

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

5BARz International, Inc.

(Name of registrant as specified in its charter)

(Name of person(s) filing proxy statement, if other than the registrant)

SCHEDULE 14A INFORMATION

Proxy Statement Pursuant to Section 14(a) of the  
Securities Exchange Act of 1934

Filed by the Registrant

Filed by a Party other than the Registrant

Check the appropriate box:

Preliminary Proxy Statement

Confidential, for Use of the Commission Only (as permitted by Rule 14a-6(e)(2))

Definitive Proxy Statement

Definitive Additional Materials

Soliciting Material under Rule 14a-12

Payment of Filing Fee (Check the appropriate box):

No fee required.

Fee computed on table below per Exchange Act Rules 14a-6(i)(4) and 0-11.

(1) Title of each class of securities to which transaction applies:

(2) Aggregate number of securities to which transaction applies:

(3) Per unit price or other underlying value of transaction computed pursuant to Exchange Act Rule 0-11 (set forth the amount on which the filing fee is calculated and state how it was determined):

(4) Proposed maximum aggregate value of transaction:

(5) Total fee paid:

Fee paid previously with preliminary materials.

Check box if any part of the fee is offset as provided by Exchange Act Rule 0-11(a)(2) and identify the filing for which the offsetting fee was paid previously. Identify the previous filing by registration statement number, or the Form or Schedule and the date of its filing.

(1) Amount Previously Paid:

(2) Form, Schedule or Registration Statement No.:

(3) Filing Party:

(4) Date Filed:



**5BARz International Inc.**  
9670 Gateway Drive, Suite 250  
Reno, Nevada  
89521

**PROXY STATEMENT**  
2016 Annual meeting of Shareholders

The Board of Directors of 5BARz International Inc. (the “Company” or “5BARz”) solicits your proxy in the form enclosed with this proxy statement. The proxy will be used at the 2016 Annual meeting of Shareholders, which will be held on September 8, 2016 at 2:00 p.m., Pacific Time, at the offices of the Company, 9670 Gateway Drive, Suite 250, Reno, Nevada 89521. The proxy may also be used at any continuation or adjournment of the meeting. You may submit your proxy to us by mail using the enclosed proxy form. The Company intends to mail, on or about August 4, 2016, a printed copy of this proxy statement and the enclosed proxy form and voting instructions to all shareholders of record on July 29, 2016 (the “Record Date”). A copy of our Annual Report on Form 10-K for the fiscal year ended December 31, 2015, including financial statements, accompanies this Proxy Statement.

Shareholders of record at the close of business on July 29, 2016 are entitled to notice of and to vote at the meeting or any adjournment thereof. The Company’s outstanding voting securities on July 29, 2016 consisted of [REDACTED] shares of common stock, (the “Outstanding Shares”) which is entitled to one vote on all matters to be presented at the meeting. The common stock does not have cumulative voting rights.

**Quorum; Approval Requirements**

The presence, in person or by proxy, of holders of record of a majority of the Outstanding Shares constitutes a quorum at the Annual Meeting. Assuming the presence of a quorum, the following sets forth the shareholder approval requirements under Nevada law and our Articles of Incorporation for each matter to be presented at the Annual Meeting:

- the election of directors requires a plurality of votes represented in person or by proxy at the meeting,
- ratification of the appointment of Marcum, LLP as our auditors for the year ended December 31, 2016 requires that the votes cast in favor exceed the votes cast against the proposal; and
- ratification of the adoption of the 2016 Stock Incentive Plan requires that the votes cast in favor exceed the votes cast against the proposal;
- voting on a proposal to amend the Articles of Incorporation for the purpose of increasing the authorized number of shares of our capital stock from 400,000,000 to 600,000,000 requires that the votes cast in favor exceed the votes cast against the proposal;
- to consider and, if deemed advisable, approve an advisory vote on executive compensation; and
- to consider an advisory vote determining the frequency of future executive compensation advisory votes.

The Company will tabulate all votes and will separately tabulate affirmative and negative votes, abstentions and broker non-votes.

**Abstentions and Broker Non-Votes**

If you hold your shares in “street name,” you are the beneficial owner of the shares, but the record owner of the shares is your brokerage firm or bank. If you fail to vote your shares, your brokerage firm or bank, as the record owner of the shares, may have discretionary authority to vote the shares. However, your brokerage firm, bank, or other nominee is only permitted by applicable regulatory requirements to vote your shares on “routine matters” without specific instructions from you, the beneficial owner of the shares. Neither the vote on the election of directors or ratification of the 2016 Stock Incentive Plan is considered a routine matter; consequently, your broker may NOT vote your shares on either such proposal unless they receive specific instructions from you. Broker non-votes will be included in determining the presence of a quorum.

A shareholder who abstains from voting on any or all proposals will be included in the number of shareholders present at the Annual Meeting for the purpose of determining the presence of a quorum.

Abstentions and broker non-votes will not be counted either in favor of or against the election of the director nominees, ratification of our auditors or approval of the 2016 Stock Incentive Plan.

**Voting By Proxy**

If you have properly submitted your proxy and have not revoked it prior to the Annual Meeting, we will vote your shares according to your instructions on the proxy. If you do not provide any instructions, we will vote your shares: (a) “FOR” the nominees listed in

Proposal 1; (b) “FOR” Proposals 2, 3, 4, 5 and 6; and (c) in accordance with the recommendations of the Company’s management on other business that properly comes before the meeting or matters incident to the conduct of the meeting. If you return your signed proxy card without indicating your vote, your shares will be voted “FOR” Proposals 1-6.

### **Solicitation of Proxies**

The Company will pay for the cost of solicitation of proxies on behalf of the Board. In addition to mail, proxy solicitation may be made through other means, including by telephone, facsimile, electronic mail and in-person by our officers and directors. We may, upon request, reimburse banks, brokers, nominees and other record holders for their reasonable expenses in sending solicitation material to stockholders. Stockholders should not send their stock certificates with their proxy cards.

### **Voting in Person**

If you submit a proxy or voting instructions, you do not need to vote in person at the annual meeting. However, we will pass out written ballots to any shareholder of record or authorized representative of a shareholder of record who wants to vote in person at the annual meeting rather than by proxy. Voting in person will revoke any proxy previously given. If you hold your shares through a broker, bank or other nominee, you must obtain a legal proxy from your broker, bank or nominee authorizing you to vote your shares in person, which you must bring with you to the special meeting.

### **Revocability of Proxies**

Any shareholder who executes a proxy pursuant to this solicitation retains the right to revoke it at any time before it is voted. If you properly submit your proxy but attend the meeting and choose to vote personally, our ability to exercise the proxy will be suspended. You also may revoke your proxy by notifying Daniel Bland, the President of the Company, in writing at the address listed above prior to our exercise of the proxy at the Annual Meeting or any adjournment of the meeting. Attendance at the Annual Meeting will not, by itself, revoke a proxy.

### **Dissenters Right of Appraisal**

In connection with the proposals set forth herein, shareholders are not entitled to assert dissenter rights under NRS 92A.300 to 92A.500.

PROPOSAL 1: ELECTION OF DIRECTORS

We Recommend a Vote “FOR” All Nominees

The Board of Directors presently consists of two directors. The term of office of each director expires at the 2016 Annual Meeting. Directors serve until their respective successors have been elected and qualified. Executive officers are appointed by and serve at the pleasure of the Board of Directors. Dr. Gilbert Amelio and Mr. Daniel Bland are nominees for reelection, each of whom is currently a member of the Board of Directors.

The following table provides the name, age, principal occupation and other directorships of each nominee, the year in which he became a director of the Company and the year in which his term expires. Except as otherwise noted, each has held his principal occupation for at least five years. The information below also includes a summary of the specific experience, qualifications, attributes or skills that led to the conclusion that each nominee is qualified to serve on the Board.

If a quorum of shares is present at the meeting, the 2 nominees for director who receive the greatest number of votes cast at the meeting will be elected directors. In the event that any of the nominees is unable or declines to serve as a director at or prior to the time of the Annual Meeting (an event that currently is not anticipated by management), the proxies will be voted for the election of such substitute nominee as the Board of Directors may propose. Each of the nominees has agreed to serve if elected and we have no reason to believe that they will be unable to serve.

Nominees

Name:	Age:	Positions Held:	Director Since:	Other Directorships:
Dr. Gilbert Amelio	73	Chairman	November 18, 2013	InterDigital, Inc. Galectin Therapeutics Inc. ESS Technology Airwave Technologies RF Check
Mr. Daniel Bland	57	President, CEO and Director	November 12, 2010	

**Directors, Executive Officers and Corporate Governance**

Our executive officers and directors as of July 29, 2016 are as follows:

NAME AND ADDRESS	AGE	POSITIONS HELD	TERM
Dr. Gil Amelio 5840 Lake Geneva Drive Reno, Nevada 89511	73	Chairman of the Board of Directors 5BARz International, Inc – Advisory Board	November 21, 2013 to Present March 12, 2012 to Present
Daniel Bland 5535 Peregrine Way Blaine, Washington 98230	57	President CEO/CFO – 5BARz International Inc. Director –5BARz International, Inc. Director – 5BARz India Private Limited Director –5BARz International SA de CV (Mex)	November 12, 2010 to Present
Mark Geoghegan 7000 Island Blvd. WS212 Aventura, Florida 33160	58	Director of Finance	January 1, 2011 to Present
Samartha Nagabhushanam Suite 190, Siri Classic Orchards Colony	44	Managing Director and CEO 5BARz India Private Limited 5BARz International, Inc – Advisory Board	March 18, 2015 to Present March 18, 2015 to Present

Set forth below is a brief description of the background and business experience of our executive officers and directors.

**Dr. Gilbert F. Amelio – Chairman**

During his three decades of technology and business leadership, Dr. Amelio has achieved a number of business, scientific and technological successes, including orchestrating the transformation of several Fortune 500 companies. Dr. Amelio has served as the CEO and chairman of Apple Computer, the president, CEO and chairman of National Semiconductor, and the president of Rockwell Communication Systems, a unit of Rockwell International. The successful transformations of these companies resulted in substantial increases in investor value.

Dr. Gil Amelio – Biographical profile for the past 10 years is as follows;

Organization	Description	Date
5BARz International Inc.	Member of Advisory Board	March 12, 2012 to Present
5BARz International, Inc.	Chairman of the Board of Directors	November 21, 2013 to Present
AT&T, Inc.	Director	September 5, 1995 to Aug 27, 2013
Sienna Ventures	Senior Partner	April 2001 to December 31, 2011
Jazz Semiconductor, Inc. (Now part of Tower Semi	Chairman & CEO	March 2007 to September 2008
InterDigital, Inc.	Director	March 2011 to June 2015
Galectin Therapeutics Inc.	Director	February 2009 to Present
Tower Semiconductor Ltd.	Special Advisor to Board of Directors	September 2008 to Present
Alteon Capital Partners	Managing Director	February 2009 to Present
Prexient Micro Devices, Inc.	President & CEO	April 2003 to December 2012
Provision Interactive Technologies	Board of Advisors	December 20008 to Present
ESS Technology	Director	June 2009 to Present
ESS Technology	Chairman	February 2013 to Present
Airwave Technologies	Director	November 2014 to Present
RF Check	Director	June 2015 to Present

**Mr. Daniel Bland – CEO, CFO and Director**

Mr. Bland is a seasoned entrepreneur who has firmly established himself as a 'hands-on' developer of premier and unique technologies. Over the last thirty years he has been ahead of the technology curve by locating state-of-the-art technology, incubating it, developing it, housing it and commercializing it. His in depth experience with small cap companies has enabled him to raise over \$100,000,000 for his various ventures in both domestic and international venues. The skill set that he has developed over the life of his career is now being fully utilized through the creation of 5BARz International and its leading edge products within the most vibrant technology sector in modern times: the Wireless Industry.

Daniel Bland – Biographical profile for the past 5 years is as follows;

Organization	Description	Date
5BARz International Inc.	CEO, CFO & Director	November 12, 2010, to Present
Dollardex Group, Corp	President & Director	January 2008 to Present
5BARz India Private Limited	Director	May 2015 to Present
5BARz International SA de CV (Mex)	Director	January 2015 to Present

**Mr. Mark Geoghegan – Director of Corporate Finance**

Mr. Geoghegan has operated as a financial professional for 30 years. A former Chartered Accountant with Price Waterhouse, Mr. Geoghegan, has developed a career of guiding developing companies from start-up stages to thriving enterprises. He was a hands-on manager with Uniglobe Travel International that developed 1,100 franchised outlets internationally within a few years, and was a very active part of a turnaround team at MacDonalD Dettwiler & Associates, a high tech global communications and information company with a current market capitalization of \$2.9 billion. He has substantial experience in structuring and listing companies on various stock exchanges throughout the world and substantive post listing management experience.

