropriate steps to file all Proprietary Information (and documents containing Proprietary Information) under seal in any such proceeding where possible, and agree to the entry of an appropriate protective order encompassing the confidentiality terms of this Agreement.

(c) Notwithstanding the foregoing, the arbitrator may grant motions to dismiss, motions for summary judgment, and interim injunctive relief or, notwithstanding anything to the contrary in this Agreement, the Company or Executive may commence litigation in court to obtain injunctive relief or an order requiring specific performance to enforce or prevent any violations of Section 13 of this Agreement. The arbitration provisions of this Section 15 shall be interpreted according to, and governed by, the Federal Arbitration Act, 9 U.S.C. § 1 et seq., and any action pursuant to such Act to enforce any rights hereunder shall be brought exclusively in the United States District Court for the District of Nevada, including the confirmation of any award arising out of the arbitration. The parties consent to the jurisdiction of (and the laying of venue in) such court. Executive also irrevocably and unconditionally consents to the service of any process, pleadings, notices or other papers by email.

16. Survival. The respective rights and obligations of the parties under this Agreement (including, but not limited to, under Sections 13, 14, 15 and 24) shall survive any termination of the Executive's employment or termination or expiration of this Agreement to the extent necessary to the intended preservation of such rights and obligations.

17. No Mitigation or Set-Off. In no event shall the Executive be obligated to seek other employment or take any other action by way of mitigation of the amounts payable to the Executive under any of the provisions of this Agreement, and such amounts shall not be reduced regardless of whether the Executive obtains other employment. The Company's obligation to make the payments provided for in this Agreement and otherwise to perform its obligations

hereunder shall not be affected by any circumstances, including, without limitation, any set-off, counterclaim, recoupment, defense or other right that the Company may have against the Executive or others.

18. Section 280G. In the event of a change in ownership or control under section 280G of the Code, if it shall be determined that any payment or distribution in the nature of compensation (within the meaning of section 280G(b)(2) of the Code) to or for the benefit of the Executive, whether paid or payable or distributed or distributable pursuant to the terms of this Agreement or otherwise (a "Payment"), would constitute an "excess parachute payment" within the meaning of section 280G of the Code, the provisions detailed in the section titled "Parachute Payments" in the Severance Plan shall apply to those aforementioned compensatory payments or distributions.

19. Notices. All notices and other communications required or permitted under this Agreement or necessary or convenient in connection herewith shall be in writing and shall be deemed to have been given when hand delivered or mailed by registered or certified mail, as follows (provided that notice of change of address shall be deemed given only when received):

If to the Company, to:

6325 South Rainbow Boulevard, Suite 420
Las Vegas, Nevada 89118
Attn: Felix Lin

If to the Executive, to the most recent address on file with the Company or to such other names or addresses as the Company or the Executive, as the case may be, shall designate by notice to each other person entitled to receive notices in the manner specified in this Section.

20. Withholding. All payments under this Agreement shall be made subject to applicable tax withholding, and the Company shall withhold from any payments under this Agreement all federal, state and local taxes as the Company is required to withhold pursuant to any law or governmental rule or regulation. The Executive shall bear all expense of, and be solely responsible for, all federal, state and local taxes due with respect to any payment received under this Agreement.

21. Remedies Cumulative; No Waiver. No remedy conferred upon a party by this Agreement is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to any other remedy given under this Agreement or now or hereafter existing at law or in equity. No delay or omission by a party in exercising any right, remedy or power under this Agreement or existing at law or in equity shall be construed as a waiver thereof, and any such right, remedy or power may be exercised by such party from time to time and as often as may be deemed expedient or necessary by such party in its sole discretion.

22. Assignment. All of the terms and provisions of this Agreement shall be binding upon and inure to the benefit of and be enforceable by the respective heirs, executors, administrators, legal representatives, successors and assigns of the parties hereto, except that the duties and responsibilities of the Executive under this Agreement are of a personal nature and shall not be assignable or delegable in whole or in part by the Executive. The Company may assign its rights, together with its obligations hereunder, in connection with any sale, transfer or other disposition of all or substantially all of its business and assets, and such rights and obligations shall inure to, and be binding upon, any successor to the business or any successor to substantially all of the assets of the Company, whether by merger, purchase of stock or assets or

otherwise, which successor shall expressly assume such obligations, and the Executive acknowledges that in such event the obligations of the Executive hereunder, including but not limited to those under Section 13, will continue to apply in favor of the successor.

23. Clawback Policies. Executive acknowledges and agrees that to the extent permitted under applicable law, all amounts payable under this Agreement are subject to the terms of any applicable Clawback Policy (as defined herein) and, to the extent permitted by applicable law, including without limitation section 409A of the Code, all amounts payable under this Agreement are subject to offset in the event that the Executive has an outstanding clawback, recoupment or forfeiture obligation to the Company under the terms of any applicable Clawback Policy. In the event of a clawback, recoupment or forfeiture event under an applicable Clawback Policy, the amount required to be clawed back, recouped or forfeited pursuant to such policy shall be deemed not to have been earned under the terms of this Agreement or otherwise, and the Company shall be entitled to recover from the Executive the amount specified under the policy to be clawed back, recouped or forfeited. For the purposes of this Agreement, “Clawback Policy” means any clawback, recoupment or forfeiture provisions of any applicable clawback, recoupment or forfeiture policy (including, without limitation, a clawback policy required to be implemented by an applicable stock exchange) approved by the Board (or a committee thereof), as in effect from time to time, whether approved before or after the Effective Date. Employee acknowledges and agrees that Executive will be bound by the terms of any such Clawback Policy as if it were set forth in this Agreement.

24. Indemnification. In the event the Executive is made, or threatened to be made, a party to any legal action or proceeding, whether civil or criminal, including any governmental or regulatory proceedings or investigations, by reason of the fact that the Executive is or was a director or officer of the Company or any of its Affiliates, the Executive shall be indemnified by the Company, and the Company shall pay the Executive’s related expenses when and as incurred, to the fullest extent permitted by applicable law and the Company’s articles of incorporation and bylaws. During the Executive’s employment with the Company or any of its Affiliates and after termination of employment for any reason, the Company shall cover the Executive under the Company’s directors’ and officers’ insurance policy applicable to other officers and directors according to the terms of such policy.

25. Entire Agreement. This Agreement sets forth the entire agreement of the parties hereto and supersedes any and all prior agreements and understandings concerning the Executive’s employment by the Company, other than the Severance Plan, which shall continue in full force and effect. For the avoidance of doubt, this Agreement supersedes the Severance Agreement. This Agreement may be changed only by a written document signed by the Executive and the Company.

26. Severability. If any provision of this Agreement or application thereof to anyone or under any circumstances is adjudicated to be invalid or unenforceable in any jurisdiction, such invalidity or unenforceability shall not affect any other provision or application of this Agreement, which can be given effect without the invalid or unenforceable provision or application, and shall not invalidate or render unenforceable such provision or application in any other jurisdiction. If any provision is held void, invalid or unenforceable with respect to particular circumstances, it shall nevertheless remain in full force and effect in all other circumstances.

27. Governing Law. This Agreement shall be governed by, and construed and enforced in accordance with, the substantive and procedural laws of Nevada without regard to rules governing conflicts of law.

28. Counterparts. This Agreement may be executed in any number of counterparts (including facsimile or pictograph format such as PDF), each of which shall be an original, but all of which together shall constitute one instrument.

(Signature Page Follows)

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

HF FOODS GROUP INC.

Name: Felix Lin
Title: Chief Executive Officer
Date:

EXECUTIVE

Name: Christine Chang
Date:

HF FOODS GROUP INC.
SEVERANCE PLAN
AND SUMMARY PLAN DESCRIPTION

Amended and Restated as of
September 28, 2026

*****IMPORTANT*****

Please read this booklet in its entirety.

This document describes benefits available under the Severance Plan and summarizes situations in which those benefits may be reduced, delayed, forfeited, or denied, as well as your rights and responsibilities and the procedures and deadlines for filing a claim or appeal and taking legal action against the Severance Plan and its fiduciaries.

If you cannot find answers to your questions in this booklet or want more information about the Severance Plan, please contact HF Foods Group Inc.'s Head of HR or contact the Plan Administrator at the address provided in this booklet.

INTRODUCTION

HF Foods Group Inc. (the “Company,” and together with its subsidiaries, “HFFG”) sponsors the HF Foods Group Inc. Severance Plan (including the exhibits hereto, the “Severance Plan”) for the benefit of select employees of HFFG. The Severance Plan is intended to provide severance pay to eligible employees whose employment is terminated under certain circumstances, in each case on the terms and conditions set forth herein. This document, combined with the applicable individual severance policies covering (1) the Chief Executive Officer of the Company; (2) key employees of the Company (other than the Chief Executive Officer); and (3) individuals classified by HFFG as Vice Presidents, each of which is attached hereto as an exhibit (each a “Policy” and collectively, the “Policies”), and combined with (a) any individual agreements that an eligible employee may enter into with the Company regarding the employee’s participation in the Plan, a form of which is attached hereto as an exhibit (each a “Letter Agreement”) or (b) an employment agreement that an eligible employee may enter into with the Company that provides for severance pay under the Severance Plan (an “Employment Agreement”) collectively constitute both the plan document and the summary plan description for the Severance Plan. The legal rights and obligations of any person having an interest in the Severance Plan are determined solely by the provisions of the Severance Plan.

Nothing in the Severance Plan will be construed to give any employee the right (a) to receive severance payments except on the terms and conditions set forth herein or (b) to continue in the employment of HFFG. The Severance Plan is unfunded, has no trustee and is administered by the Plan Administrator. The Severance Plan is intended to be an “employee welfare benefit plan” within the meaning of Section 3(1) of the Employee Retirement Income Security Act of 1974, as amended (“ERISA”), 29 U.S.C. § 1002(1), and 29 C.F.R. § 2510.3-2(b). Please review the section entitled “Amendment and Termination of the Severance Plan” regarding HFFG’s reservation of rights.