Mark Geoghegan – Biographical profile for the past 5 years is as follows;

Organization	Description	Date
5BARz International Inc.	Director of Finance	February 1 2013 to Present
Vector Financial Group / Bay Management	Managing Director	February 1, 2001 to January 2013

### Mr. Samartha Nagabhushanam

Mr. Nagabhushanam has over two decades of experience in the global telecom industry and has led large organizations for the past 12 years. He was the Managing Director of Kyocera Wireless India, a wholly owned subsidiary of Kyocera group. With over two decades of experience, he has successfully led marketing, sales, engineering and manufacturing organizations in the Telecom Industry.

Samartha is a Communications Engineer from Mysore University and dedicated his career to creating better products and technologies in the telecom space. He has over a decade of experience in building and selling phones for US, Japan, India and LATAM markets. He also has over a decade of experience in building 3G & 4G base stations for global markets, which have been sold in over 20 countries.

**Mr. Samartha Nagabhushanam** – Biographical profile for the past 5 years is as follows;

Organization	Description	Date
5BARz India Private Limited	Managing Director and CEO	March 18, 2015 to Present
5BARz International Advisory Board	Member	March 18, 2015 to Present
Aseema Softnet Technologies Pvt. Ltd.	Investor/Director – Controlling Ownership CEO	November 2011 to Present November 2011 to February 2015
Huddle and Deal E-Commerce Pvt. Ltd.	Investor/Director	February 2011 to Present

### Term of Office

Our directors are appointed for a one-year term to hold office until the next annual meeting of our shareholders or until removed from office in accordance with our Bylaws. Our officers are appointed by our board of directors and hold office until removed by the board.

### Certain Relationships and Related Transactions, and Director Independence

Except as described below, none of the following parties has, since our date of incorporation, had any material interest, direct or indirect, in any transaction with us or in any presently proposed transaction that has or will materially affect us, other than noted in this section:

#### Related Parties Include;

- any of our directors or officers;
- any person proposed as a nominee for election as a director;
- any person who beneficially owns, directly or indirectly, shares carrying more than 10% of the voting rights attached to our outstanding shares of common stock;
- any of our promoters; and
- any relative or spouse of any of the foregoing persons who has the same house as such person.

### Asset Purchase Agreement from Related Party;

On December 30, 2010, the Company acquired, pursuant to an Assignment Agreement from Dollardex Group Corp., a Panamanian Corporation controlled by Mr. Daniel Bland, the President and CEO of the Registrant, all right title and interest in an “Amended and Restated Master Global Marketing and Distribution Agreement”, an “Asset Purchase Agreement”, a “Line of Credit Agreement” and a “Security Agreement”, collectively referred to as “The Agreements”. The Agreements, as restated, had originally been entered into between CelLynx Group, Inc., a Nevada Corporation and Dollardex Group Corp., a Panamanian Corporation, on October 5, 2010, and were amended on March 29, 2012. The Agreements relate principally to the development of the sales and marketing of the 5BARz™ line of products and related accessories by 5BARz International Inc.

### DESCRIPTION OF ASSETS INVOLVED

Collectively, the agreements referred to above provide to 5BARz International Inc., the business opportunity to commercialize a state of the art technology developed by CelLynx related to the manufacture and sale of ‘cellular network extenders’ as well as a

60% interest in the patent applications, and legal equivalents thereto owned by CelLynx. It is these agreements that represent the asset acquired by 5BARz International Inc.

#### **DESCRIPTION OF PARTIES FROM WHOM THE ASSETS WERE ACQUIRED**

The Assets have been acquired by 5BARz International Inc. from Dollardex Group Corp. Both Companies, 5BARz and Dollardex, have a Director and Officer in common, Mr. Daniel Bland.

#### **NATURE AND AMOUNT OF CONSIDERATION PAID FOR THE ASSETS**

The consideration paid for the assignment of the assets is comprised of a note payable in the amount of \$370,000 USD payable to Dollardex Group Corp., along with interest charged at a rate of 5% per annum and payable at any time at the sole discretion of 5BARz. In addition, 5BARz issued 15,600,000 shares of the common stock of 5BARz International Inc. to Dollardex Group Corp., representing 17.8% of the issued and outstanding common stock of the Registrant at the time of issue.

#### **ENGINEERING SERVICES CONTRACTED FROM RELATED PARTY**

During the year ended December 31, 2015, the Company engaged an engineering company in Bangalore, India to perform engineering services, product development and manufacturing services for the Company in the aggregate amount of \$939,442. The Engineering Company is owned by the Director and the CEO of 5BARz India Private Limited, and the CEO of the engineering company is the spouse of the Director and the CEO of 5BARz India Private Limited. The amount due to Aseema Softnet Technologies Inc. at December 31, 2015 was \$605,302. During the three months ended March 31, 2016 there were \$339,214 in billings and \$260,000 in payments to Aseema Softnet Technologies Inc. resulting in an amount due of \$684,516 at March 31, 2016. Subsequent to March 31, 2016 there have been further billings of \$255,200 in the months of April and May 2016 for an aggregate amount due of \$939,716 at May 31, 2016.

Further, effective January 1, 2015 the Company entered into an operating sub-lease agreement for five years for office facilities within the Aseema Softnet Technologies offices at Suite #1741, 2<sup>nd</sup> floor, 9 Cross, J.P. Nagar 2 Phase, Bangalore 560-078. The lease provided for a monthly lease amount of 60,000 Indian Rupees per month (\$900 USD per month), and required a 10-month security deposit of 600,000 Rupees (\$9,000 USD).

The aggregate future minimum lease payments required to be made over the next five years is as follows;

	March 31,	
	2017	\$ 10,800
	2018	10,800
	2019	10,800
	2020	8,100
	Total	<u>\$ 40,500</u>

**The Board of Directors recommends a vote FOR all nominees set forth in Proposal 1.**

#### **Board of Directors and Committee Meetings**

Under Nevada law, the Company is managed under the direction of the Board of Directors. The Board establishes broad corporate policies and authorizes various types of transactions, but it is not involved in day-to-day operational details. During fiscal year 2015, the Board held 2 meetings. Other action was taken by unanimous written consent.

Although we do have a Chairman of the Board, we have not established a written position description for our Chairman of the Board or for the Chairs of any of the Board Committees; rather, a primary function of those positions is to set the agenda for and lead the meetings.

The Company encourages but do not require members of the Board to attend the Annual Meeting.

#### **Audit Committee**

We do not have an audit committee or designated audit committee financial expert. Our entire board of directors pre-approves all services provided by our independent auditors. Management has the primary responsibility for the financial statements and the reporting process, including the system of internal controls.

#### **Compensation Committee**

We do not have a compensation committee. Our entire board of directors pre-approves all compensation provided to officers and directors.

#### **Nominating Committee**

The Board does not have a standing nominating committee. Rather, the functions of a nominating committee are performed by the entire Board of Directors and all directors participate in considering director nominees. We believe that this is appropriate, due to the small size of our Board of Directors. Our Board does not have a formal process for identifying new director nominees. In identifying candidates to be directors, the Board seeks persons it believes to be knowledgeable in our business or industry experience, or some aspect of it which would benefit our company. The Board believes that the minimum qualifications for serving on our Board are that each director has an exemplary reputation and record for honesty and integrity in his or her personal dealings and business or professional activity. All directors should possess a basic understanding of financial matters, have an ability to review and understand our financial and other reports, and to discuss such matters intelligently and effectively. The Board will take into account whether a candidate qualifies as "independent" under applicable SEC rules and exchange listing requirements. If a nominee is sought for service on the Audit Committee, the Board will take into account the financial and accounting expertise of a candidate, including whether an individual qualifies as an "audit committee financial expert." Each candidate also needs to exhibit qualities of independence in thought and action. Finally, a candidate should be committed to the interests of our stockholders, and persons who represent a particular special interest, ideology, narrow perspective or point of view would not, therefore, generally be considered good candidates for election to our Board.

The Board is open to receiving recommendations from shareholders as to potential candidates it might consider, and the Board gives equal consideration to all director nominees, whether recommended by our shareholders, management or current directors. A shareholder wishing to submit a director nomination should send a letter to the Board of Directors, c/o Corporate Secretary, 5BARz International Inc. 9670 Gateway Drive, Suite 250, Reno, Nevada, 89521, . The mailing envelope must contain a clear notation indicating that the enclosed letter is a "Director Nominee Recommendation." The notice must also be accompanied by a written consent of the proposed nominee to being named as a nominee and to serve as a director if elected. In making recommendations, shareholders should be mindful of the discussion of minimum qualifications set forth above; although satisfaction of such minimum qualification standards does not imply that the Board necessarily will nominate the person so recommended by a shareholder. In addition, for nominees for election to the Board proposed by shareholders to be considered, the following information must be timely submitted with the director nomination:

- the name, age, business address and, if known, residence address of each nominee;
- the principal occupation or employment of each nominee;

- the number of shares of our common stock beneficially owned by each nominee;
- the name and address of the shareholder making the nomination and any other shareholders known by such shareholder to be supporting such nominee;
- the number of shares of our common stock beneficially owned by such shareholder making the nomination, and by each other shareholder known by such shareholder to be supporting such nominee;
- any other information relating to the nominee or nominating shareholder that is required to be disclosed under SEC rules in order to have a shareholder proposal included in our proxy statement; and
- a representation that the shareholder intends to appear in person or by proxy at the annual meeting to nominate the person named in its notice.

## **Compensation of Directors and Executive Officers**

### **Summary and Director and Executive Officer Compensation Tables**

The following summary compensation table and director compensation table sets forth all compensation awarded to, earned by, or paid to the Directors and top two highest paid named executive officers during the fiscal years ended December 31, 2015 and 2014, in all capacities for the accounts of our executives, including the Chief Executive Officer (CEO) and Chief Financial Officer (CFO). All the options were valued using the Black Scholes pricing model.

#### **DIRECTOR AND EXECUTIVE COMPENSATION TABLE**

Name and Principal Position	Year	Salary & Consulting fees	Bonus	Stock Awards	Option Awards	All other Compensation	Totals
Dr. Gil Amelio	2014	\$ 215,000 (1)			100,090 (11)		\$ 315,090
<i>Chairman of the Board</i>	2015	\$ 240,000 (2)			88,797 (12)		\$ 287,204
Daniel Bland	2014	\$ 196,000	—	—	42,000 (13)	—	\$ 238,000
<i>CEO, CFO, Director</i>	2015	\$ 250,000 (3)	—	—	\$ 1,713 (14)	—	\$ 251,713
Naresh Soni	2014	\$ 240,000 (4)	—	\$ 160,000 (10)	\$ 424,427 (15)	—	\$ 744,427
<i>Chief Technology Officer</i>	2015	\$ 240,000 (5)	—	—	\$ 1,713 (16)	—	\$ 287,204
Tim Axness	2014	\$ 192,000 (6)	—	—	8,400 (17)	—	\$ 200,400
<i>RF Engineer – India Liason</i>	2015	\$ 220,000 (7)	—	—	27,093 (18)	—	\$ 247,093
Mark Geoghegan	2014	\$ 144,000	—	—	25,200 (19)	—	\$ 169,200
<i>Director of Finance</i>	2015	\$ 168,000 (8)	—	—	1,330 (20)	—	\$ 169,330
Samartha Nagabhushanam	2014	\$ —	—	—	—	—	\$ —
<i>Managing Director –India</i>	2015	\$ 180,000 (9)	—	—	—	—	\$ 180,000

1) Includes consulting fees of \$160,000 which was accrued and unpaid to a corporation controlled by Mr. Amelio as at December 31, 2014. On June 30, 2015 \$100,000 of the unpaid balance was settled by the issue of 2,000,000 units at a price of \$0.05 per unit. Each unit is comprised of one share and one warrant to acquire a second share at a price of \$0.30 per share with a term of two years.

2) All of these consulting fees of \$240,000 were accrued and unpaid to a corporation controlled by Mr. Amelio as at December 31, 2015.

3) Includes consulting fees of \$103,590 accrued and unpaid to Daniel Bland December 31, 2015.