This Severance Plan supersedes all prior severance pay plans and practices, whether formal or informal, or written or unwritten, of HFFG except it is intended to be read and interpreted together with any applicable Letter Agreement or Employment Agreement. This Severance Plan does not supersede written severance or employment agreements between HFFG and an individual employee, but no severance pay will be provided under this Severance Plan to an employee who is eligible to receive severance pay under a written severance or employment agreement with HFFG unless such severance or employment agreement otherwise provides.

DEFINITIONS

“Cause” has the meaning set forth in a Letter Agreement or Employment Agreement, or, if no definition for such term is set forth therein, means (i) misappropriation of funds or property, fraud or dishonesty by the eligible employee within the course of providing services to HFFG which evidences a want of integrity or breach of trust; (ii) conviction of, or plea of “guilty” or “no contest” to, a felony under the laws of the United States or any state thereof; (iii) any conduct by the eligible employee within the course of providing services to HFFG that causes HFFG material harm or damages; (iv) misappropriation of any corporate opportunity or otherwise obtaining an improper personal profit from any corporate transaction; (v) material failure by the eligible employee to follow applicable written HFFG policies and procedures; (vi) failure to substantially perform his or her material, reasonable and lawful duties to HFFG by the eligible employee; (vii) failure to cooperate in good faith with a governmental or internal investigation of HFFG or its directors, officers or employees, if HFFG has requested cooperation in writing; or (viii) breach of the terms of such employee’s written employment agreement, confidentiality, nonsolicitation, or noncompetition agreement, if any. Notwithstanding the foregoing, Cause shall not exist based on conduct described in clause (v) through clause (viii) unless the conduct has not been cured to the reasonable satisfaction of the Company within 15 days following the eligible employee’s receipt of written notice from the Board (or, in the case of an eligible employee other than the Chief Executive Officer, the Chief Executive Officer) specifying the particulars of the conduct constituting Cause.

As used in this Severance Plan, “Change in Control” means the occurrence of any of the following events:

(a) the acquisition after the date hereof by any individual, entity or group (within the meaning of Section 13(d)(3) or 14(d)(2) of the Securities Exchange Act of 1934, as amended, and the rules and regulations promulgated thereunder (the “Exchange Act”)) of beneficial ownership (within the meaning of Rule 13d-3 promulgated under the Exchange Act) of more than 50% of the outstanding shares of common stock of the Company; provided, however, that any acquisition of common stock of the Company by any person pursuant to a business combination that complies with the provision to clause (c) below shall not be deemed to be a Change in Control under this clause (a); or

(b) individuals who constitute the Board of Directors of the Company (the “Board”) as of the date hereof (as modified by this clause (b), the “Incumbent Board”) cease for any reason to constitute at least a majority of the Board; provided, however, that any individual becoming a director subsequent to such date whose election, or

nomination for election by the Company's stockholders, was approved by a vote of at least two-thirds of the directors then comprising the Incumbent Board by a specific vote, will be deemed to be a member of the Incumbent Board, but excluding, for this purpose, any such individual whose initial assumption of office occurs as a result of an actual or threatened election contest with respect to the election or removal of directors or other actual or threatened solicitation of proxies or consents by or on behalf of a person other than the Board; or

(c) consummation of a reorganization, merger or consolidation of the Company or a direct or indirect wholly owned subsidiary thereof, a sale or other disposition (whether by sale, taxable or nontaxable exchange, formation of a joint venture or otherwise) of all or substantially all of the assets of the Company, or other strategic transaction involving the Company (each, a "Business Combination"), unless, in each case, immediately following such Business Combination, (A) all or substantially all of the individuals and entities who were the beneficial owners of common stock of the Company immediately prior to such Business Combination beneficially own, directly or indirectly, more than 50% of the combined voting power of the then-outstanding shares of capital stock of the entity resulting from such Business Combination or any direct or indirect parent corporation thereof (including, without limitation, an entity which as a result of such transaction owns the Company or all or substantially all of the Company's assets either directly or through one or more subsidiaries) and such capital stock is beneficially owned by such individuals and entities in substantially the same proportions as such individuals and entities beneficially owned common stock of the Company immediately prior to such Business Combination, or (B) no individual, entity or group (within the meaning of Section 13(d)(3) or 14(d)(2) of the Exchange Act) beneficially owns 30% or more of the combined voting power of the then-outstanding shares of capital stock of the entity resulting from such Business Combination or any direct or indirect parent corporation thereof.

As used in the Severance Plan, "Disability" means the total and permanent disability as defined in Section 22(e)(3) of the Code unless the Company maintains a long-term disability plan at the time of the eligible employee's termination, in which case, the determination of disability under such plan also will be considered "Disability" for purposes of this Policy.

As used in this Severance Plan, "Good Reason" has the meaning set forth in a Letter Agreement or Employment Agreement, to the extent applicable as stated therein, or, if no definition for such term is set forth therein, means, without the employee's prior written consent and subject to the notice, cure and other requirements set forth below, (i) a material diminution of base salary, provided that a diminution of 10% or less in any one calendar year that affects all similarly situated employees will not be deemed material; (ii) a material diminution of the employee's authority, duties or responsibilities as an employee; or (iii) a material change in the principal geographic location at which the employee must perform services for HFFG (for purposes of this Severance Plan, relocation to a facility or a location that would not increase the one-way commute distance by more than 50 miles will not be considered a material change in geographic location). In order for an employee to terminate status as an employee for Good

Reason, (1) the employee must first provide written notice to HFFG of the existence of the Good Reason condition within 30 days of the initial existence of such Good Reason condition, specifically identifying the acts or omissions constituting grounds for Good Reason; (2) HFFG must have a period of at least 30 days following receipt of such written notice during which it may remedy the Good Reason condition (the “Cure Period”); (3) the employee must cooperate in good faith with any efforts by HFFG to remedy the Good Reason condition; (4) the Good Reason condition must continue to exist upon completion of the Cure Period; and (5) the employee must resign from all positions held with HFFG effective not later than 30 days after completion of the Cure Period.

GENERAL INFORMATION

Plan Name:	HF Foods Group Inc. Severance Plan
Plan Number:	502
Employer/Plan Sponsor:	HF Foods Group Inc.
Employer Identification Number:	81-2717873
Type of Plan:	Severance Plan/Employee Welfare Benefit Plan
Plan Administrator:	HF Foods Group, Inc. <i>Attention: Administrator of the HF Foods Group, Inc. Severance Plan</i> 6325 South Rainbow Boulevard, Suite 420 Las Vegas, Nevada 89118 (888) 905-0998
Agent for Service of Legal Process:	HF Foods Group, Inc. <i>Attention: General Counsel</i> 6325 South Rainbow Boulevard, Suite 420 Las Vegas, Nevada 89118 (888) 905-0998
Sources of Contributions:	The Plan is unfunded and all benefits are paid from the general assets of HFFG
Type of Administration:	The Plan is administered by the Plan Administrator
Plan Year:	The Plan's fiscal records are kept on a fiscal year basis ending December 31

ELIGIBILITY

A. When an Employee is Eligible

Only those employees of HFFG specified in the applicable Policy are eligible to participate in the Severance Plan.

Notwithstanding any other term of the Severance Plan, the receipt of any severance payments or benefits pursuant to the Severance Plan is subject to an eligible employee's signing and not revoking the Company's then-standard separation agreement and release of claims relating to employment with HFFG (collectively, the "Form Release"), which Form Release the Company will provide to any eligible employee promptly after (and in any event within five (5) days of) the termination of employment. The Form Release shall provide the applicable

employee with the opportunity to review its terms as set forth therein, which shall be 21 or 45 days, as applicable, and shall, to the extent required by applicable law, allow for revocation as set forth in the Form Release. **In no event will severance payments or benefits be paid or provided under the Severance Plan until the Form Release actually becomes effective and irrevocable.** In the event of a Change in Control, the Form Release shall be in the form established by the Plan Administrator prior to such Change in Control, and such Form Release may not thereafter be modified or amended during the 24-month period after such Change in Control.

B. When an Employee is Not Eligible

An employee is **not eligible** for severance pay in any of the following circumstances:

1. The employee voluntarily resigns other than for Good Reason.
2. The employee is terminated by HFFG for Cause or has a termination of employment due to death or Disability.
3. The termination of employment results from the voluntary transfer of such employee's employment to an affiliate of the Company.

Notwithstanding any provision of the Severance Plan to the contrary, HFFG, in its sole discretion and acting as the Severance Plan sponsor and not as a fiduciary, reserves the right (a) to award severance benefits to a terminated employee who is not otherwise eligible, (b) to award benefits to any eligible employee in addition to, or in a greater amount than, the benefits provided for in the Severance Plan, and/or (c) to pay out benefits to any eligible employee on an accelerated basis compared to the terms of the Severance Plan, subject to the provisions of Section 409A (as defined below).

PLAN BENEFITS

The amount, form, and timing of severance pay will be determined in accordance with the applicable Policy.

Severance pay benefits shall be reduced by amounts paid by HFFG under all federal, state and local tax or other applicable laws, or amounts paid by HFFG or to which any employee is entitled in connection with any statute, regulation or agreement that relates to notice, severance or separation benefits (including but not limited to the Worker Adjustment and Retraining Notification Act and any state or local statute concerning notice, severance or separation benefits).

Severance payments will be made from the general assets of HFFG. Unless otherwise required by law, severance payments will be paid either in equal monthly installments or in a lump sum, in accordance with the applicable Policy (subject to any written clawback policy maintained by HFFG).

HFFG will pay premiums to cover each qualified employee's health insurance coverage through the Consolidated Omnibus Budget Reconciliation Act under the terms of the applicable Policy.