4) Includes consulting fees of \$80,000 which was accrued and unpaid to a corporation controlled by Mr. Soni as at December 31, 2014.

5) Includes consulting fees of \$173,000 which was accrued and unpaid to a corporation controlled by Mr. Soni as at December 31, 2015.

6) Includes consulting fees of \$48,000 which was accrued and unpaid to Mr. Axness as at December 31, 2014.

7) Includes consulting fees of \$80,389 which was accrued and unpaid to Mr. Axness as at December 31, 2015.

8) Includes employment income of \$24,000 which was accrued and unpaid to Mr. Geoghegan as at December 31, 2015.

9) Includes employment income of \$2,876 which was accrued but unpaid to Mr. Nagabhushanam as at December 31, 2015

10) Comprised of 2,000,000 shares (valued at \$160,000) issued to Mr. Soni upon completion of 12 months of engagement with the Company.

11) Comprised of options to acquire 3,000,000 shares of common stock at a price of \$0.10 per share, issued on May 17, 2013 and vesting over 36 months. The option which vested during 2014 were valued at \$100,090.

12) Comprised of options to acquire 3,000,000 shares of common stock at a price of \$0.10 per share, issued on May 17, 2013 and vesting over 36 months. In addition, options to acquire 850,000 shares of common stock at a price of \$0.08 per share, issued on December 4, 2015 and vesting over 24 months. The options that vested during 2015 were valued at \$88,797.

13) Comprised of options to acquire 250,000 shares of common stock at a price of \$0.17 per share, issued on January 13, 2014 and vesting immediately.

- 14) Comprised of options to acquire 850,000 shares of common stock at a price of \$0.08 per share, issued on December 4, 2015 and vesting over 24 months. The options that vested during 2015 were valued at \$1,713.
- 15) Comprised of options to acquire 2,000,000 shares of common stock at a price of \$0.17 per share, issued on January 13, 2014 and vesting over 12 months, in addition to the balance of 1,000,000 options issued May 17, 2013 at a strike price of \$0.10 per share and vesting over a period of 12 months. The options which vested during the year were valued at \$424,427.
- 16) Comprised of options to acquire 850,000 shares of common stock at a price of \$0.08 per share, issued on December 4, 2015 and vesting over 24 months. The options that vested during 2015 were valued at \$1,713.
- 17) Comprised of options to acquire 50,000 shares of common stock at a price of \$0.17 per share, issued on January 13, 2014 and vesting immediately. The options that vested during 2014 were valued at \$8,400.
- 18) Comprised of options to acquire 400,000 shares of common stock at a price of \$0.10 per share, issued on June 19, 2015 and vesting immediately. The options that vested during 2015 were valued at \$27,093.
- 19) Comprised of options to acquire 150,000 shares of common stock at a price of \$0.17 per share, issued on January 13, 2014 and vesting immediately. The options that vested during 2014 were valued at \$25,200.
- 20) Comprised of options to acquire 660,000 shares of common stock at a price of \$0.08 per share, issued on December 4, 2015 and vesting over two years. The options that vested during 2015 were valued at \$1,330.

#### Aggregated Option Exercises and Fiscal Year-End Option Value Table

There were no stock options exercised during the fiscal years ended December 31, 2015 and 2014, by the Directors or executive officer named in the Summary Compensation Tables.

#### Long-Term Incentive Plan ("LTIP") Awards Table

There were no awards made to a named executive officer in the last completed fiscal year under any LTIP.

#### Compensation of Directors

Directors are permitted to receive fixed fees and other compensation for their services as directors. The Board of Directors has the authority to fix the compensation of directors. No amounts have been paid to, or accrued to, directors in such capacity.

#### Employment Agreements

The Company does not have formal employment agreements in place with our named executive officers and directors.

#### *Cash Compensation*

The Board of Directors are not currently compensated in cash for services rendered as directors. Mr. Bland's cash compensation is earned solely for his service as Chief Executive Officer and President of the Company. Dr. Amelio earns cash compensation of \$20,000 per month for his position on the advisory board of the Company, and his role as the chairman of the Board of Directors.

#### *Director Independence*

Quotations for our common stock are entered on the OTCBB inter-dealer quotation system, which does not have director independence requirements. For purposes of determining director independence, we have applied the definitions set out in NASDAQ Rule 4200(a)(15). Under NASDAQ Rule 4200(a)(15), a director is not considered to be independent if he or she is also an executive officer or employee of the corporation. During the fiscal year ended December 31, 2015, Dr. Amelio and Mr. Bland acted as our directors. Dr. Amelio fits the NASDAQ definition of director independence.

#### *Shareholder Communications*

Shareholders and other interested parties may communicate with the Board of Directors by written inquiries sent to 5BARz International Inc., Attention: Directors, 9670 Gateway Drive, Suite 250, Reno, Nevada, 89521. 5BARz's outside counsel will review these inquiries or communications. Communications other than advertising or promotions of a product or service will be forwarded to the directors. Shareholders and other interested parties may send communications to specified individual directors using the same procedures.

#### *Section 16(a) Beneficial Ownership Reporting Compliance*

Section 16(a) of the Securities Exchange Act of 1934, as amended, requires our directors and executive officers, and persons who own more than 10% of our common stock (collectively, "Reporting Persons") to file with the Securities and Exchange Commission initial reports of ownership and reports of changes in ownership of our common stock. Reporting Persons are also required by SEC regulations to furnish us with copies of all such ownership reports they file. SEC regulations also require us to identify in this Report any Reporting Person who failed to file any such report on a timely basis.

We do not believe that all Reporting Persons complied with all applicable Section 16(a) filing requirements for fiscal year 2015, based solely on our review of Item 12, Security Ownership of Certain Beneficial Owners and Management and Related Stockholder Matters in the Company's most recent Annual Report on Form 10-K, filed on April 27, 2016.

#### *Selection of Independent Registered Public Accounting Firm*

The Board of Directors also has appointed Marcum, LLP to be the Company's independent registered public accounting firm for fiscal 2016. Marcum, LLP has served as our auditors since 2012.

#### Policy for Approval of Audit and Permitted Non-Audit Services

All audit, audit-related and tax services were pre-approved by the Board of Directors, which concluded that the provision of such services Marcum, LLP was compatible with the maintenance of that firm's independence in the conduct of its auditing functions.

#### 2013 Stock Incentive Plan

On May, 17 2013, our board of directors adopted the 5BARz International Inc. 2013 Stock Incentive Plan (the "Plan"). The 2013 Stock Incentive Plan provides for the grant of options ("Options") to purchase common stock, and stock awards ("Awards") consisting of common stock, to eligible participants, including our directors, executive officers, employees and consultants. The terms and conditions of the 2013 Stock Incentive Plan apply equally to all participants. We have reserved a total of 20,000,000 shares of common stock for issuance under the Plan. As of the Record Date, there were outstanding Options for a total of 15,580,000 shares of common stock, none of which have been exercised, and no Awards have been granted.

The Plan Administrator, which is currently the board of directors, may designate which of our directors, officers, employees and consultants are to be granted Options and Awards. The Plan Administrator has the authority, in its sole discretion, to determine the type or types of awards to be granted under the Plan. Awards may be granted singly or in combination.

##### *Options*

The 2013 Stock Incentive Plan allows for the award of "incentive stock options" and "non-qualified stock options". Options may be granted by the Plan Administrator, in compliance with the requirements of the stock exchange on which the common stock may be listed or quoted. The Plan Administrator further determines the exercise price and other terms associated with any Options granted under the Option Plan, subject to the rules of the applicable stock exchange. The Options vest and expire on dates set by the Plan Administrator, being not more than ten years from the date of grant, provided that any outstanding Options will expire on a date not exceeding 90 days following the date that the holder ceases to be an officer, director, employee or consultant, for any reason other than retirement, death, permanent disability or termination for cause (as defined in the Plan). Options granted under the Plan are non-assignable.

##### *Awards*

The Plan Administrator is authorized to make Awards of common stock on such terms and conditions and subject to such repurchase or forfeiture restrictions, if any (which may be based on continuous service with us or the achievement of performance goals related to profits, profit growth, profit related return ratios, cash flow or total stockholder return, where such goals may be stated in absolute terms or relative to comparison companies), as the Plan Administrator shall determine, in its sole discretion, which terms, conditions and restrictions shall be set forth in the instrument evidencing the Award. The terms, conditions and restrictions that the Plan Administrator shall have the power to determine shall include, without limitation, the manner in which common stock subject to Awards are held during the periods they are subject to restrictions and the circumstances under which repurchase or forfeiture of the Award shall occur by reason of a participant's termination of service.

Upon the satisfaction of any terms, conditions and restrictions prescribed in respect to an Award, or upon a participant's release from any terms, conditions and restrictions of an Award, as determined by the Plan Administrator, we shall release, as soon as practicable, to a participant or, in the case of a participant's death, to the personal representative of a participant's estate or as the appropriate court directs, the appropriate number of common stock. Notwithstanding any other provisions of the 2013 Stock Incentive Plan, the Plan Administrator may, in its sole discretion, waive the repurchase or forfeiture period and any other terms, conditions or restrictions on any Award under such circumstances and subject to such terms and conditions as the Plan Administrator shall deem appropriate.

To the extent not previously exercised or settled, and unless otherwise determined by the Plan Administrator in its sole discretion, Options and Awards shall terminate immediately prior to our corporate dissolution or liquidation. To the extent a forfeiture provision or repurchase right applicable to an Award has not been waived by the Plan Administrator, the Award shall be forfeited immediately prior to the consummation of the dissolution or liquidation.

#### **Potential Payments upon Resignation, Retirement, or Change of Control**

We do not have any plans or agreements that are specific and unique to executive officers regarding termination of employment or a change of control of the Company.

Our 2013 Stock Incentive Plan provides for accelerated vesting of all unvested stock options and unvested restricted stock awards upon a "company transaction" (as defined in the Plan), irrespective of the scheduled vesting date for these awards.

#### **Security Ownership of Certain Beneficial Owners and Management and Related Stockholder Matters**

The following table sets forth, as of July 11, 2016, the number and percentage of outstanding shares of 5BARz International Inc. common stock owned by (i) each person known to us to beneficially own more than 5% of its outstanding common stock, (ii) each director, (iii) each named executive officer and significant employee, and (iv) all officers and directors as a group.

<b>Title of Class</b>	<b>Name and Address of Beneficial Owner</b>	<b>Amount and Nature of Beneficial Owner</b>	<b>Percent of Class (1)</b>
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Common stock	Daniel Bland	41,428,834	13.8%
Options	5535 Peregrine Way	1,100,000	
Warrants	Blaine, Washington 98230	8,000,000	
Common Stock	Gil Amelio	5,000,000	5.1%
Options	5840 Lake Geneva Drive	3,850,000	
Warrants	Reno, Nevada 89511	10,000,000	
Common Stock	Mark Geoghegan	4,173,708	1.6%
Options	7000 Island Blvd. Suite 212	1,000,000	
Convertible Debenture	Aventura, Florida 33160	729,857	
Common Stock	MNM Properties LLC	17,375,000	4.7%
Warrants	300 East 76 <sup>th</sup> Street New York, NY 10021		
Options	Samartha Nagabhushanam Suite 190, Siri Classic Orchards Colony	1,000,000	0.2%

The percent of class is based on 365,787,831 shares of our common stock issued and outstanding as of June 21, 2016.

The Executive Officers as a group hold 20.7% of the common stock through direct and indirect holdings.

Of the forty-one million four hundred twenty-eight thousand eight hundred thirty-four (41,428,834) shares owned by Mr. Bland, forty million (40,000,000) shares are owned by him directly, while the remaining one million four hundred twenty-eight thousand eight hundred thirty-four (1,428,834) shares are held by Dollardex Group Corp., of which he is the sole officer, director and shareholder.

We know of no arrangements, including pledges, by or among any of the forgoing persons, the operation of which could result in a change of control

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## PROPOSAL 2: RATIFICATION OF APPOINTMENT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

### The Board of Directors Recommends a Vote “FOR” Proposal 2

The Audit Committee of the Board of Directors has appointed Marcum, LLP (“Marcum”) as the Company’s independent registered public accounting firm for the year ending December 31, 2016. Although not required, the Board of Directors is requesting ratification by the shareholders of this appointment. Stockholder ratification of the selection of Marcum as our independent auditors is not required by our bylaws; however the Board of Directors is submitting the selection of Marcum to the shareholders for ratification as a matter of good corporate practice. If the shareholders fail to ratify the selection, the Audit Committee will reconsider whether to retain that firm. Even if the selection is ratified, the Audit Committee in its discretion may direct the appointment of a different independent accounting firm at any time during the year if the Audit Committee determines that such a change would be in the best interests of the Company and our shareholders.

Marcum has audited our financial statements since 2012. Marcum replaced Thomas J. Harris, PLLC (“Harris”), who was dismissed by the Board of Directors during 2012. The dismissal of Harris was not based on any disagreement with Harris, and there were no adverse opinions or disclaimer of opinions contained within Harris’ reports of the previous two years before their dismissal. The decision to change our independent registered public accounting firm to Marcum was made by the Board of Directors.

The Company incurred the following fees during fiscal 2014 and 2015 for services performed by Marcum: UPDATE

	Marcum, LLP	
	2014	2015
Audit Fees (1)	\$ 103,000	\$ 114,500
Audit Related Fees (2)	—	—
Tax Fees (3)	2,500	1,500
All Other Fees	—	—

- (1) “Audit Fees” represent fees for professional services provided in connection with the audit of our annual financial statements and review of our quarterly financial statements included in our reports on Form 10-Q, and issuance of comfort letters and audit services provided in connection with other statutory or regulatory filings.
- (2) “Audit Related Fees” generally represent fees for assurance and related services reasonably related to the performance of the audit or review of our financial statements, and acquisition due diligence, review of registration statements and issuance of comfort letters.
- (3) “Tax Fees” generally represent fees for tax compliance, tax advice, tax-related acquisition due diligence and tax planning services, including preparation of tax returns.

The Audit Committee reviews and approves the fee to be paid to the independent registered public accounting firm. The Audit Committee is also responsible for reviewing and approving engagements of significant non-audit work performed by the independent registered public accounting firm, and the Audit Committee approved all audit related fees and tax fees.

Representatives from Marcum are not expected to be present at the annual meeting, will not have the opportunity to provide a statement at the meeting, and will not be available to answer questions. If you wish to discuss any accounting with Marcum, please contact Mr. Bland at 9444 Waples Street, Suite 140, San Diego, California 92121, and Mr. Bland will arrange for communication with Marcum.

**The Board of Directors recommends a vote FOR Proposal 2.**

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## **PROPOSAL 3: CONSIDER AND VOTE ON AN AMENDMENT TO OUR ARTICLES OF INCORPORATION**

### **The Board of Directors Recommends a Vote “FOR” Proposal 3**

#### **Effect of Amendment**

Our Board of Directors is requesting stockholder approval of an Amendment to the Articles of Incorporation for the purpose of increasing the authorized number of shares of our capital stock from 400,000,000 to 600,000,000

If this proposal 3 is approved, Article 3 of our Articles of Incorporation will be amended and restated in its entirety to read:

Authorized stock: 600,000,000, par value \$0.001 per share.

Under the existing certificate of incorporation, as amended, we are authorized to issue up to 400,000,000 of capital stock. As of March 31, 2016, there are 340,994,687 shares of common stock and rights to acquire an aggregate of 135,590,597 additional shares of common stock under outstanding warrants and stock options.

The Amendment to the Articles of Incorporation would increase the total number of authorized shares of our capital stock to 600,000,000. The Amendment to the Articles of Incorporation would not change any of the current rights and privileges of the holders of our common stock or the par value of our common stock. Although the Amendment to the Articles of Incorporation would not affect our ability to use shares of our common stock for future corporate purposes (including paying future stock dividends, raising capital through common stock and convertible note offerings, funding future employee benefit plan obligations and issuing common stock in acquisitions or other strategic transactions), it would increase by 200,000,000 shares the number of authorized shares of common stock available for such purposes.

#### **Purpose of Amendment**

The purpose of the Amendment to the Articles of Incorporation is to increase the number of shares of common stock available for future issuance by the Company from 400,000,000 shares to 600,000,000 shares and to meet the needs of current holders of common stock purchase warrants and option holders. The Company is in an early stage of development and relies primarily on the issuance of capital stock, rights to acquire capital stock and promissory notes in order to raise capital in order to fund current and anticipated future operations of the Company, including its research and development and sales efforts. There are 340,994,687 shares of common stock outstanding at March 31, 2016, and the Board of Directors does not believe that the remaining shares of common stock will be sufficient to permit the Company to meet its capital needs over the coming years or to meet the needs of its current holders of common stock purchase warrants and option holders, should they elect to purchase shares thereunder. Accordingly, the Board has approved the Amendment to the Articles of Incorporation for the purpose of increasing the number of shares of common stock available for future capital raises and to meet the needs of its current holders of common stock purchase warrants and option holders and is recommending approval of the same to the stockholders. Aside from the previously issued common stock purchase warrants and options, the Company currently does not have any present understandings or agreements that will involve the issuance of capital stock. However, we are engaged in ongoing discussions with respect to transactions, including financings, which would involve the issuance of capital stock. As of the date herein, there are no definitive agreements, letters of intent or memorandums of understanding with respect to such transactions or financings.

#### **Anti-Takeover Provisions**

We do not have any provisions in our Articles of Incorporation, bylaws, or employment or credit agreements to which we are party that have anti-takeover consequences. We do not currently have any plans to adopt anti-takeover provisions or enter into any arrangements or understandings that would have anti-takeover consequences. In certain circumstances, our management may issue additional shares to resist a third party takeover transaction, even if done at an above market premium and favored by a majority of independent shareholders.

There are no adverse material consequences or any anti-takeover provisions in either our Articles of Incorporation or Bylaws that would be triggered as a consequence of the Amendment to the Articles of Incorporation. The Articles of Incorporation or Bylaws do not address any consequence of increasing the authorized amount of capital stock.

#### **Additional Information**

If approved by our stockholders, the Amendment to the Articles of Incorporation will become effective upon the filing of the Amendment to the Articles of Incorporation with the Nevada Secretary of State, which filing we expect to make promptly after receiving the approval of our stockholders at the meeting.

Under the Nevada Revised Statute, our stockholders do not have a right to dissent and are not entitled to appraisal rights with respect to the proposed amendment, and we will not independently provide our stockholders with any such rights.

**The Board of Directors recommends a vote FOR Proposal 3.**

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## **PROPOSAL 4: APPROVAL OF THE 5BARZ International Inc. 2016 STOCK INCENTIVE PLAN, AS AMENDED**

### **The Board of Directors Recommends a Vote “FOR” Proposal 4**

On July 1, 2016, our Board of Directors adopted the 2016 Stock Incentive Plan (the “Plan”). The purpose of the Plan is to enhance the long-term shareholder value of the Company, by offering opportunities to selected persons to participate in the Company’s growth and success, and to encourage them to remain in the service of the Company or a Related Company and to acquire and maintain stock ownership in the Company.

The following description of the Plan is a summary, does not purport to be a complete description of the Plan and is qualified in its entirety by the full text of the Plan. A copy of the Plan is attached to this proxy statement as Annex A and is incorporated herein by reference.

#### **Description of the Stock Incentive Plan**

The 2016 Stock Incentive Plan provides for the grant of options (“Options”) to purchase common stock, and stock awards (“Awards”) consisting of common stock, to eligible participants, including our directors, executive officers, employees and consultants. The terms and conditions of the Plan apply equally to all participants. We have reserved a total of 30,000,000 shares of common stock for issuance under the Plan. As of the Record Date, there were outstanding Options for a total of 15,580,000 shares of common stock, none of which have been exercised, and no Awards have been granted.

The Plan Administrator, which is currently the board of directors, may designate which of our directors, officers, employees and consultants are to be granted Options and Awards. The Plan Administrator has the authority, in its sole discretion, to determine the type or types of awards to be granted under the Plan. Awards may be granted singly or in combination.

#### *Options*

The 2016 Stock Incentive Plan allows for the award of “incentive stock options” and “non-qualified stock options”. Options may be granted by the Plan Administrator, in compliance with the requirements of the stock exchange on which the common stock may be listed or quoted. The Plan Administrator further determines the exercise price and other terms associated with any Options granted under the Option Plan, subject to the rules of the applicable stock exchange. The Options vest and expire on dates set by the Plan Administrator, being not more than ten years from the date of grant, provided that any outstanding Options will expire on a date not exceeding 90 days following the date that the holder ceases to be an officer, director, employee or consultant, for any reason other than retirement, death, permanent disability or termination for cause (as defined in the Plan). Options granted under the Plan are non-assignable.

#### *Awards*

The Plan Administrator is authorized to make Awards of common stock on such terms and conditions and subject to such repurchase or forfeiture restrictions, if any (which may be based on continuous service with us or the achievement of performance goals related to profits, profit growth, profit related return ratios, cash flow or total stockholder return, where such goals may be stated in absolute terms or relative to comparison companies), as the Plan Administrator shall determine, in its sole discretion, which terms, conditions and restrictions shall be set forth in the instrument evidencing the Award. The terms, conditions and restrictions that the Plan Administrator shall have the power to determine shall include, without limitation, the manner in which common stock subject to Awards are held during the periods they are subject to restrictions and the circumstances under which repurchase or forfeiture of the Award shall occur by reason of a participant’s termination of service.

Upon the satisfaction of any terms, conditions and restrictions prescribed in respect to an Award, or upon a participant’s release from any terms, conditions and restrictions of an Award, as determined by the Plan Administrator, we shall release, as soon as practicable, to a participant or, in the case of a participant’s death, to the personal representative of a participant’s estate or as the appropriate court directs, the appropriate number of common stock. Notwithstanding any other provisions of the Stock Incentive Plan, the Plan Administrator may, in its sole discretion, waive the repurchase or forfeiture period and any other terms, conditions or restrictions on any Award under such circumstances and subject to such terms and conditions as the Plan Administrator shall deem appropriate.

To the extent not previously exercised or settled, and unless otherwise determined by the Plan Administrator in its sole discretion, Options and Awards shall terminate immediately prior to our corporate dissolution or liquidation. To the extent a forfeiture provision or repurchase right applicable to an Award has not been waived by the Plan Administrator, the Award shall be forfeited immediately prior to the consummation of the dissolution or liquidation.

Unless earlier terminated by the Board, the Plan will terminate, and no further awards may be granted, ten years after the date on which the Board approved the Plan, or July 1, 2026. The Board may amend, suspend or terminate the Plan at any time, except that shareholder approval may be required for certain amendments under applicable law, regulation or stock exchange rule. Any amendment, suspension or termination of the Plan or the amendment of an outstanding award generally may not, without a participant’s consent, materially adversely affect any rights under an outstanding award.

#### **Potential Payments upon Resignation, Retirement, or Change of Control**

Our Stock Incentive Plan provides for accelerated vesting of all unvested stock options and unvested restricted stock awards upon a “company transaction” (as defined in the Plan), irrespective of the scheduled vesting date for these awards.

#### **Federal Income Tax Information**

The following is a brief summary of the U.S. federal income tax consequences of the Plan generally applicable to the Company and to participants in the Plan who are subject to U.S. federal taxes. The summary is based on the Code, applicable Treasury Regulations and administrative and judicial interpretations thereof, each as in effect on the date of this proxy statement and is, therefore, subject to future

changes in the law, possibly with retroactive effect. The summary is general in nature and does not purport to be legal or tax advice. Furthermore, the summary does not address issues relating to any U.S. gift or estate tax consequences or the consequences of any state, local or foreign tax laws.

*Nonqualified Stock Options.* A participant generally will not recognize taxable income upon the grant or vesting of a nonqualified stock option with an exercise price at least equal to the fair market value of our common stock on the date of grant and no additional deferral feature. Upon the exercise of a nonqualified stock option, a participant generally will recognize compensation taxable as ordinary income in an amount equal to the difference between the fair market value of the shares underlying the stock option on the date of exercise and the exercise price of the stock option. When a participant sells the shares, the participant will have short-term or long-term capital gain or loss, as the case may be, equal to the difference between the amount the participant received from the sale and the tax basis of the shares sold. The tax basis of the shares generally will be equal to the greater of the fair market value of the shares on the exercise date or the exercise price of the stock option.

*Stock Awards.* A recipient of a stock award generally will recognize compensation taxable as ordinary income when the shares cease to be subject to restrictions in an amount equal to the excess of the fair market value of the shares on the date the restrictions lapse over the amount, if any, paid by the participant with respect to the shares. However, no later than 30 days after a participant receives the restricted stock award, the participant may elect to recognize compensation taxable as ordinary income in an amount equal to the fair market value of the shares at the time of receipt.