The employee will be paid his or her accrued paid time off hours, less any hours used up through termination of employment.

Severance payments will not be used or considered in the computation or accrual of benefits under any other benefit plan or program except to the extent explicitly permitted in such plan or program. In the event an otherwise eligible employee dies after becoming eligible for severance payments but before receiving all of the severance payments due to the deceased employee, any remaining payments shall be paid to the deceased employee's estate.

COMPLIANCE WITH SECTION 409A

The Severance Plan is intended to meet the requirements of the short term deferral and separation pay plan exemptions under Section 409A of the Internal Revenue Code of 1986, as amended (the "Code"), and the rules and regulations promulgated thereunder ("Section 409A"), and any ambiguities herein will be interpreted to satisfy such exemptions or otherwise comply with Section 409A. If and to the extent that any payment under the Severance Plan is deemed to be deferred compensation subject to the requirements of Section 409A, the Severance Plan will be operated in compliance with the applicable requirements of Section 409A and its corresponding regulations. Any payment from the Severance Plan that is subject to the requirements of Section 409A may only be made in a manner and upon an event permitted by Section 409A. If an employee is a "specified employee" as the date of termination of employment, payment of any amount of that is "deferred compensation" under Section 409A that is required to be delayed in compliance with Section 409A(a)(2)(B), shall not be made prior to the earlier of the expiration of the six-month period measured from the Participant's separation from service, or the date of the Participant's death. Amounts delayed under this provision shall be paid in one lump sum, without interest, within ten days after the date payment becomes due after such delay. Payments upon termination of employment may only be made upon a "separation from service" under Section 409A. The Company reserves the right to amend the Severance Plan as it deems necessary or advisable, in its sole discretion and without the consent of any eligible employee or any other individual, to comply with Section 409A or to otherwise avoid income recognition under Section 409A prior to the actual payment of any benefits or imposition of any additional tax. Each payment, installment and benefit payable under this Policy is intended to constitute a separate payment for purposes of U.S. Treasury Regulation Section 1.409A-2(b)(2). Each payment under the Severance Plan shall be treated as a separate payment for purposes of Section 409A. In no event will HFFG reimburse any employee for any taxes that may be imposed on such employee as a result of Section 409A. In no event may an employee, directly or indirectly, designate the calendar year of any payment to be made under the Severance Plan and in the event that the period to review or revoke the Form release spans two years, payments under the Severance Plan will commence in the second year.

PARACHUTE PAYMENTS

A. Reduction of Severance Benefits

Notwithstanding anything set forth herein to the contrary, if any payment or benefit that an eligible employee would receive from HFFG or any other party whether in connection with the provisions herein or otherwise (the “Payment”) would (i) constitute a “parachute payment” within the meaning of Section 280G of the Code, and (ii) but for this sentence, be subject to the excise tax imposed by Section 4999 of the Code (the “Excise Tax”), then such Payment shall be equal to the Best Results Amount. The “Best Results Amount” shall be either (x) the full amount of such Payment or (y) such lesser amount as would result in no portion of the Payment being subject to the Excise Tax, whichever of the foregoing amounts, taking into account the applicable federal, state and local employment taxes, income taxes and the Excise Tax, results in the eligible employee’s receipt, on an after-tax basis, of the greater amount notwithstanding that all or some portion of the Payment may be subject to the Excise Tax. If a reduction in payments or benefits constituting “parachute payments” is necessary so that the Payment equals the Best Results Amount, reduction shall occur in the following order: reduction of cash payments; cancellation of accelerated vesting of stock awards; reduction of employee benefits. In the event that acceleration of vesting of stock award compensation is to be reduced, such acceleration of vesting shall be cancelled in the reverse order of the date of grant of the eligible employee’s stock awards unless the eligible employee elects in writing a different order for cancellation. The eligible employee shall be solely responsible for the payment of all personal tax liability that is incurred as a result of the payments and benefits received under the Severance Plan, and the eligible employee will not be reimbursed by HFFG for any such payments.

B. Determination of Excise Tax Liability

The Company shall select a professional services firm to make all of the determinations required to be made under these paragraphs relating to “Parachute Payments.” The Company shall request that the firm provide detailed supporting calculations both to the Company and the eligible employee prior to the date on which the event that triggers the Payment occurs if administratively feasible, or subsequent to such date if events occur that result in parachute payments to the eligible employee at that time. For purposes of making the calculations required under these paragraphs relating to “Parachute Payments,” the firm may make reasonable assumptions and approximations concerning applicable taxes and may rely on reasonable, good-faith determinations concerning the application of the Code. The Company and the eligible employee shall furnish to the firm such information and documents as the firm may reasonably request in order to make a determination under these paragraphs relating to “Parachute Payments.” The Company shall bear all costs the firm may reasonably incur in connection with any calculations contemplated by these paragraphs relating to “Parachute Payments.” Any such determination by the firm shall be binding upon the Company and the eligible employee, and the Company shall have no liability to the eligible employee for the determinations of the firm.

CLAIMS PROCEDURE

C. Adverse Benefit Determinations

A terminated employee does not need to apply for benefits under the Severance Plan. However, if the terminated employee (or his or her authorized representative) wishes to file a claim for benefits, the claim must be in writing and filed with the Plan Administrator, and must be received by the Plan Administrator within ninety (90) days after the effective date of employment termination, or, if benefits have commenced, within ninety (90) days of any reduction or cessation of benefits. If the Plan Administrator denies a claim in whole or in part, the Plan Administrator will provide notice to the terminated employee, in writing, within 90 days after the claim is filed, unless the Plan Administrator determines that an extension of time for processing is required. In the event that the Plan Administrator determines that such an extension is required, written notice of the extension shall be furnished to the terminated employee prior to the termination of the initial 90-day period. The extension shall not exceed a period of 90 days from the end of the initial period of time and the extension notice shall indicate the special circumstances requiring an extension of time and the date by which the Plan Administrator expects to render the benefit decision.

The written notice of a denial of a claim shall set forth, in a manner calculated to be understood by the terminated employee:

1. the specific reason or reasons for the denial;
2. reference to the specific Severance Plan provisions on which the denial is based;
3. a description of any additional material or information necessary for the terminated employee to perfect the claim and an explanation as to why such information is necessary; and
4. an explanation of the Severance Plan's claims procedure and the time limits applicable to such procedures, including a statement of the claimant's right to bring a civil action under section 502(a) of ERISA following an adverse benefit determination on appeal.

D. Appeal of Adverse Benefit Determinations

The terminated employee or his or her duly authorized representative shall have an opportunity to appeal a claim denial to the Plan Administrator for a full and fair review. The terminated employee or his or her duly authorized representative may:

1. request a review upon written notice to the Plan Administrator within 60 days after receipt of a notice of the denial of a claim for benefits;
2. submit written comments, documents, records, and other information relating to the claim for benefits; and
3. examine the Severance Plan and obtain, upon request and without charge, copies of all documents, records, and other information relevant to the terminated employee's claim for benefits.

The Plan Administrator's review shall take into account all comments, documents, records, and other information submitted by the terminated employee relating to the claim, without regard to whether such information was submitted or considered by the Plan Administrator in the initial benefit determination. A determination on the review by the Plan Administrator will be made not later than 60 days after receipt of a request for review, unless the Plan Administrator determines that an extension of time for processing is required. In the event that the Plan Administrator determines that such an extension is required, written notice of the extension shall be furnished to the terminated employee prior to the termination of the initial 60-day period. The extension shall not exceed a period of 60 days from the end of the initial period and the extension notice shall indicate the special circumstances requiring an extension of time and the date on which the Plan Administrator expects to render the determination on review.

The written determination of the Plan Administrator shall set forth, in a manner calculated to be understood by the terminated employee:

1. the specific reason or reasons for the decision;
2. reference to the specific Plan provisions on which the decision is based;
3. the terminated employee's right to receive, upon request and without charge, reasonable access to, and copies of, all documents, records and other information relevant to the claim for benefits; and
4. a statement of the claimant's right to bring a civil action under section 502(a) of ERISA.

No person may bring an action for any alleged wrongful denial of Severance Plan benefits in a court of law unless the claims procedures set forth above are exhausted and a final determination is made by the Plan Administrator. If the terminated employee or other interested person challenges a decision of the Plan Administrator, a review by the court of law will be limited to the facts, evidence and issues presented to the Plan Administrator during the claims procedure set forth above. Facts and evidence that become known to the terminated employee or other interested person after having exhausted the claims procedure must be brought to the attention of the Plan Administrator for reconsideration of the claims determination. Issues not raised with the Plan Administrator will be deemed waived. If the terminated employee or other duly authorized person has followed this entire claims procedure and at the end of the process the claim is denied by the Plan Administrator, and if the terminated employee or other duly authorized person then wishes to file a legal action concerning the claim for benefits, the terminated employee or other duly authorized person must commence the legal action within one hundred eighty (180) days after the date of the Plan Administrator's final decision on the claim (i.e., one hundred eighty (180) days after the date of the final denial under this claims procedure).

PLAN ADMINISTRATION

The Company is the administrator of the Severance Plan (the "Plan Administrator"), and shall administer the Severance Plan. The Plan Administrator is the "named fiduciary" of the Plan for purposes of ERISA and will be subject to the fiduciary standards of ERISA when acting in

such capacity. The authority and duties of the Plan Administrator are described in this section and in such charters or other documents as may be adopted from time to time. The Plan Administrator will be the sole judge of the application and interpretation of the Severance Plan, and will have the discretionary authority to construe the provisions of the Severance Plan, to resolve disputed issues of fact, and to make determinations regarding eligibility for benefits. The Plan Administrator shall correct any defect, reconcile any inconsistency, or supply any omission with respect to the Severance Plan. The decisions of the Plan Administrator in all matters relating to the Severance Plan that are within the scope of its authority (including, but not limited to, eligibility for benefits, Severance Plan interpretations, and disputed issues of fact) will be final and binding on all parties; *provided* that in the event of a Change in Control, all such decisions relating to a qualifying termination within 24 months following such Change in Control, and benefits provided in connection with such Change in Control, will be reviewed de novo and will not be presumed to be final and binding on all parties.