*Performance Awards.* A participant generally will not recognize taxable income upon the grant of a performance award. Upon the distribution of cash, shares or other property to a participant pursuant to the terms of a performance award, the participant generally will recognize compensation taxable as ordinary income equal to the excess of (a) the amount of cash or the fair market value of any other property issued or paid to the participant pursuant to the terms of the award over (b) any amount paid by the participant with respect to the award.

*Tax Consequences to the Company.* In the foregoing cases, we generally will be entitled to a deduction at the same time, and in the same amount, as a participant recognizes ordinary income, subject to certain limitations imposed under the Code.

*Section 409A of the Code.* We intend that awards granted under the Plan comply with, or otherwise be exempt from, Section 409A of the Code, but make no representation or warranty to that effect.

*Tax Withholding.* We are authorized to deduct or withhold from any award granted or payment due under the Plan, or require a participant to remit to us, the amount of any withholding taxes due in respect of the award or payment and to take such other action as may be necessary to satisfy all obligations for the payment of applicable withholding taxes. We are not required to issue any shares of common stock or otherwise settle an award under the Plan until all tax withholding obligations are satisfied.

#### **New Plan Benefits**

#### **Securities Authorized for Issuance Under Equity Compensation Plans**

The following table gives information as of May 30, 2016, regarding shares of common stock that may be issued upon the exercise of options under our 2016 Stock Incentive Plan.

Plan Category	(a) No. of Shares to be Issued Upon Exercise of Outstanding Options, Warrants and Rights	(b) Weighted Average Exercise Price of Outstanding Options, Warrants and Rights	(c) No. of Shares Available for Future Issuance, excluding securities reflected in Column (a)
Equity Compensation Plans Approved by Shareholders	—	—	—
Equity Compensation Plans Not Approved by Shareholders <sup>(1)</sup>		\$	
<b>TOTAL</b>		<b>\$</b>	

**The Board of Directors recommends a vote FOR Proposal 4.**

## **PROPOSAL 5: ADVISORY VOTE ON EXECUTIVE COMPENSATION**

**The Board of Directors recommends a vote FOR Proposal 5.**

The Company believes that its compensation policies are designed to attract, motivate and retain talented executive officers and are aligned with the long-term interests of its stockholders. If such compensation were to be modified, the Company runs the risk of both being unable to retain and unable to attract qualified and competent people to fill rolls necessary for the advancement and betterment of the Company.

The Company is providing its stockholders the opportunity to vote to approve, on an advisory, non-binding basis, the compensation of our named executive officers (“NEO”) as disclosed in this proxy statement in accordance with the SEC’s rules. This proposal, which is commonly referred to as “say-on-pay,” is required by the recently enacted Dodd-Frank Wall Street Reform and Consumer Protection Act of 2010, which added Section 14A to the Securities Exchange Act of 1934, as amended (the “Exchange Act”). Section 14A of the Exchange Act also requires that stockholders have the opportunity to cast an advisory vote with respect to whether future executive compensation advisory votes will be held every one, two or three years, which is the subject of Proposal 6. This advisory stockholder vote, gives you as a stockholder the opportunity to approve or not approve the NEO’s compensation that is disclosed in this Proxy Statement by voting for or against the resolution below (or by abstaining with respect to the resolution).

As an advisory vote, this proposal is not binding. Neither the outcome of this advisory vote nor of the advisory vote included in Proposal 6 overrules any decision by the Company or the Board of Directors (or any committee thereof), creates or implies any change to the fiduciary duties of the Company or the Board of Directors (or any committee thereof), or creates or implies any additional fiduciary duties for the Company or the Board of Directors (or any committee thereof). However, our Compensation Committee and Board of Directors value the opinions expressed by our stockholders in their vote on this proposal and will consider the outcome of the vote when making future compensation decisions for named executive officers.

**The Board of Directors recommends a vote FOR Proposal 5.**

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## **PROPOSAL 6: ADVISORY VOTE ON THE FREQUENCY OF FUTURE EXECUTIVE COMPENSATION ADVISORY VOTES**

### **The Board of Directors recommends a vote FOR Proposal 6.**

In Proposal 6, the Company is providing its stockholders the opportunity to vote to approve, on an advisory, non-binding basis, the compensation of our named executive officers. In this Proposal 6 we are asking our stockholders to cast a non-binding advisory vote regarding the frequency of future executive compensation advisory votes. Stockholders may vote for a frequency of every one, two, or three years, or may abstain from casting a vote.

The Board of Directors will take into consideration the outcome of this vote in making a determination about the frequency of future executive compensation advisory votes. However, because this vote is advisory and non-binding, the Board of Directors may decide that it is in the best interests of our stockholders and the Company to hold the advisory vote to approve executive compensation more or less frequently.

After careful consideration, the Board of Directors believes that the executive compensation advisory vote should be held every three years, and therefore our Board of Directors recommends that you vote for a frequency of every three years for future executive compensation advisory votes.

The Company believes that a once-every-three-years executive compensation advisory vote will allow our stockholders to evaluate executive compensation on a more thorough, longer-term basis than an annual or biennial vote. The Company will take a long-term view of executive compensation and encourages its stockholders to do the same. Too-frequent executive compensation advisory votes may encourage short-term analysis of executive compensation. In addition, an annual or biennial executive compensation advisory vote may not allow stockholders sufficient time to evaluate the effect of changes made to the Company's executive compensation program. In determining to recommend that stockholders vote for a frequency of once every three years, the Company considered how an advisory vote at this frequency will provide stockholders sufficient time to evaluate the effectiveness of our executive compensation policies and practices in the context of our long-term business results rather than emphasizing short-term and potentially one-time fluctuations in our business results or executive compensation. In addition, a vote every three years will provide the Company sufficient time to be responsive to stockholder views.

The Board of Directors believes that holding the executive compensation advisory vote every three years is in the best interests of the Company and its stockholders and recommends voting for a frequency of every "three years". Proxies solicited by the Board of Directors will be voted for a frequency of every three years unless stockholders specify to the contrary.

### **The Board of Directors recommends a vote FOR Proposal 6.**

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## ANNUAL REPORT AND FORM 10-K; INTERNET AVAILABILITY OF PROXY MATERIALS

We have included with this proxy statement a copy of the Company's Annual Report on Form 10-K for the year ended December 31, 2015.

**Important Notice Regarding the Availability of Proxy Materials for the 5BARz International Inc., 2016 Annual meeting of Shareholders to Be Held on September 8, 2016: the Proxy Statement and the Annual Report on Form 10-K are available at: 9670 Gateway Drive, Suite 250, Reno, Nevada 89521.**

### METHOD AND COST OF SOLICITATION

The Company will pay the cost of soliciting proxies. In addition to soliciting proxies by mail, the Company's employees may request the return of proxies in person or by telephone. Brokers and persons holding shares for the benefit of others may incur expenses in forwarding proxies and accompanying materials and in obtaining permission from beneficial owners to execute proxies. On request, the Company will reimburse those expenses.

### HOUSEHOLDING

The Company has adopted a procedure approved by the Securities and Exchange Commission called "householding." Under this procedure, shareholders of record who have the same address receive only one copy of the Proxy Statement and Annual Report, as applicable. Shareholders who participate in householding continue to receive separate proxy forms.

Any shareholder who would prefer to have a separate copy of the Proxy Statement or Annual Report delivered to him or her at the shared address for this and future years may elect to do so by writing to Mr. Daniel Bland, President, 5BARz International, Inc., 9670 Gateway Drive, Suite 250, Reno, Nevada, 89521. A copy of the materials will be sent promptly to the shareholder following receipt of such notice.

### DISCRETIONARY AUTHORITY

While the Notice of Annual Meeting of Shareholders provides for transaction of such other business as may properly come before the Annual Meeting, the Board of Directors has no knowledge of any matters to be presented at the meeting other than those referred to in this proxy statement. However, the enclosed proxy gives discretionary authority in the event that any other matters should be presented.

### SHAREHOLDER PROPOSALS

Shareholders wishing to present proposals for action at an Annual Meeting must do so in accordance with the Company's bylaws. For purposes of the Company's 2017 Annual Meeting, such notice, to be timely, must be received by the Company between May 1, 2017 and May 5, 2017. In addition, SEC rules require that any shareholder proposal to be considered for inclusion in next year's Annual Meeting proxy materials be received at the Company's principal office by May 5, 2017. The Company's mailing address is 9670 Gateway Drive, Suite 250, Reno, Nevada, 89521.

Whether you plan to attend the Annual Meeting or not, please submit a proxy through the internet or sign and return the enclosed proxy form in the enclosed, stamped envelope if this proxy was received by mail.

/s/ Daniel Bland

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**Daniel Bland**  
**President**

Reno, Nevada  
August 4, 2016

Revocable Proxy  
5BARz INTERNATIONAL, INC.  
Proxy for the Annual Meeting of Shareholders

WRITTEN CONSENT SOLICITED  
ON BEHALF OF THE BOARD OF DIRECTORS  
OF 5BARz INTERNATIONAL, INC.

This written consent is solicited on behalf of the board of directors of 5BARz International, Inc. for the 2016 Annual meeting of Shareholders to be held at the offices of the Company, 9670 Gateway Drive, Suite 250, Reno, Nevada 89521 on September 8, 2016 at 2:00PM local time.

When properly executed, shares represented by this written consent will be voted as designated by the undersigned.

The undersigned hereby acknowledges receipt of the consent solicitation statement (the "Consent Solicitation Statement") of 5BARz International, Inc. (the "Company") dated August 4, 2016, does hereby vote via written consent, as designated below, all of the shares of common stock of the Company held by the undersigned:

The Board of Directors of the Company recommends a vote "For" the proposals.

1. Elect as directors the 2 nominees named below to hold office for a one year term or until their successors shall be elected and qualified or until their earlier resignation or removal;

<u>Nominee:</u>	<u>For</u>	<u>Against</u>	<u>Abstain</u>
Dr. Gilbert Amelio	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Mr. Daniel Bland	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

2. Ratify the appointment of Marcum, LLP as the Company's independent registered public accounting firm for the year ending December 31, 2016;

<u>For</u>	<u>Against</u>	<u>Abstain</u>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

3. Approval of an amendment to the Articles of Incorporation of the Company by filing a Certificate of Amendment with the Secretary of State of Nevada to increase the number of authorized shares of common stock from 400,000,000 to 600,000,000.

<u>For</u>	<u>Against</u>	<u>Abstain</u>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

4. Ratify the adoption of the 5BARz International, Inc. 2016 Stock Incentive Plan;

<u>For</u>	<u>Against</u>	<u>Abstain</u>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

5. To approve by an advisory vote named executive officer compensation.

<u>For</u>	<u>Against</u>	<u>Abstain</u>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

6. To approve by an advisory vote the following frequency for future advisory votes on executive compensation.  
Select one of the below options:

<input type="checkbox"/> EVERY ONE YEAR	<input type="checkbox"/> EVERY TWO YEARS
<input type="checkbox"/> EVERY THREE YEARS	<input type="checkbox"/> ABSTAINS

The undersigned represents that the undersigned owns the following number of shares of common stock of the Company (please insert number of the shares): \_\_\_\_\_.

Please sign exactly as the name or names appear on your stock certificate(s). If the shares are issued in the names of two or more persons, all such persons should sign the written consent. A written consent executed by a corporation should be signed in its name by its authorized officers. Executors, administrators, trustees, and partners should indicate their titles when signing. This Proxy, when properly signed, will be voted in the manner directed. If no direction is given, this Proxy will be voted FOR Proposals 1-6. By completing and returning this Proxy, you are granting the proxyholders, and each of them, the right and authority to vote in their discretion with respect to any amendments to any of the above Proposals, as well as in respect to any other matter that may be properly brought before the 2016 Annual Meeting of Stockholders, in each case in accordance with the judgment of the person or persons voting. The Company does not expect that

any other matter than as described in this proxy statement will be brought before the 2016 Annual Meeting of Stockholders.

Date:	_____
Stockholder Name (printed):	_____
Signature:	_____
Title (if applicable):	_____
Signature (if held jointly):	_____
Title (if applicable):	_____

Important: Please complete, sign and date your written consent promptly  
and fax, email or mail it to:  
5BARz International, Inc.  
c/o Nevada Agency and Trust Company  
50 West Liberty Street, #880  
Reno NV 89501  
Fax: 775-322-5623  
tiffany@natco.org

5BARZ INTERNATIONAL, INC.  
2016 STOCK INCENTIVE PLAN  
(Adopted \_\_\_\_\_)

SECTION 1. PURPOSE

The purpose of the 5BARZ INTERNATIONAL, INC. 2016 Stock Incentive Plan (the “Plan”) is to enhance the long-term stockholder value of 5BARZ INTERNATIONAL, INC., a Nevada corporation (the “Company”), by offering opportunities to selected Persons to participate in the Company’s growth and success, and to encourage them to remain in the service of the Company or a Related Company (as defined in Section 2) and to acquire and maintain stock ownership in the Company.