The following paragraph shall apply to the Policies attached as Exhibit A and Exhibit B hereto and the main Severance Plan document as it relates to such Policies (collectively, the “Executive Severance Plan”). The Company shall administer the Executive Severance Plan acting through the Compensation Committee of the Board or another duly constituted committee of members of the Board (or any person or persons to whom the Compensation Committee or such other committee has delegated any authority or responsibility with respect to the Executive Policies pursuant to this section, but only to the extent of such delegation). In accordance with the immediately preceding sentence, the Plan Administrator (a) may, in its sole discretion and on such terms and conditions as it may provide, delegate in writing to one or more officers of the Company all or any portion of its authority or responsibility with respect to the Executive Severance Plan, and (b) has the authority to act for the Company as to any matter pertaining to the Executive Severance Plan; *provided, however*, that any Executive Severance Plan amendment or other action that reasonably could be expected to increase materially the cost of the Executive Severance Plan must be approved by the Compensation Committee or such other committee of the Board acting on behalf of the Company as Plan Administrator.

The following paragraph shall apply to the Policy attached as Exhibit C hereto and the main Severance Plan document as it relates to such Policy (collectively, the “VP Level Severance Plan”). The Company shall administer the VP Level Severance Plan acting through a committee composed of the Chief Executive Officer, the Chief Financial Officer and the Chief Operating Officer of the Company (the “Committee”). The Plan Administrator (acting through the Committee) has the authority to act for the Company as to any matter pertaining to the VP Level Severance Plan. Any act, decision or determination of the Committee shall require the affirmative approval of a majority of the members of the Committee then in office.

ACTION BY HFFG

Any action taken by HFFG under the Severance Plan shall be taken by the Plan Administrator.

AMENDMENT AND TERMINATION OF THE SEVERANCE PLAN

The Company reserves the right to amend or terminate the Severance Plan (including, for the avoidance of doubt, any Policy) at any time, without advance notice to any eligible employee or other individual and without regard to the effect of the amendment or termination on any eligible employee or on any other individual, except as provided below in connection with a Change in Control. Any amendment or termination of the Severance Plan will be in writing. Any action of the Company in amending or terminating the Severance Plan will be taken in a non-fiduciary capacity.

Any amendment to the Severance Plan (including, for the avoidance of doubt, any Policy, Letter Agreement or Employment Agreement) that causes an individual or group of individuals to cease to be an eligible employee, or that materially decreases the severance compensation and benefits such individual or group of individuals would be entitled to, will not be effective unless it is both approved by the Plan Administrator and communicated to the affected individual(s) in writing at least 6 months prior to the effective date of the amendment or termination.

No amendment or termination of the Severance Plan (including, for the avoidance of doubt, any Policy, Letter Agreement or Employment Agreement) shall be made during the period commencing 6 months prior to a Change in Control and ending 24 months following a Change in Control to the extent that such amendment or reduction would reduce the benefits provided under the Severance Plan, impair an eligible employee's eligibility under the Severance Plan or otherwise impose additional terms, conditions or requirements on an eligible employee's right to receive benefits provided under the Severance Plan (unless the affected eligible employee consents to such amendment or termination in writing). In the event of any such amendment or termination in the 6 months prior to a Change in Control, such amendment or termination will be reverted and void ab initio effective as of the date of such Change in Control.

No amendment or termination of the Severance Plan (including, for the avoidance of doubt, any Policy, Letter Agreement or Employment Agreement) shall cause the discontinuance of payment of severance benefits to any person who is already receiving severance benefits under the Severance Plan at the time of the amendment or termination or contravene any rights to maintenance of benefits eligibility as set forth in a Letter Agreement or an Employment Agreement.

MISCELLANEOUS INFORMATION

Nonalienation of Benefits. None of the payments, benefits or rights of any Participant will be subject to any claim of any creditor of the Participant, and, in particular, to the fullest extent permitted by law, all such payments, benefits and rights will be free from attachment, garnishment, trustee's process, or any other legal or equitable process available to any creditor of such terminated employee. No Participant will have the right to alienate, anticipate, commute, plead, encumber or assign any of the benefits or payments that he or she may expect to receive, contingently or otherwise, under this Severance Plan.

No Contract of Employment. Neither the establishment of the Severance Plan, nor any modification thereof, nor the creation of any fund, trust or account, nor the payment of any benefits will be construed as giving any terminated employee, or any person whomsoever, the right to be retained in the service of the Company, and all other terminated employees will remain subject to discharge to the same extent as if the Severance Plan had never been adopted.

Severability of Provisions. If any provision of the Severance Plan is held invalid or unenforceable, such invalidity or unenforceability will not affect any other provisions hereof, and the Severance Plan will be construed and enforced as if such provisions had not been included.

Heirs, Assigns, and Personal Representatives. The Severance Plan will be binding upon the heirs, executors, administrators, successors and assigns of the parties, including each terminated employee (except that no successor to the Company will be considered a Plan sponsor unless that successor adopts the Severance Plan).

Payments to Incompetent Persons, Beneficiaries, Etc. Any benefit payable to or for the benefit of a minor, incompetent person or other person incapable of receipting therefor will be deemed paid when paid to such person's guardian or to the party providing for the care of such person. Any benefits due to a deceased terminated employee will be paid to the terminated employee's estate. Any such payment will fully discharge the Company, the Plan Administrator, and all other parties with respect thereto.

Lost Payees. A benefit will be deemed forfeited if the Plan Administrator is unable to locate a terminated employee to whom a benefit is due. Such benefit will be reinstated if application is made by the terminated employee for the forfeited benefit while the Severance Plan is in operation.

Controlling Law. The Severance Plan will be construed and enforced according to the laws of the State of Nevada, without regard to any conflict of law provisions, to the extent not superseded by federal law.

ERISA RIGHTS STATEMENT

Each participant in the Severance Plan is entitled to certain rights and protections under ERISA. ERISA provides that all plan participants shall be entitled to:

Receive Information About the Severance Plan and Benefits

- Examine, without charge, at the Plan Administrator's office and at other specified locations, such as worksites and union halls, all documents governing the plan, including insurance contracts and collective bargaining agreements, and a copy of the latest annual report (Form 5500 Series) filed by the plan with the U.S. Department of Labor and available at the Public Disclosure Room of the Employee Benefits Security Administration.
- Obtain, upon written request to the Plan Administrator, copies of documents governing the operation of the Plan, including insurance contracts and collective bargaining agreements, and copies of the latest annual report (Form 5500 Series) and updated summary plan description. The Plan Administrator may make a reasonable charge for the copies.

Prudent Actions by Plan Fiduciaries

In addition to creating rights for Severance Plan participants, ERISA imposes duties upon the people who are responsible for the operation of the employee benefit plan. The people who operate the Severance Plan, called “fiduciaries” of the plan, have a duty to do so prudently and in the interest of Plan participants and beneficiaries. No one, including the employer or any other person, may fire an employee or otherwise discriminate against an employee in any way to prevent such employee from obtaining a welfare benefit or exercising his or her rights under ERISA.

Enforce Participant’s Rights

If a claim for a benefit is denied or ignored, in whole or in part, the eligible employee has a right to know why this was done, to obtain copies of documents relating to the decision without charge, and to appeal any denial, all within certain time schedules.

Under ERISA, there are steps that eligible employees can take to enforce the above rights. For instance, if the eligible employee requests materials from the plan and does not receive them within 30 days, such employee may file suit in a federal court. In such a case, the court may require the Plan Administrator to provide the materials and pay the eligible employee up to \$110 a day until such employee receives the materials, unless the materials were not sent because of reasons beyond the control of the administrator. If an eligible employee has a claim for benefits which is denied or ignored, in whole or in part, such employee may file suit in a state or federal court. If it should happen that the Plan fiduciaries misuse the Severance Plan’s money or if an eligible employee is discriminated against for asserting his or her rights, such employee may seek assistance from the U.S. Department of Labor, or may file suit in a federal court. The court will decide who should pay court costs and legal fees. If the eligible employee is successful, the court may order the person that employee sued to pay these costs and fees. If the eligible employee loses, the court may order him or her to pay these costs and fees, for example, if it finds the employee’s claim is frivolous.

Assistance with Questions

If an eligible employee has any questions about the Severance Plan, the employee should contact the Company’s Head of HR or contact the Plan Administrator at the address provided under “General Information” above. If an eligible employee has any questions about this statement or about his or her rights under ERISA, such employee should contact the nearest office of the Employee Benefits Security Administration, U.S. Department of Labor, listed in the telephone directory or the Division of Technical Assistance and Inquiries, Employee Benefits Security Administration, U.S. Department of Labor, 200 Constitution Avenue NW, Washington, D.C. 20210. An employee may also obtain certain publications about his or her rights and responsibilities under ERISA by calling the publication hotline of the Employee Benefits Security Administration.

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EXHIBIT A

HF FOODS GROUP INC. SEVERANCE POLICY

(Chief Executive Officer)

This Severance Policy (this “Policy”), together with the amended and restated employment agreement between the Chief Executive Officer and the Company effective September 28, 2026 (the “Employment Agreement”), sets forth the severance policy applicable to the Chief Executive Officer of HF Foods Group Inc. (the “Company”) under the HF Foods Group Inc. Severance Plan. The summary plan description for the Severance Plan applicable to the Chief Executive Officer is made up of the main Severance Plan document, this Policy, and the Employment Agreement. The main Severance Plan document, this Policy, and the Employment Agreement must be read together. Capitalized terms used herein and not defined shall have the meaning set forth in the main Severance Plan document.

ELIGIBILITY

The Policy applies to the Chief Executive Officer of the Company. This policy does not apply to any other employee nor does it apply to any person who is described as ineligible in the Severance Plan.

QUALIFYING EVENTS

The Chief Executive Officer will be entitled to the severance benefits set forth in this Policy in the event of (a) a termination of employment of the Chief Executive Officer by the Company (other than a termination for Cause, death or Disability), (b) a termination of employment of the Chief Executive Officer by the Company by issuing a Non-Renewal Notice, or (c) a termination of employment by the Chief Executive Officer for Good Reason, (each a “Qualifying Event”). The terms “Cause”, “Non-Renewal Notice”, “Good Reason”, “Base Salary”, “Annual Bonus” are defined in the Employment Agreement.

PLAN BENEFITS

A. Payment Amount and Timing

B. The amount of severance payable upon a Qualifying Event depends on when the termination occurs and whether it is in connection with a Change in Control.

1. Termination in Connection with a Change in Control

If a Qualifying Event occurs during the period beginning six (6) months before and ending twenty-four (24) months after a Change in Control, the Chief Executive Officer will receive a severance benefit equal to:

- a. Three (3) times the Chief Executive Officer’s Base Salary, **plus**

- b. Three (3) times the Chief Executive Officer's target Annual Bonus for the year of termination, **plus**
- c. If the Qualifying Event occurs on or after March 31, a prorated target Annual Bonus for the year of termination, determined by multiplying the target Annual Bonus by a fraction, the numerator of which is the number of days employed during the calendar year and the denominator of which is 365 (a "Pro-Rata Bonus").

2. *Termination Not in Connection with a Change in Control*

If a Qualifying Event occurs and Section A(1) does not apply, the Chief Executive Officer will receive a severance benefit equal to:

- a. Two (2) times the Chief Executive Officer's Base Salary, **plus**
- b. Two (2) times the Chief Executive Officer's target Annual Bonus for the year of termination, **plus**
- c. If the Qualifying Event occurs on or after March 31, a Pro-Rata Bonus.

Severance benefits under this Section A will be paid in a single lump sum on the last day of, or as soon as reasonably practicable (and in no event later than 15 days after), the end of the 60-day period following the Qualifying Event, subject to the Form Release requirements described below being satisfied.

C. Vacation

Accrued but unused vacation will be paid out to the Chief Executive Officer promptly after termination. Vacation will stop accruing as of the effective date of termination.

D. Insurance Benefits

If the Chief Executive Officer timely elects continued group health plan continuation coverage under the Consolidated Omnibus Budget Reconciliation Act of 1985 ("COBRA") following termination, HFFG will pay directly to the carrier in a timely manner the full amount of the COBRA premiums for continued coverage under HFFG's group health plans, including coverage for eligible dependents, until the earliest of (i) twenty four (24) months following the date of termination or (ii) the date when the Chief Executive Officer becomes eligible for substantially equivalent health insurance coverage in connection with new employment (the "COBRA Payment Period"). Upon the conclusion of the COBRA Payment Period, the Chief Executive Officer will be responsible for the entire payment of premiums (or payment for the cost of coverage) required under COBRA for the duration of any eligible COBRA coverage period. The Chief Executive Officer agrees to promptly notify HFFG as soon as eligible for health insurance coverage in connection with new employment or self-employment. Notwithstanding the foregoing, if at any time HFFG determines, in its sole discretion, that it cannot provide the COBRA premium benefits without HFFG or the Chief Executive Officer

potentially incurring financial costs or penalties under applicable law (including, without limitation, Section 2716 of the Public Health Service Act), then in lieu of paying COBRA premiums directly to the carrier, HFFG will instead pay the Chief Executive Officer on the last day of each remaining month of the COBRA Payment Period a fully taxable cash payment equal to the monthly cost of COBRA premium coverage, and grossed up to cover any applicable taxes, subject to applicable tax withholding for the balance of the COBRA Payment Period.

E. Equity Treatment

If a termination of employment constituting a qualifying event occurs, the Chief Executive Officer should consult the relevant equity award agreement(s) for terms relevant to equity awards, including provisions dictating how unvested equity will be treated in the future.

AGREEMENT AND GENERAL RELEASE OF CLAIMS

To qualify for the severance pay benefit, the Chief Executive Officer must timely sign, return, and not effectively rescind the Form Release, as provided in the Severance Plan. The Form Release shall provide the Chief Executive Officer with the opportunity to review its terms as set forth therein, which shall be 21 or 45 days, as applicable, and shall, to the extent required by applicable law, allow for revocation as set forth in the Form Release. If the Chief Executive Officer chooses not to sign a Form Release in a timely manner or rescinds a Form Release, the Chief Executive Officer will **not** receive severance pay under this policy. For more information regarding terms of HFFG's Form Release, please contact HFFG's Human Resources Department.

EXHIBIT B

HF FOODS GROUP INC. SEVERANCE POLICY

(Key Employees Other Than the Chief Executive Officer)

This Severance Policy (this “Policy”), together with any applicable Letter Agreement or Employment Agreement, sets forth the severance policy applicable to Key Employees of HF Foods Group Inc. (the “Company”) under the HF Foods Group Inc. Severance Plan. As used in this Policy, the term “Key Employee” means a member of a “select group of management or highly compensated employees” (within the meaning of Sections 201(a), 301(a)(3) and 401(a)(1) of ERISA) of the Company who has been designated by the Committee as a Key Employee for purposes of this Policy. The term “Key Employee” does not include the Chief Executive Officer nor employees classified as Vice Presidents, both of whose severance benefits are governed by a separate Policy. The summary plan description for the Severance Plan applicable to Key Employees is made up of the main Severance Plan document, this Policy, and any applicable Letter Agreement or Employment Agreement. Both the main Severance Plan document, this Policy, and any applicable Letter Agreement or Employment Agreement must be read together. Capitalized terms used herein and not defined shall have the meaning set forth in the main Severance Plan document.

ELIGIBILITY

The Policy applies to Key Employees. This policy does not apply to any other employee nor does it apply to any person who is described as ineligible in the Severance Plan.

QUALIFYING EVENTS

Each Key Employee will be entitled to the severance benefits set forth in this Policy in the event of (a) a termination of employment of the Key Employee by the Company (other than a termination for Cause, death or Disability), (b) a termination of employment by the Key Employee for Good Reason, or, (c) if provided by an Employment Agreement, a termination of employment of the Key Employee by the Company by issuing a Non-Renewal Notice, as defined in the Employment Agreement (each a “Qualifying Event”).

PLAN BENEFITS

A. Payment Amount and Timing

The amount of severance is equal to the severance benefit specified in the Key’s Employee’s Letter Agreement or Employment Agreement, as applicable.

Severance benefits under this Section A will be paid in a single lump sum on the last day of, or as soon as reasonably practicable (and in no event later than 15 days after), the end of the 60-day period following the Qualifying Event, subject to the Form Release requirements described below being satisfied.

B. Vacation

Accrued but unused vacation will be paid out to the Key Employee promptly after termination. Vacation will stop accruing as of the effective date of termination.

C. Insurance Benefits

If a Key Employee timely elects continued group health plan continuation coverage under the Consolidated Omnibus Budget Reconciliation Act of 1985 (“COBRA”) following termination, HFFG will pay directly to the carrier in a timely manner the full amount of the COBRA premiums for continued coverage under HFFG’s group health plans, including coverage for eligible dependents, until the earliest of (i) twenty-four (24) months following the date of termination or (ii) the date when the Key Employee becomes eligible for substantially equivalent health insurance coverage in connection with new employment (the “COBRA Payment Period”). Upon the conclusion of the COBRA Payment Period, the Key Employee will be responsible for the entire payment of premiums (or payment for the cost of coverage) required under COBRA for the duration of any eligible COBRA coverage period. The Key Employee agrees to promptly notify HFFG as soon as eligible for health insurance coverage in connection with new employment or self-employment. Notwithstanding the foregoing, if at any time HFFG determines, in its sole discretion, that it cannot provide the COBRA premium benefits without HFFG or the Key Employee potentially incurring financial costs or penalties under applicable law (including, without limitation, Section 2716 of the Public Health Service Act), then in lieu of paying COBRA premiums directly to the carrier, HFFG will instead pay the Key Employee on the last day of each remaining month of the COBRA Payment Period a fully taxable cash payment equal to the monthly cost of COBRA premium coverage, and grossed up to cover any applicable taxes, subject to applicable tax withholding for the balance of the COBRA Payment Period.

D. Equity Treatment

If a termination of employment constituting a Qualifying Event occurs, Key Employee should consult the relevant equity award agreement(s) for terms relevant to equity awards, including provisions dictating how unvested equity will be treated in the future.

AGREEMENT AND GENERAL RELEASE OF CLAIMS

To qualify for the severance pay benefit, a Key Employee must timely sign, return, and not effectively rescind the Form Release, as provided in the Severance Plan. The Form Release shall provide the Key Employee with the opportunity to review its terms as set forth therein, which shall be 21 or 45 days, as applicable, and shall, to the extent required by applicable law, allow for revocation as set forth in the Form Release. If a Key Employee chooses not to sign a Form Release in a timely manner or rescinds a Form Release, that Key Employee will **not** receive severance pay under this policy. For more information regarding terms of HFFG’s Form Release, please contact HFFG’s Human Resources Department.

EXHIBIT C

HF FOODS GROUP INC. SEVERANCE POLICY

(Employees Classified as Vice Presidents)

This Severance Policy (this “Policy”) sets forth the severance policy of HF Foods Group Inc. (the “Company”) under the HF Foods Group Inc. Severance Plan for employees classified by the Company or its subsidiaries as Vice Presidents (“VPs,” and each a “VP”). The summary plan description for the Severance Plan applicable to VPs is made up of the main Severance Plan document and this Policy. Both the main Severance Plan document and this Policy must be read together. Capitalized terms used herein and not defined shall have the meaning set forth in the main Severance Plan document.