SECTION 2. DEFINITIONS

In the Plan:

“**Award**” means any Option or Stock Award.

“**Board**” means the Board of Directors of the Company.

“**Cause**,” unless otherwise defined in the instrument evidencing the Award or in an employment or services agreement between the Company or a Related Company and a Participant, means dishonesty, fraud, misconduct, unauthorized use or disclosure of confidential information or trade secrets or violation of noncompetition and confidentiality agreements, or conviction or confession of a crime punishable by law (except minor violations), in each case as determined by the Plan Administrator, and its determination shall be conclusive and binding.

“**Code**” means the Internal Revenue Code of 1986, as amended from time to time.

“**Committee**” shall mean a committee, or subcommittee, consisting of two or more directors who shall be appointed by and serve at the pleasure of the Board. To the extent necessary for compliance with Rule 16b-3, or any successor provision, each of the members of the Committee shall be a “non-employee director.” Solely for purposes of this Section 1(e), “non-employee director” shall have the same meaning as set forth in Rule 16b-3 under the Exchange Act, or any successor provision, as then in effect.

“**Common Stock**” or “**Stock**” means the common stock, \$0.001 par value per share, of the Company.

“**Company**” means 5BARZ INTERNATIONAL, INC., a Nevada corporation.

“**Company Transaction**,” unless otherwise defined in the instrument evidencing the Award or in a written employment or services agreement between a Participant and the Company or a Related Company and a Participant, means consummation of either:

- (a) a merger or consolidation of the Company with or into any other entity; or
- (b) a sale, lease, exchange or other transfer in one transaction or a series of related transactions undertaken with a common purpose of all or substantially all the Company’s then outstanding securities or all or substantially all the Company’s assets; provided, however, that a Company Transaction shall not include a Related Party Transaction.

“**Disability**,” unless otherwise defined by the Plan Administrator, means a mental or physical impairment of a Participant that is expected to result in death or that has lasted or is expected to last for a continuous period of twelve (12) months or more and that causes a Participant to be unable, in the opinion of the Company, to perform his or her duties for the Company or a Related Company and to be engaged in any substantial gainful activity.

“**Early Retirement**” means Termination of Service (as defined below) prior to Retirement on terms and conditions approved by the Plan Administrator.

“**Exchange Act**” means the Securities Exchange Act of 1934, as amended, and the rules and regulations of the Securities and Exchange Commission promulgated thereunder.

“**Fair Market Value**” means the per share value of the Common Stock as established in good faith by the Plan Administrator or, if the Common Stock is: (a) listed on a national stock exchange (including any tier of The Nasdaq Stock Market, The New York Stock Exchange or The American Stock Exchange), the closing sales price for the Common Stock as reported by that market for regular session trading for a single trading day; or (b) quoted on OTC Bulletin Board, OTC QX or by the Pink OTC Markets Inc., the closing sales price reported by such service for a single trading day. If there is no such reported price for the Common Stock for the date in question, then such price on the last preceding date for which such price exists shall be determinative of Fair Market Value.

“**Grant Date**” means the date on which the Plan Administrator completes the corporate action relating to the grant of an Award or such later date specified by the Plan Administrator, and on which all conditions precedent to the grant have been satisfied; provided, however, that conditions to the exercisability or vesting of Awards shall not defer the Grant Date.

“**Incentive Stock Option**” means an Option granted with the intention, as reflected in the instrument evidencing the Option, that it qualify as an “incentive stock option” as that term is defined in Section 422 of the Code.

“**Nonqualified Stock Option**” means an Option other than an Incentive Stock Option.

“**Option**” means the right to purchase Common Stock granted under Section 7.

“**Option Expiration Date**” has the meaning set forth in Section 7.6.

“**Option Term**” has the meaning set forth in Section 7.3.

“**Participant**” means the Person to whom an Award is granted.

“**Plan**” means the 5BARZ INTERNATIONAL, INC. 2013 Stock Incentive Plan.

“**Plan Administrator**” shall mean the Board, or one or more Committees appointed by the Board, as the case may be.

“**Person**” means any individual, corporation, partnership, limited liability company, firm, joint venture, association, joint-stock company, trust, incorporated, organization, governmental or regulatory or other entity.

“**Related Company**” means any entity that, directly or indirectly, is in control of, or is controlled by, or is under common control with the Company.

“**Related Party Transaction**” means (a) a merger or consolidation of the Company in which the holders of the outstanding voting securities of the Company immediately prior to the merger or consolidation hold at least a majority of the outstanding voting securities of the Successor Company immediately after the merger or consolidation; (b) a sale, lease, exchange or other transfer of the Company’s assets to a majority-owned subsidiary company; (c) a transaction undertaken for the principal purpose of restructuring the capital of the Company, including but not limited to, reincorporating the Company in a different jurisdiction or creating a holding company; or (d) a corporate dissolution or liquidation.

“**Retirement**,” unless otherwise defined by the Plan Administrator from time to time for purposes of the Plan, means Termination of Service on or after the date the individual reaches “normal retirement age” as that term is defined in Section 411(a)(8) of the Code.

“**Securities Act**” means the Securities Act of 1933, as amended.

“**Stock Award**” means an award of shares of Common Stock or units denominated in Common Stock granted under Section 9, the rights of ownership of which may be subject to restrictions prescribed by the Plan Administrator.

“**Successor Company**” means the surviving company, the successor company or its parent, as applicable, in connection with a Company Transaction.

“**Termination of Service**” means a termination of employment or service relationship with the Company or a Related Company for any reason, whether voluntary or involuntary, including death, Disability, Early Retirement or Retirement, as determined by the Administrator in its sole discretion. Any question as to whether and when there has been a Termination of Service for the purposes of an Award and the cause of such Termination of Service shall be determined by the Plan Administrator and its determination shall be final. Transfer of a Participant’s employment or service relationship between Related Corporations, or between the Company and any Related Corporation, shall not be considered a Termination of Service for purposes of an Award, but unless the Plan Administrator determines otherwise, a Termination of Service shall be deemed to occur if a Participant’s employment or service relationship is with an entity that has ceased to be a Related Corporation.

“**Vesting Commencement Date**” means the Grant Date or such other date selected by the Plan Administrator as the date from which the Option begins to vest for purposes of Section 7.4.

## SECTION 3. ADMINISTRATION

### 3.1 Plan Administrator

The Plan shall be administered by the Plan Administrator. If and so long as the Common Stock is registered under Section 12(b) or 12(g) of the Exchange Act, the Board shall consider in selecting the members of any Committee acting as Plan Administrator, with respect to any members of such Committee(s) subject or likely to become subject to Section 16 of the Exchange Act, the provisions regarding (a) “outside directors” as contemplated by Section 162(m) of the Code and (b) “nonemployee directors” as contemplated by Rule 16b-3 under the Exchange Act. Notwithstanding the foregoing, the Board may delegate the responsibility for administering the Plan with respect to designated classes of eligible Persons to different Committees, subject to such limitations as the Board deems appropriate. A Committee member shall serve at the pleasure of the Board for such term as the Board may determine, subject to removal by the Board at any time. To the extent consistent with applicable law, the Board may authorize one or more senior executive officers of the Company to grant Awards to designated classes of eligible Persons, within the limits specifically prescribed by the Board.

### 3.2 Administration and Interpretation by Plan Administrator

Except for the terms and conditions explicitly set forth in this Plan, the Plan Administrator shall have exclusive authority, in its discretion, to determine all matters relating to Awards under the Plan, including the selection of individuals to be granted Awards, the type of Awards, the number of shares of Common Stock subject to an Award, all terms, conditions, restrictions and limitations, if any, of an Award and the terms of any instrument that evidences the Award. The Plan Administrator shall also have exclusive authority to interpret the Plan and the terms of any instrument evidencing the Award and may from time to time adopt and change rules and regulations of general application for the Plan’s administration. The Plan Administrator’s interpretation of the Plan and its rules and regulations, and all actions taken and determinations made by the Plan Administrator pursuant to the Plan, shall be conclusive and binding on all parties involved or affected. The Plan Administrator may delegate ministerial duties to such of the Company’s officers as it so determines.

## SECTION 4. STOCK SUBJECT TO THE PLAN

### 4.1 Authorized Number of Shares

Subject to adjustment from time to time as provided in Section 12.1, a maximum of thirty million (30,000,000) shares of Common Stock shall be available for issuance under the Plan. Shares issued under the Plan shall be drawn from authorized and unissued shares of Common Stock or shares of Common Stock now held or subsequently acquired by the Company.

### 4.2 Reuse of Shares

Any shares of Common Stock that have been made subject to an Award that cease to be subject to the Award (other than by reason of exercise or settlement of the Award to the extent it is exercised for or settled in shares) shall again be available for issuance in connection with future grants of Awards under the Plan. In the event shares of Common Stock issued under the Plan are reacquired by the Company pursuant to any forfeiture provision, right of repurchase or right of first refusal, such shares shall again be available for the purposes of the Plan; provided, however, that the maximum number of shares that may be issued upon the exercise of Incentive Stock Options shall equal the share number stated in Section 4.1, subject to adjustment from time to time as provided in Section 12.1.

## SECTION 5. ELIGIBILITY

An Award may be granted to eligible Persons, including any officer, director or employee of the Company, or a Related Company, that the Plan Administrator from time to time selects. If an Award is granted to any consultant, advisor or independent contractor who provides services to the Company or any Related Company, the services rendered must be bona fide services that (i) are not in connection with the offer and/or sale of any of the Company's securities in a capital-raising transaction, and (ii) do not directly or indirectly promote or maintain a market for any of the Company's securities.

## SECTION 6. AWARDS

### 6.1 Form and Grant of Awards

The Plan Administrator shall have the authority, in its sole discretion, to determine the type or types of Awards to be granted under the Plan. Awards may be granted singly or in combination.

### 6.2 Settlement of Awards

The Company may settle Awards through the delivery of shares of Common Stock, the granting of replacement Awards or any combination thereof as the Plan Administrator shall determine. Any Award settlement, including payment deferrals, may be subject to such conditions, restrictions and contingencies as the Plan Administrator shall determine. The Plan Administrator may permit or require the deferral of any Award payment, subject to such rules and procedures as it may establish, which may include provisions for the payment or crediting of interest, or dividend equivalents, including converting such credits into deferred stock equivalents.

### 6.3 Acquired Company Awards

Notwithstanding anything in the Plan to the contrary, the Plan Administrator may grant Awards under the Plan in substitution for awards issued under other plans, or assume under the Plan awards issued under other plans, if the other plans are or were plans of other acquired entities, or the parent of such acquired entity ("Acquired Entities") and the new Award is substituted, or the old award is assumed, by reason of a merger, consolidation, acquisition of property or stock, reorganization or liquidation (the "Acquisition Transaction"). In the event that a written agreement pursuant to which the Acquisition Transaction is completed is approved by the Board and said agreement sets forth the terms and conditions of the substitution for or assumption of outstanding awards of the Acquired Entity, said terms and conditions shall be deemed to be the action of the Plan Administrator without any further action by the Plan Administrator, except as may be required for compliance with Rule 16b-3 under the Exchange Act, and the Persons holding such awards shall be deemed to be Participants.

## SECTION 7. AWARDS OF OPTIONS

### 7.1 Grant of Options

The Plan Administrator shall have the authority, in its sole discretion, to grant Options designated as Incentive Stock Options or as Nonqualified Stock Options.

### 7.2 Option Exercise Price

The exercise price for shares purchased under an Option shall be as determined by the Plan Administrator, but shall not be less than the minimum exercise price required by Section 8.3 with respect to Incentive Stock Options.

### 7.3 Term of Options

Subject to earlier termination in accordance with the terms of the Plan and the instrument evidencing the Option, the maximum term of an Option (the "Option Term") shall be as established for that Option by the Plan Administrator or, if not so established, shall be ten (10) years from the Grant Date. For Incentive Stock Options, the Option Term shall be as specified in Section 8.4.