ELIGIBILITY

The Policy applies to VPs. This policy does not apply to any employee covered by another Policy (regardless of whether such employee is also classified as a VP), any other employee or any person who is described as ineligible in the Severance Plan.

QUALIFYING EVENTS

Each VP will be entitled to the severance benefits set forth in this Policy in the event of (a) a termination of employment of the VP by the Company (other than a termination for Cause, death or Disability) or (b) a termination of employment by the VP for Good Reason (each a “Qualifying Event”).

PLAN BENEFITS

A. Payment Amount and Timing

B. The amount of severance payable upon a Qualifying Event depends on whether the termination occurs in connection with a Change in Control.

1. Termination in Connection with a Change in Control

C. If a Qualifying Event occurs during the period beginning six (6) months before and ending twenty-four (24) months after a Change in Control, the VP will receive one (1) times Base Salary, as defined below.

D. Severance benefits under this Section A(1) will be paid in a single lump sum on the last day of, or as soon as reasonably practicable (and in no event later

than 15 days after), the end of the 60-day period following the Qualifying Event, subject to the Form Release requirements described below being satisfied.

2. *Termination Not in Connection with a Change in Control*

E. If a Qualifying Event occurs and Section A(1) does not apply, the VP will receive one-half (0.5) times Base Salary, as defined below.

F. Severance benefits under this Section A(2) will be paid in six (6) equal monthly installments in cash in immediately available funds.

For purposes of this Policy, “Base Salary” means annual regular wages, whether paid bi-weekly or semi-monthly, received by a VP through HFFG’s standard payroll policies and procedures, exclusive of a forgivable draw, overtime, shift differential, car allowance, commission, bonus, or any other incentive-based compensation.

G. Vacation

Accrued but unused vacation will be paid out to the employee promptly after termination. Vacation will stop accruing as of the effective date of termination.

H. Insurance Benefits

If a VP timely elects continued group health plan continuation coverage under the Consolidated Omnibus Budget Reconciliation Act of 1985 (“COBRA”) following termination, HFFG will pay directly to the carrier in a timely manner the full amount of the COBRA premiums for continued coverage under HFFG’s group health plans, including coverage for eligible dependents, until the earliest of (i) six (6) months following the date of termination, (ii) the expiration of eligibility for the continuation coverage under COBRA, or (iii) the date when the VP becomes eligible for substantially equivalent health insurance coverage in connection with new employment (the “COBRA Payment Period”). Upon the conclusion of the COBRA Payment Period, the VP will be responsible for the entire payment of premiums (or payment for the cost of coverage) required under COBRA for the duration of any eligible COBRA coverage period. The VP agrees to promptly notify HFFG as soon as eligible for health insurance coverage in connection with new employment or self-employment. Notwithstanding the foregoing, if at any time HFFG determines, in its sole discretion, that it cannot provide the COBRA premium benefits without HFFG or the VP potentially incurring financial costs or penalties under applicable law (including, without limitation, Section 2716 of the Public Health Service Act), then in lieu of paying COBRA premiums directly to the carrier, HFFG will instead pay the VP on the last day of each remaining month of the COBRA Payment Period a fully taxable cash payment equal to the monthly cost of COBRA premium coverage, and grossed up to cover any applicable taxes, subject to applicable tax withholding for the balance of the COBRA Payment Period.

I. Equity Treatment

If a termination of employment constituting a qualifying event occurs, the VP should consult the relevant equity award agreement(s) for terms relevant to equity awards, including provisions dictating how unvested equity will be treated in the future.

AGREEMENT AND GENERAL RELEASE OF CLAIMS

To qualify for the severance pay benefit, a VP must timely sign, return, and not effectively rescind the Form Release, as provided in the Severance Plan. The Form Release shall provide the VP with the opportunity to review its terms as set forth therein, which shall be 21 or 45 days, as applicable, and shall, to the extent required by applicable law, allow for revocation as set forth in the Form Release. If a VP chooses not to sign a Form Release in a timely manner or rescinds a Form Release, that VP will not receive severance pay under this policy. For more information regarding terms of HFFG's Form Release, please contact HFFG's Human Resources Department.

HF FOODS GROUP INC.
2018 OMNIBUS EQUITY INCENTIVE PLAN RESTRICTED STOCK UNIT
AMENDED AND RESTATED AWARD AGREEMENT

This Amended and Restated Agreement (this “Agreement”) made as of [DATE], 2026 (the “Amendment Date”), by and between HF Foods Group Inc. (the “Company”), and [NAME] (the “Grantee”).

WITNESSETH:

WHEREAS, the Company has adopted and maintains the HF Foods Group Inc. 2018 Omnibus Equity Incentive Plan effective August 10, 2018, amended as of June 3, 2024 and as may be further amended from time to time (the “Plan”);

WHEREAS, on April 15, 2026 (the “Grant Date”) the Company and the Grantee entered into that certain Restricted Stock Unit Award Agreement (the “Prior Agreement”), pursuant to which the Committee authorized the grant to the Grantee of a Restricted Stock Unit Award under the Plan in the form of restricted stock units (“RSUs”) , on the terms and conditions set forth in the Plan and as provided in the Prior Agreement (the “RSU Award”); and

WHEREAS, the Company and the Grantee wish to amend and restate the Prior Agreement as set forth herein, which shall govern the terms of the RSU Award following the Amendment Date.

NOW, THEREFORE, in consideration of the premises contained herein, the Company and the Grantee hereby agree as follows:

1. Plan. This RSU Award is made pursuant to the terms of the Plan which are incorporated herein by reference. Terms used in this Agreement which are defined in the Plan shall have the same meaning as set forth in the Plan. In the event any provisions hereof are inconsistent with those of the Plan, the provisions of the Plan shall control, except to the extent expressly modified herein pursuant to authority granted under the Plan.

2. Grant of RSU. The Company hereby grants to the Grantee an Award of _____ RSUs. Each RSU represents the right to receive one Share, subject to the terms and conditions set forth in this Agreement and the Plan. All RSUs shall be subject to the restrictions and forfeiture provisions contained in the following paragraphs of this Agreement, such restrictions and forfeiture provisions to become effective immediately upon execution of this Agreement by the parties hereto.

3. Vesting.

(a) Except as provided below and subject to the Grantee’s continuation of service with the Company during the vesting period, the RSU shall vest in equal one-third installments on the first through third anniversaries of March 17, 2026. The unvested portion of the Award is subject to forfeiture.

(b) Termination of Service. Except as otherwise provided in Section 4 or in the Plan, in the event of the Grantee's Termination of service with the Company for any reason or no reason, the provisions of Section 10 of the Plan shall control, and (i) in the event the Grantee ceases to be employed with the consent of the Committee before the end of a vesting period subject only to continued service with the Company or a Subsidiary, the number of Shares subject to the RSU Award that shall vest shall be determined by the Committee, (ii) in the event the Grantee ceases to be employed for any other reason, the Grantee will immediately and automatically forfeit all rights to any of the RSUs that otherwise would vest after the date the Grantee's employment or other service provision relationship ends, in each case, subject to the acceleration of vesting provisions set forth in Section 4 and any discretionary acceleration of vesting which occurs pursuant to administrative procedures and rules adopted by the Committee.

4. Acceleration of Vesting.

(a) Termination without Cause in Connection with a Change in Control. Notwithstanding the foregoing, 100% of the number of Grantee's unvested RSUs shall vest if Grantee's employment is terminated by the Company without Cause within six months prior or twenty-four months following a Change in Control, provided that Grantee has not given notice of resignation.

(b) Death or Disability. Notwithstanding anything under this Agreement to the contrary, in the event of the Grantee's death or Disability while still a Participant, and provided that Grantee has not, prior to the date of his/her death or Disability, been given notice of termination for Cause, then 100% of the Grantee's unvested RSUs shall vest as of the date of death or Disability immediately prior to the time of death. "Disability" means Grantee becoming disabled within the meaning of the Company's then-current or most recent long-term disability plan applicable to Grantee.

5. Restrictions on Transfer of RSU. This Agreement and the RSU Award shall not be transferable other than by will or by the laws of descent and distribution and the RSU Award shall be settled, during the Grantee's lifetime, solely to the Grantee.

6. Payment of RSU. Subject to the terms and conditions set forth in this Agreement and the Plan and upon satisfaction of the vesting requirement as provided in Section 3 and Section 4, the Grantee shall be entitled to receive a number of Shares equal to the number of RSUs specified in Section 2, as may be modified by Section 4. Such distribution shall be made no later than by the fifteenth (15th) day of the calendar month following the end of the calendar month in which the RSU Award first becomes vested (i.e., no longer subject to a "substantial risk of forfeiture"). The right to receive payment of RSUs are subject to Grantee's compliance with the terms of any restrictive covenants and employment agreement which Grantee has entered into with the Company.

7. Regulation by the Committee. This Agreement and the RSU Award shall be subject to the administrative procedures and rules as the Committee shall adopt. All decisions of the Committee upon any question arising under the Plan or under this Agreement, shall be conclusive and binding upon the Grantee and any person or persons to whom any portion of the RSU Award has been transferred by will, by the laws of descent and distribution.

8. Rights as a Shareholder. The Grantee shall have no rights as a shareholder with respect to Shares subject to the RSU Award until certificates for Shares are issued to the Grantee.

9. Reservation of Shares. With respect to the RSU Award, the Company hereby agrees to, at all times, reserve for issuance and/or delivery upon settlement of the RSU Award, such number of Shares as shall be required for issuance and/or delivery upon such settlement pursuant to the RSU Award.

10. Withholding. The Company or an Affiliate shall be entitled to deduct and withhold the minimum amount necessary in connection with the issuance of Shares to the Grantee to satisfy its withholding obligations under any and all federal, state or local tax rules or regulations.

11. Amendment. The Committee may amend this Agreement at any time and from time to time; provided, however, that no amendment of this Agreement that would materially and adversely impair the Grantee's rights or entitlements with respect to the RSU Award shall be effective without the prior written consent of the Grantee (unless such amendment is required in order to cause the Award hereunder to be exempt from Code Section 409A).

12. Grantee Acknowledgment. Grantee acknowledges and agrees that the vesting of Shares pursuant to this Agreement is earned only by continuing service with the Company. Grantee further acknowledges and agrees that nothing in this Agreement, nor in the Plan shall confer upon the Grantee any right to continue in the service of the Company, nor shall it interfere in any way with Grantee's right or the Company's right to terminate Grantee's service at any time, with or without Cause. Grantee acknowledges receipt of a copy of the Plan and the Company's Clawback Policy and represents that he or she is familiar with the terms and provisions thereof. Grantee has reviewed the Plan, the Clawback Policy and this Agreement in their entirety, has had an opportunity to obtain the advice of counsel prior to executing this Agreement and fully understands all provisions of this Agreement. By executing this Agreement, the Grantee hereby agrees to be bound by all of the terms of both the Plan and this Agreement.

HF FOODS GROUP INC.

By: _____
Name: _____
Its: _____
Date: _____

ACCEPTED BY:

Grantee _____

Date: _____

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**HF FOODS GROUP INC.
2018 OMNIBUS EQUITY INCENTIVE PLAN
PERFORMANCE SHARE UNIT
AMENDED AND RESTATED AWARDS AGREEMENT**

This Amended and Restated Agreement (this “Agreement”) made as of [DATE], 2026 (the “Amendment Date”), by and between HF Foods Group Inc. (the “Company”), and [NAME] (the “Grantee”).

WITNESSETH:

WHEREAS, the Company has adopted and maintains the HF Foods Group Inc. 2018 Omnibus Equity Incentive Plan, effective August 10, 2018, amended as of June 3, 2024 and as may be further amended from time to time (the “Plan”);

WHEREAS, on April 15, 2026 (the “Grant Date”), the Company and the Grantee entered into that certain Performance Awards Agreement (the “Prior Agreement”), pursuant to which the Committee authorized the grant to the Grantee of a Performance-Based Award under the Plan in the form of performance-based restricted stock units (“PSUs”), on the terms and conditions set forth in the Plan and as provided in the Prior Agreement (the “PSU Award”); and

WHEREAS, the Company and the Grantee wish to amend and restate the Prior Agreement as set forth herein, which shall govern the terms of the PSU Award following the Amendment Date.

NOW, THEREFORE, in consideration of the premises contained herein, the Company and the Grantee hereby agree as follows:

1. Plan. This PSU Award is made pursuant to the terms of the Plan, which are incorporated herein by reference. Terms used in this Agreement which are defined in the Plan shall have the same meaning as set forth in the Plan. In the event any provisions hereof are inconsistent with those of the Plan, the provisions of the Plan shall control, except to the extent expressly modified herein pursuant to authority granted under the Plan.

2. Grant of PSU. The Company hereby grants to the Grantee a target number of _____ PSUs (the “Target Amount”). Each PSU represents the right to receive one Share, subject to the terms and conditions set forth in this Agreement and the Plan. The number of PSUs that the Grantee actually earns for the Performance Period will be determined based on the level of achievement of the Long-Term Incentive Metrics. All PSUs shall be subject to the restrictions and forfeiture provisions contained in the following paragraphs of this Agreement, such restrictions and forfeiture provisions to become effective immediately upon execution of this Agreement by the parties hereto. The Target Amount is allocated to each of the Long-Term Performance Metrics specified under **Exhibit A** as follows: ____ PSUs are allocated to the attainment of the Market Capitalization Metric (weighted 50%), ____ PSUs are allocated to the Revenue Growth Metrics (weighted 25%), and ____ PSUs are allocated to Internal Adjusted EBITDA Margin Metrics (weighted 25%).

3. Performance Period. For purposes of this Agreement, the term “Performance Period” means the period commencing on January 1, 2026 and ending on December 31, 2028.

4. Long-Term Incentive Metrics. For purposes of this Agreement, the term “Long-Term Incentive Metrics” means the performance metrics identified under Exhibit A attached hereto. Long-Term Incentive Metrics were reviewed and approved by the Committee and communicated to Grantee via Exhibit A of this Agreement.

5. Vesting.

(a) Except as otherwise provided in this Award Agreement, the applicable PSUs shall vest on March 17, 2029 (the “Vesting Date”), subject to (i) the achievement of the Long-Term Incentive Metrics as set forth in Exhibit A attached hereto, and (ii) the Grantee’s continuous service with the Company through the Vesting Date.

(b) Except as otherwise provided in this Agreement or in the Plan, in the event that the Long-Term Incentive Metrics are not achieved by the end of the Performance Period as set forth under Exhibit A attached hereto, the corresponding PSUs shall not vest and shall be automatically forfeited.

6. Termination of Service. Except as otherwise provided in Section 7 or in the Plan, in the event of the Grantee’s Termination of service with the Company for any reason or no reason prior to the Vesting Date, the provisions of Section 10 of the Plan shall control and Grantee will immediately and automatically forfeit all rights to any portion of the PSU Award that otherwise would vest after the date the Grantee’s employment or other service providing relationship ends, subject to any discretionary acceleration of vesting which occurs pursuant to administrative procedures and rules adopted by the Committee. In the event of any Termination of service, the PSU Award will remain outstanding for six months to determine whether a Qualifying Event occurs.

7. Acceleration of Vesting.

(a) *Certain Definitions*. For the purposes of this Agreement: (i) “Severance Plan” means the HF Foods Group Inc. Severance Plan together with any participation letter in respect thereof; (ii) “Qualifying Event” has the same meaning as used in the Severance Plan as that term is specifically applicable to the Grantee under the terms of the Severance Plan where the Grantee has signed and not revoked a Form Release (as defined in the Severance Plan); (iii) “Change in Control Protection Period” means the period beginning six months before and ending twenty-four months after the effective date of such Change in Control; and (iv) “Disability” means Grantee becoming disabled within the meaning of the Company’s then-current or most recent long-term disability plan applicable to Grantee.

(b) *Qualifying Event in Connection with a Change in Control*.

(i) Notwithstanding anything in the Agreement to the contrary, if a Change in Control occurs during the Performance Period while the Grantee remains in the service of the Company: (A) the Committee may, in its discretion, accelerate the vesting of the PSUs; and (B) the portion of the PSUs allocated to the Market Capitalization Metric described in Exhibit A shall be determined, and shall vest, in accordance with Exhibit A under the definition of “Market Capitalization”.

(ii) If there is a Change in Control during the first twenty-four months of the Performance Period, and the Grantee experiences a Qualifying Event during the Change in Control Protection Period with respect to such Change in Control, the Target Amount of PSUs (other than the portion of the PSUs allocated to the Market Capitalization Metric that accelerated pursuant to Section 7(b)(i)) shall vest on the date of such termination, provided that Grantee has not previously given notice of resignation (other than a resignation that would be a Qualifying Event under the Severance Plan).

(c) *Other Qualifying Events.*

(i) Notwithstanding anything in this Agreement or the Plan to the contrary, if, prior to the Vesting Date, the Grantee experiences a Qualifying Event and Section 7(b) does not apply, then the Target Amount shall be prorated as set forth in Section 7(c)(ii) and a corresponding portion of the PSUs shall remain outstanding following such Qualifying Event through the end of the Performance Period and shall be eligible to vest on the Vesting Date based on the actual achievement of the applicable Long-Term Incentive Metrics as determined in accordance with Exhibit A, as though the Grantee had remained in continuous service with the Company through the Vesting Date. On the date of the Qualifying Event, the remainder of the PSUs shall be immediately and automatically forfeited, subject to any discretionary acceleration of vesting which occurs pursuant to administrative procedures and rules adopted by the Committee.

(ii) The prorated Target Amount and corresponding number of PSUs eligible to vest pursuant to this Section 7(c) shall equal (A) the Target Amount, *multiplied by* (B) a fraction, the numerator of which is the number of days elapsed from the first day of the Performance Period through the date of the Qualifying Event and the denominator of which is the total number of days in the Performance Period.

(d) *Death or Disability.* Notwithstanding anything under this Agreement to the contrary, in the event of the Grantee’s death or Disability while still a Participant, and provided that Grantee has not, prior to the date of his/her death or Disability, been given notice of termination for Cause, then the Target Amount of Grantee’s PSUs shall vest as of the date of death or Disability immediately prior to the time of death.

8. Restrictions on Transfer of PSU. This Agreement and the PSU Award shall not be transferable other than by will or by the laws of descent and distribution and the PSU Award shall be settled, during the Grantee's lifetime, solely to the Grantee.

9. Payment of PSUs. Subject to the terms and conditions set forth in this Agreement and the Plan and upon satisfaction of the vesting requirements under this Agreement, the Grantee shall be entitled to receive a number of Shares equal to the number of PSUs earned in accordance with Section 2 and Exhibit A of this Agreement, as may be modified by Section 7. Such distribution shall be made no later than by the fifteenth (15th) day of the calendar month following the end of the calendar month in which the PSU Award becomes vested (i.e., no longer subject to a "substantial risk of forfeiture"). The right to receive payment of PSUs is subject to Grantee's compliance with the terms of any restrictive covenants and employment agreement which Grantee has entered into with the Company.

10. Regulation by the Committee. This Agreement and the PSU Award shall be subject to the administrative procedures and rules as the Committee shall adopt. All decisions of the Committee upon any question arising under the Plan or under this Agreement, shall be conclusive and binding upon the Grantee and any person or persons to whom any portion of the PSU Award has been transferred by will, by the laws of descent and distribution.