### 7.4 Exercise of Options

The Plan Administrator shall establish and set forth in each instrument that evidences an Option the time at which, or the installments in which, the Option shall vest and become exercisable, any of which provisions may be waived or modified by the Plan Administrator at any time. If not so established in the instrument evidencing the Option, the Option shall vest and become exercisable according to the following schedule, which may be waived or modified by the Plan Administrator at any time:

Period of Participant's Continuous Employment or Service With the Company or Its Related Companies From the Vesting Commencement Date	Portion of Total Option That Is Vested and Exercisable
After 1 year	33%
Each additional one-month period of continuous employment or	1/36 <sup>th</sup> of the remaining 75%

service completed thereafter

After 3 years

100%

The Plan Administrator, in its sole discretion, may adjust the vesting schedule of an Option held by a Participant who works less than “full time” as that term is defined by the Plan Administrator or who takes a Company-approved leave of absence.

To the extent an Option has vested and become exercisable, the Option may be exercised in whole or, from time to time, in part by delivery to the Company of a written stock option exercise agreement or notice, in a form and in accordance with procedures established by the Plan Administrator, setting forth the number of shares with respect to which the Option is being exercised, the restrictions imposed on the shares purchased under such exercise agreement, if any, and such representations and agreements as may be required by the Plan Administrator, accompanied by payment in full as described in Section 7.5. An Option may be exercised only for whole shares and may not be exercised for less than a reasonable number of shares at any one time, as determined by the Plan Administrator.

### 7.5 Payment of Exercise Price

The exercise price for shares purchased under an Option shall be paid in full to the Company by delivery of consideration equal to the product of the Option exercise price and the number of shares purchased. Such consideration must be paid before the Company will issue the shares being purchased and must be in a form or a combination of forms acceptable to the Plan Administrator for that purchase, which forms may include:

- (a) cash;
- (b) check;
- (c) tendering (either actually or, if the Common Stock is registered under Section 12(b) or 12(g) of the Exchange Act, by attestation) shares of Common Stock already owned by a Participant for at least six (6) months (or any shorter period necessary to avoid a charge to the Company’s earnings for financial reporting purposes) that on the day prior to the exercise date have a Fair Market Value equal to the aggregate exercise price of the shares being purchased under the Option;
- (d) if the Common Stock is registered under Section 12(b) or 12(g) of the Exchange Act, delivery of a properly executed exercise notice, together with irrevocable instructions to a brokerage firm designated by the Company to deliver promptly to the Company the aggregate amount of sale or loan proceeds to pay the Option exercise price and any withholding tax obligations that may arise in connection with the exercise, all in accordance with the regulations of the Federal Reserve Board; or
- (e) such other consideration as the Plan Administrator may permit.

In addition, to assist a Participant (including a Participant who is an officer or a director of the Company) in acquiring shares of Common Stock pursuant to an Award granted under the Plan, the Plan Administrator, in its sole discretion, may authorize, either at the Grant Date or at any time before the acquisition of Common Stock pursuant to the Award, (i) the payment by a Participant of the purchase price of the Common Stock by a full-recourse promissory note or (ii) the guarantee by the Company of a full-recourse loan obtained by a Participant from a third party. Subject to the foregoing, the Plan Administrator shall in its sole discretion specify the terms of any loans or loan guarantees, including the interest rate and terms of and security for repayment.

### 7.6 Post-Termination Exercises

The Plan Administrator shall establish and set forth in each instrument that evidences an Option whether the Option shall continue to be exercisable, and the terms and conditions of such exercise, if a Participant ceases to be employed by, or to provide services to, the Company or a Related Company, which provisions may be waived or modified by the Plan Administrator at any time. If not so established in the instrument evidencing the Option, the Option shall be exercisable according to the following terms and conditions, which may be waived or modified by the Plan Administrator at any time:

- (a) Any portion of an Option that is not vested and exercisable on the date of a Participant’s Termination of Service shall expire on such date.
- (b) Any portion of an Option that is vested and exercisable on the date of a Participant’s Termination of Service shall expire on the earliest to occur of:
  - (i) if the Participant’s Termination of Service occurs for reasons other than Cause, Retirement or Early Retirement, Disability or death, the date which is three (3) months after such Termination of Service;
  - (ii) if the Participant’s Termination of Service occurs by reason of Retirement or Early Retirement, Disability or death, the one-year anniversary of such Termination of Service; and
  - (iii) the last day of the Option Term (the “Option Expiration Date”).

Notwithstanding the foregoing, if a Participant dies after his or her Termination of Service but while an Option is otherwise exercisable, the portion of the Option that is vested and exercisable on such Termination of Service shall expire upon the earlier to occur of (y) the Option Expiration Date and (z) the one-year anniversary of the date of death, unless the Plan Administrator determines otherwise.

Also notwithstanding the foregoing, in case a Participant’s Termination of Service occurs for Cause, all Options granted to a Participant shall automatically expire upon first notification to the Participant of such termination, unless the Plan Administrator determines otherwise. If a Participant’s employment or service relationship with the Company is suspended pending an investigation of whether a Participant shall be terminated for Cause, all a Participant’s rights under any Option shall likewise be suspended during the period of investigation. If any facts that would constitute termination for Cause are discovered after a Participant’s Termination of Service, any Option then held by a Participant may be immediately terminated by the Plan Administrator, in its sole discretion.

(c) A Participant's transfer of employment or service relationship between or among the Company and any Related Company, or a change in status from an employee to a consultant, advisor or independent contractor or a change in status from a consultant, advisor or independent contractor to an employee, shall not be considered a Termination of Service for purposes of this Section 7.

(d) The effect of a Company-approved leave of absence on the application of this Section 7 shall be determined by the Plan Administrator, in its sole discretion.

## SECTION 8. INCENTIVE STOCK OPTION LIMITATIONS

Notwithstanding any other provisions of the Plan, and to the extent required by Section 422 of the Code, Incentive Stock Options shall be subject to the following additional terms and conditions:

### 8.1 Dollar Limitation

To the extent the aggregate Fair Market Value (determined as of the Grant Date) of Common Stock with respect to which a Participant's Incentive Stock Options become exercisable for the first time during any calendar year (under the Plan and all other stock option plans of the Company) exceeds \$100,000, such portion in excess of \$100,000 shall be treated as a Nonqualified Stock Option. In the event a Participant holds two or more such Options that become exercisable for the first time in the same calendar year, such limitation shall be applied on the basis of the order in which such Options are granted.

### 8.2 Eligible Employees

Individuals who are not employees of the Company or one of its parent companies or subsidiary companies may not be granted Incentive Stock Options.

### 8.3 Exercise Price

The exercise price of an Incentive Stock Option shall be at least one hundred percent (100%) of the Fair Market Value of the Common Stock on the Grant Date, and in the case of an Incentive Stock Option granted to a Participant who owns more than ten percent (10%) of the total combined voting power of all classes of the stock of the Company or of its parent or subsidiary companies (a "Ten Percent Stockholder"), shall not be less than one hundred and ten percent (110%) of the Fair Market Value of the Common Stock on the Grant Date. The determination of more than ten percent (10%) ownership shall be made in accordance with Section 422 of the Code.

### 8.4 Option Term

Subject to earlier termination in accordance with the terms of the Plan and the instrument evidencing the Option, the Option Term of an Incentive Stock Option shall not exceed ten (10) years, and in the case of an Incentive Stock Option granted to a Ten Percent Stockholder, shall not exceed five (5) years.

### 8.5 Exercisability

An Option designated as an Incentive Stock Option shall cease to qualify for favorable tax treatment as an Incentive Stock Option to the extent it is exercised (if permitted by the terms of the Option):

- (a) more than three (3) months after the date of a Participant's Termination of Service, if termination was for reasons other than death or disability;
- (b) more than one (1) year after the date of a Participant's Termination of Service, if termination was by reason of disability; or
- (c) after a Participant has been on leave of absence for more than ninety (90) days, unless a Participant's reemployment rights are guaranteed by statute or contract.

### 8.6 Taxation of Incentive Stock Options

In order to obtain certain tax benefits afforded to Incentive Stock Options under Section 422 of the Code, a Participant must hold the shares acquired upon the exercise of an Incentive Stock Option for two (2) years after the Grant Date and one (1) year after the date of exercise.

A Participant may be subject to the alternative minimum tax at the time of exercise of an Incentive Stock Option. A Participant shall give the Company prompt written notice of any disposition of shares acquired on the exercise of an Incentive Stock Option prior to the expiration of such holding periods.

### 8.7 Promissory Notes

The amount of any promissory note delivered pursuant to Section 7.5 herein in connection with an Incentive Stock Option shall bear interest at a rate specified by the Plan Administrator, but in no case less than the rate required to avoid imputation of interest (taking into account any exceptions to the imputed interest rules) for federal income tax purposes.

### 8.8 Code Definitions

For the purposes of this Section 8, "parent corporation," "subsidiary corporation" and "disability" shall have the meanings attributed to those terms for purposes of Section 422 of the Code.

## SECTION 9. STOCK AWARDS

### 9.1 Grant of Stock Awards

The Plan Administrator is authorized to make Awards of shares of Common Stock or Awards denominated in units of Common Stock on such terms and conditions and subject to such repurchase or forfeiture restrictions, if any (which may be based on continuous service with the Company or the achievement of performance goals related to profits, profit growth, profit-related return ratios, cash flow or total stockholder return, where such goals may be stated in absolute terms or relative to comparison companies), as the Plan Administrator shall determine, in its sole discretion, which terms, conditions and restrictions shall be set forth in the instrument evidencing the Award. The terms, conditions and restrictions that the Plan Administrator shall have the power to determine shall include, without limitation, the manner in which shares subject to Stock Awards are held during the periods they are subject to restrictions and the circumstances under which repurchase or forfeiture of the Stock Award shall occur by reason of a Participant's Termination of Service.

## 9.2 Issuance of Shares

Upon the satisfaction of any terms, conditions and restrictions prescribed in respect to a Stock Award, or upon a Participant's release from any terms, conditions and restrictions of a Stock Award, as determined by the Plan Administrator, the Company shall release, as soon as practicable, to a Participant or, in the case of a Participant's death, to the personal representative of a Participant's estate or as the appropriate court directs, the appropriate number of shares of Common Stock.

## 9.3 Waiver of Restrictions

Notwithstanding any other provisions of the Plan, the Plan Administrator may, in its sole discretion, waive the repurchase or forfeiture period and any other terms, conditions or restrictions on any Stock Award under such circumstances and subject to such terms and conditions as the Plan Administrator shall deem appropriate.

## SECTION 10. WITHHOLDING

The Company may require a Participant to pay to the Company the amount of any taxes that the Company is required by applicable federal, state, local or foreign law to withhold with respect to the grant, vesting or exercise of an Award. The Company shall not be required to grant or issue any securities under the Plan until such obligations are satisfied.

The Plan Administrator may permit or require a Participant to satisfy all or part of his or her tax withholding obligations by (a) paying cash to the Company, (b) having the Company withhold from any cash amounts otherwise due or to become due from the Company to a Participant, or (c) having the Company withhold a number of shares of Common Stock that would otherwise be issued to a Participant (or become vested, as applicable) having a value equal to the tax withholding obligations (up to the employer's minimum required tax withholding rate), or (d) surrendering a number of shares of Common Stock a Participant already owns having a value equal to the tax withholding obligations (up to the employer's minimum required tax withholding rate to the extent a Participant has owned the surrendered shares for less than six (6) months if such a limitation is necessary to avoid a charge to the Company for financial reporting purposes).

## SECTION 11. TRANSFERABILITY

Neither an Award nor any interest therein may be assigned, pledged or transferred by a Participant or made subject to attachment or similar proceedings otherwise than by will or by the applicable laws of descent and distribution, and, during a Participant's lifetime, such Awards may be exercised only by a Participant. Notwithstanding the foregoing, and to the extent permitted by Section 422 of the Code, the Plan Administrator, in its sole discretion, may permit a Participant to assign or transfer an Award or may permit a Participant to designate a beneficiary who may exercise the Award or receive payment under the Award after a Participant's death; provided, however, that an Award so assigned or transferred shall be subject to all the terms and conditions of the Plan and those contained in the instrument evidencing the Award.