11. Rights as a Shareholder. The Grantee shall have no rights as a shareholder with respect to Shares subject to the PSU Award until certificates for Shares are issued to the Grantee.

12. Reservation of Shares. With respect to the PSU Award, the Company hereby agrees to at all times reserve for issuance and/or delivery upon settlement of the PSU Award, such number of Shares as shall be required for issuance and/or delivery upon such settlement pursuant to this Agreement.

13. Withholding. The Company or an Affiliate shall be entitled to deduct and withhold the minimum amount necessary in connection with the issuance of Shares to the Grantee to satisfy its withholding obligations under any and all federal, state or local tax rules or regulations.

14. Amendment. The Committee may amend this Agreement at any time and from time to time; provided, however, that no amendment of this Agreement that would materially and adversely impair the Grantee's rights or entitlements with respect to the PSU Award shall be effective without the prior written consent of the Grantee (unless such amendment is required in order to cause the Award hereunder to be exempt from Code Section 409A).

15. Grantee Acknowledgment. Grantee acknowledges and agrees that the vesting of Shares pursuant to this Agreement is earned only by continuing service with the Company and achievement of the Long-Term Incentive Metrics. Grantee further acknowledges and agrees that nothing in this Agreement, nor in the Plan shall confer upon the Grantee any right to continue in the service of the Company, nor shall it interfere in any way with Grantee's right or the

Company’s right to terminate Grantee’s service at any time, with or without Cause. Grantee acknowledges receipt of a copy of the Plan and the Company’s Clawback Policy and represents that he or she is familiar with the terms and provisions thereof. Grantee has reviewed the Plan, the Clawback Policy and this Agreement in their entirety, has had an opportunity to obtain the advice of counsel prior to executing this Agreement and fully understands all provisions of this Agreement. By executing this Agreement, the Grantee hereby agrees to be bound by all of the terms of both the Plan and this Agreement.

[Signature Page Follows]

HF FOODS GROUP INC.

By:
Name:
Its:
Date:

ACCEPTED BY:

Grantee:
Date:

ATTEST:

Name:
Date:

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Exhibit A
Long-Term Incentive Metrics and Vesting Formula

Long-Term Incentive Metrics:

For the Performance Period, the number of PSUs earned relative to the Target Amount shall be determined by reference to the following metrics: (i) Revenue Growth (weighted 25%), (ii) Internal Adjusted EBITDA Margin (weighted 25%), and (iii) Market Capitalization (weighted 50%). Depending on the Company’s Revenue Growth, Internal Adjusted EBITDA Margin, and Market Capitalization, the Grantee may earn between 0% and 300% of the Target Amount determined under the Vesting Formula (described below) by reference to Market Capitalization, and between 0% and 150% of the Target Amount determined under the Vesting Formula (described below) by reference to Revenue Growth and Internal Adjusted EBITDA Margin. Notwithstanding anything in the Plan or this Agreement to the contrary, the Committee shall have discretion to adjust the number of PSUs that vest upon the achievement of the Long-Term Incentive Metrics, either upward or downward by not more than ten percent (10%).

Certain Definitions:

“Internal Adjusted EBITDA Margin” or “Internal AEBITDA Margin” means Internal Adjusted EBITDA (net income before interest expense, interest income, income taxes, and depreciation and amortization, further adjusted to exclude certain unusual, non-cash, or non-recurring expenses) for each fiscal year ending during the Performance Period expressed as a percentage of the Company’s total revenue earned during the corresponding fiscal year within the Performance Period.

“Revenue Growth” means increase in net revenue of the Company (as reported in the Company’s Annual Report on Form 10-K) from the prior fiscal year to the current fiscal year, expressed as a percentage.

“Market Capitalization” means the Company’s market capitalization for a period of at least thirty consecutive trading days prior to the end of the Performance Period, the closing per share price of the Common Stock multiplied by the number of outstanding shares over such thirty-day period. Notwithstanding the foregoing, if a Change in Control occurs during the Performance Period (as determined by the Committee under Section 7), Market Capitalization will be calculated using the per-share transaction price multiplied by the number of outstanding shares at the applicable closing, without applying the thirty-day average described above.

HFFG 2018 Omnibus Equity Incentive Plan	7
[Vesting Formula on the Following Page]	
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HFFG 2018 Omnibus Equity Incentive Plan	7
HFFG 2018 Omnibus Equity Incentive Plan	7

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Vesting Formula:

Tranche One: One-third of the Target Amount, [PSUs] (“Tranche One”), shall vest upon the attainment of the Long-Term Incentive Metrics corresponding with the fiscal year ended December 31, 2026, which is the first fiscal year that occurs during Performance Period (“FY 2026 Metrics”). Any portion of the PSUs allocated to the FY 2026 Metrics (Revenue Growth, Internal Adjusted EBITDA Margin, and Market Capitalization) that is not earned as of January 1, 2027 will remain outstanding and eligible to be earned based on achievement of such metrics through the end of the Performance Period. Payouts will be determined using the payout scale applicable to the fiscal year for which attainment occurs, with straight-line interpolation, subject to the 75% threshold and 150% cap for Revenue Growth and Internal Adjusted EBITDA Margin and the 300% cap for the Market Capitalization Metric. Please note that the vesting of Tranche One is subject to the conditions set forth in the Agreement, including (but not limited to) Grantee’s continuous service through the Vesting Date as described under Section 7 of the Agreement.

FY 2026 Metrics

Weight	Long-Term Incentive Metric	Performance Target	Payout Scale (straight-line interpolation)	
			% of Target	% Earned
50%	Market Capitalization	\$200 million	Below \$150 million	0%
			\$150 million	75%
			\$200 million	100%
			\$300 million	200%
			\$400 million	300%
25%	Revenue Growth	AOP target	% of Target	% Earned
			Below 1.875%	0%
			1.875%	75%
			2.5%	100%
			3.75%	150%
25%	Internal AEBITDA Margin	AOP target	% of Target	% Earned
			Below 3.025%	0%
			3.025%	75%
			3.7%	100%
			5.0%	150%

HFFG 2018 Omnibus Equity Incentive Plan	8	
HFFG 2018 Omnibus Equity Incentive Plan	8	DB1/ 173481993.5
HFFG 2018 Omnibus Equity Incentive Plan	8	

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Tranche Two: One-third of the Target Amount, [PSUs] (“Tranche Two”), shall vest upon the attainment of the Long-Term Incentive Metrics identified in the table below for the fiscal year ended December 31, 2027, which is the last day of the second fiscal year that occurs during Performance Period (“FY 2027 Metrics”). Any portion of the PSUs allocated to the FY 2027 Metrics (Revenue Growth, Internal Adjusted EBITDA Margin, and Market Capitalization) that is not earned as of January 1, 2028 will remain outstanding and eligible to be earned based on achievement of such metrics through the end of the Performance Period. Payouts will be determined using the payout scale applicable to the fiscal year for which attainment occurs, with straight-line interpolation, subject to the 75% threshold and 150% cap for Revenue Growth and Internal Adjusted EBITDA Margin and the 300% cap for the Market Capitalization Metric. Please note that the vesting of Tranche Two is subject to the conditions set forth in the Agreement, including (but not limited to) Grantee’s continuous service through the Vesting Date as described under Section 7 of the Agreement.

FY 2027 Metrics

Weight	Long-Term Incentive Metric	Performance Target	Payout Scale (straight-line interpolation for Revenue Growth and Internal AEBITDA Margin)	
			% of Target	% Earned
50%	Market Capitalization	\$300 million	Below \$225 million	0%
			\$225 million	75%
			\$300 million	100%
			\$400 million	300%
25%	Revenue Growth	4%	% of Target	% Earned
			Below 3%	0%
			3%	75%
			4%	100%
			6%	150%
25%	Internal AEBITDA Margin	4%	% of Target	% Earned
			Below 3%	0%
			3%	75%
			4%	100%
			6%	150%

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Tranche Three: One-third of the Target Amount, [PSUs] (“Tranche Three”), shall be subject to the attainment of the Long-Term Incentive Metrics identified in the table below for the fiscal year ended December 31, 2028, which is the last day of the third fiscal year that occurs during Performance Period (“FY 2028 Metrics”). Please note that the vesting of Tranche Three is subject to the conditions set forth in the Agreement, including (but not limited to) Grantee’s continuous service through the Vesting Date as described under Section 7 of the Agreement. In the event that any FY 2028 Metric for Tranche Three is achieved prior to the end of the Performance Period, the number of PSUs that would have otherwise vested during the Performance Period (taking into account the Payout Scale applicable to each Long-Term Incentive Metric for Tranche One, Tranche Two and Tranche Three PSUs) shall vest on the Vesting Date, subject to the Committee’s discretion. For purposes of clarity, in the event that the Performance Target for the Market Capitalization Metric for Tranche Three is achieved during the Performance Period, three-hundred percent (300%) of the Target Amount of PSUs allocated to the attainment of the Market Capitalization Metrics under this Agreement shall vest on the Vesting Date, subject to the Committee’s discretion.

FY 2028 Metrics

Weight	Long Term Incentive Metric	Performance Target	Payout Scale (straight-line interpolation for Revenue Growth and Internal AEBITDA Margin)	
			% of Target	% Earned
50%	Market Capitalization	\$400 million	Below \$300 million	0%
			\$300 million	75%
			\$400 million	300%
25%	Revenue Growth	+3%	% of Target	% Earned
			Below 2.25%	0%
			2.25%	75%
			3%	100%
			4.5%	150%
25%	Internal AEBITDA Margin	4.6%	% of Target	% Earned
			Below 3.45%	0%
			3.45%	75%
			4.6%	100%
			6.9%	150%

HFFG 2018 Omnibus Equity Incentive Plan	10	
HFFG 2018 Omnibus Equity Incentive Plan	10	DB1/ 173481993.5
HFFG 2018 Omnibus Equity Incentive Plan	10	