## SECTION 12. ADJUSTMENTS

### 12.1 Adjustment of Shares

In the event, at any time or from time to time, a stock dividend, stock split, spin-off, combination or exchange of shares, recapitalization, merger, consolidation, distribution to stockholders other than a normal cash dividend, or other change in the Company's corporate or capital structure results in (a) the outstanding shares of Common Stock, or any securities exchanged therefor or received in their place, being exchanged for a different number or kind of securities of the Company or of any other company or (b) new, different or additional securities of the Company or of any other company being received by the holders of shares of Common Stock of the Company, then the Plan Administrator shall make proportional adjustments in (i) the maximum number and kind of securities subject to the Plan and issuable as Incentive Stock Options as set forth in Section 4 and (ii) the number and kind of securities that are subject to any outstanding Award and the per share price of such securities, without any change in the aggregate price to be paid therefor. The determination by the Plan Administrator as to the terms of any of the foregoing adjustments shall be conclusive and binding. Notwithstanding the foregoing, a dissolution or liquidation of the Company or a Company Transaction shall not be governed by this Section 12.1 but shall be governed by Sections 12.2 and 12.3, respectively.

### 12.2 Dissolution or Liquidation

To the extent not previously exercised or settled, and unless otherwise determined by the Plan Administrator in its sole discretion, Options and Stock Awards denominated in units shall terminate immediately prior to the dissolution or liquidation of the Company. To the extent a forfeiture provision or repurchase right applicable to an Award has not been waived by the Plan Administrator, the Award shall be forfeited immediately prior to the consummation of the dissolution or liquidation.

### 12.3 Company Transaction

#### 12.3.1 Options

In the event of a Company Transaction, except as otherwise provided in the instrument evidencing an Option or in a written employment or services agreement between a Participant and the Company or a Related Company, the following shall apply:

(a) Except as provided in subsection (b) below, each outstanding Option shall be assumed or an equivalent option or right substituted by the Successor Company.

(b) If in the event of a Company Transaction the Successor Company refuses to assume or substitute for an Option, then each such outstanding Option shall become fully vested and exercisable with respect to one hundred percent (100%) of the unvested portion of the Option. In such case, the Plan Administrator shall notify a Participant in writing or electronically that one hundred percent (100%) of the unvested portion of the Option specified above shall be fully vested and exercisable for a specified time period. At the expiration of the time period, the Option shall terminate, provided that the Company Transaction is consummated.

(c) For the purposes of this Section 12.3, the Option shall be considered assumed or substituted for if following the Company Transaction the option or right confers the right to purchase or receive, for each share of Common Stock subject to the Option immediately prior to the Company Transaction, the consideration (whether stock, cash, or other securities or property) received in the Company Transaction by holders of Common Stock for each share held on the effective date of the transaction (and if holders were offered a choice of consideration, the type of consideration chosen by the holders of a majority of the outstanding shares); provided, however, that if such consideration received in the Company Transaction is not solely common stock of the Successor Company, the Plan Administrator may, with the consent of the Successor Company, provide for the consideration to be received upon the exercise of the Option, for each share of Common Stock subject thereto, to be solely common stock of the Successor Company substantially equal in fair market value to the per share consideration received by holders of Common Stock in the Company Transaction. The determination of such substantial equality of value of consideration shall be made by the Plan Administrator and its determination shall be conclusive and binding.

(d) All Options shall terminate and cease to remain outstanding immediately following the Company Transaction, except to the extent assumed by the Successor Company.

### 12.3.2 Stock Awards

In the event of a Company Transaction, except as otherwise provided in the instrument evidencing the Award or in a written employment or services agreement between a Participant and the Company or a Related Company, the vesting of shares subject to Stock Awards shall accelerate, and the forfeiture provisions to which such shares are subject shall lapse, if and to the same extent that the vesting of outstanding Options accelerates in connection with the Company Transaction. If unvested Options are to be assumed or substituted by a Successor Company without acceleration upon the occurrence of a Company Transaction, the repurchase or forfeiture provisions to which such Stock Awards are subject shall continue with respect to shares of the Successor Company that may be issued in exchange for such shares.

### 12.4 Further Adjustment of Awards

Subject to Sections 12.2 and 12.3, the Plan Administrator shall have the discretion, exercisable at any time before a sale, merger, consolidation, reorganization, liquidation, dissolution or change of control of the Company, as defined by the Plan Administrator, to take such further action as it determines to be necessary or advisable with respect to Awards. Such authorized action may include (but shall not be limited to) establishing, amending or waiving the type, terms, conditions or duration of, or restrictions on, Awards so as to provide for earlier, later, extended or additional time for exercise, lifting restrictions and other modifications, and the Plan Administrator may take such actions with respect to all Participants, to certain categories of Participants or only to individual Participants. The Plan Administrator may take such action before or after granting Awards to which the action relates and before or after any public announcement with respect to such sale, merger, consolidation, reorganization, liquidation, dissolution or change of control that is the reason for such action.

### 12.5 Limitations

The grant of Awards shall in no way affect the Company's right to adjust, reclassify, reorganize or otherwise change its capital or business structure or to merge, consolidate, dissolve, liquidate or sell or transfer all or any part of its business or assets.

### 12.6 Fractional Shares

In the event of any adjustment in the number of shares covered by any Award, each such Award shall cover only the number of full shares resulting from such adjustment.

SECTION 13. [Intentionally Deleted]

SECTION 14. MARKET STANDOFF

In the event of an underwritten public offering by the Company of its equity securities pursuant to an effective registration statement filed under the Securities Act, including the Company's initial public offering, no Person may sell, make any short sale of, loan, hypothecate, pledge, grant any option for the purchase of, or otherwise dispose of or transfer for value or otherwise agree to engage in any of the foregoing transactions with respect to any shares issued pursuant to an Award granted under the Plan without the prior written consent of the Company or its underwriters. Such limitations shall be in effect for such period of time as may be requested by the Company or such underwriters; provided, however, that in no event shall such period exceed one hundred and eighty (180) days.

In the event the Company makes any public offering of its securities and determines in its sole discretion that it is necessary to reduce the number of issued but unexercised stock purchase rights so as to comply with any state's securities or Blue Sky law limitations with respect thereto, the Board shall have the right in its sole discretion (i) to accelerate the exercisability of any Option and the date on which such Option must be exercised, provided that the Company gives the Participant prior written notice of such acceleration, and (ii) to cancel any Options or portions thereof which Participant does not exercise prior to or contemporaneously with such public offering.

In the event of any stock split, stock dividend, recapitalization, combination of shares, exchange of shares or other change affecting the

Company's outstanding shares of Common Stock effected as a class without the Company's receipt of consideration, any new, substituted or additional securities distributed with respect to the purchased shares shall be immediately subject to the provisions of this Section 14, to the same extent the purchased shares are at such time covered by such provisions.

In order to enforce the limitations of this Section 14, the Company may impose stop-transfer instructions with respect to the purchased shares until the end of the applicable standoff period.

## SECTION 15. AMENDMENT AND TERMINATION

### 15.1 Amendment, Suspension or Termination of Plan

The Board may amend, suspend or terminate the Plan or any portion of the Plan at any time and in such respects as it shall deem advisable; provided, however, that to the extent required for compliance with Section 422 of the Code or any applicable law or regulation, stockholder approval shall be required for any amendment that would: (a) increase the total number of shares of Common Stock available for issuance under the Plan; (b) modify the class of employees eligible to receive Options; or (c) otherwise require stockholder approval under any applicable law or regulation. Any amendment made to the Plan that would constitute a "modification" to Incentive Stock Options outstanding on the date of such amendment shall not, without the consent of a Participant, be applicable to such outstanding Incentive Stock Options but shall have prospective effect only.

### 15.2 Term of Plan

The Plan shall have no fixed expiration date; provided, however, that no Incentive Stock Options may be granted more than ten (10) years after the later of (a) the adoption by the Board of the Plan and (b) the adoption by the Board of any amendment to the Plan that constitutes the adoption of a new plan for purposes of Section 422 of the Code.

### 15.3 Consent of Participant

The suspension, amendment or termination of the Plan or a portion thereof or the amendment of an outstanding Award shall not, without a Participant's consent, materially adversely affect any rights under any Award theretofore granted to a Participant under the Plan. Any change or adjustment to an outstanding Incentive Stock Option shall not, without the consent of a Participant, be made in a manner so as to constitute a "modification" that would cause such Incentive Stock Option to fail to continue to qualify as an Incentive Stock Option. Notwithstanding the foregoing, any adjustments made pursuant to Sections 12.1 through 12.3 shall not be subject to these restrictions.

## SECTION 16. GENERAL

### 16.1 Evidence of Awards

Awards granted under the Plan shall be evidenced by a written instrument that shall contain such terms, conditions, limitations and restrictions as the Plan Administrator shall deem advisable and that are not inconsistent with the Plan.

### 16.2 No Individual Rights

Nothing in the Plan or any Award granted under the Plan shall be deemed to constitute an employment contract or confer or be deemed to confer on any Participant any right to continue in the employ of, or to continue any other relationship with, the Company or any Related Company or limit in any way the right of the Company or any Related Company to terminate a Participant's employment or other relationship at any time, with or without Cause.

### 16.3 Issuance of Shares

Notwithstanding any other provision of the Plan, the Company shall have no obligation to issue or deliver any shares of Common Stock under the Plan or make any other distribution of benefits under the Plan unless, in the opinion of the Company's counsel, such issuance, delivery or distribution would comply with all applicable laws (including, without limitation, the requirements of the Securities Act), and the applicable requirements of any securities exchange or similar entity.

The Company shall be under no obligation to any Participant to register for offering or resale or to qualify for exemption under federal, state and/or other securities laws any shares of Common Stock, security or interest in a security paid or issued under, or created by, the Plan, or to continue in effect any such registrations or qualifications if made.

To the extent the Plan or any instrument evidencing an Award provides for issuance of stock certificates to reflect the issuance of shares of Common Stock, the issuance may be effected on a noncertificated basis, to the extent not prohibited by applicable law or the applicable rules of any stock exchange. As a condition to the exercise of an Option or any other receipt of Common Stock pursuant to an Award under the Plan, the Company may require (a) a Participant to represent and warrant at the time of any such exercise or receipt that such shares are being purchased or received only for a Participant's own account and without any present intention to sell or distribute such shares and (b) such other action or agreement by a Participant as may from time to time be necessary to comply with the federal, state and/or other securities laws. At the option of the Company, a stop-transfer order against any such shares may be placed on the official stock books and records of the Company, and a legend indicating that such shares may not be pledged, sold or otherwise transferred, unless an opinion of counsel is provided (concurring in by counsel for the Company) stating that such transfer is not in violation of any applicable law or regulation, may be stamped on stock certificates to ensure exemption from registration. The Plan Administrator may also require a Participant to execute and deliver to the Company a purchase agreement or such other agreement as may be in use by the Company at such time that describes certain terms and conditions applicable to the shares.

### 16.4 No Rights as a Stockholder

A Participant (or the Participant's successor or successors) shall have no rights as a stockholder with respect to any shares of Common Stock covered by an Option or Stock Award until the date of the issuance of a stock certificate evidencing such shares. No adjustment shall

be made for dividends (ordinary or extraordinary, whether in cash, securities or other property), distributions or other rights for which the record date is prior to the date such stock certificate is actually issued (except as otherwise provided in Section 14 of the Plan).

#### 16.5 Compliance With Laws and Regulations

Notwithstanding anything in the Plan to the contrary, the Plan Administrator, in its sole discretion, may bifurcate the Plan so as to restrict, limit or condition the use of any provision of the Plan to Participants who are officers or directors subject to Section 16 of the Exchange Act without so restricting, limiting or conditioning the Plan with respect to other Participants. Additionally, in interpreting and applying the provisions of the Plan, any Option granted as an Incentive Stock Option pursuant to the Plan shall, to the extent permitted by law, be construed as an “incentive stock option” within the meaning of Section 422 of the Code.

#### 16.6 Participants in Other Countries

The Plan Administrator shall have the authority to adopt such modifications, procedures and subplans as may be necessary or desirable to comply with provisions of the laws of other countries in which the Company or any Related Company may operate to assure the viability of the benefits from Awards granted to Participants employed in such countries and to meet the objectives of the Plan.

#### 16.7 No Trust or Fund

The Plan is intended to constitute an “unfunded” plan. Nothing contained herein shall require the Company to segregate any monies or other property, or shares of Common Stock, or to create any trusts, or to make any special deposits for any immediate or deferred amounts payable to any Participant, and no Participant shall have any rights that are greater than those of a general unsecured creditor of the Company.

#### 16.8 Severability

If any provision of the Plan or any Award is determined to be invalid, illegal or unenforceable in any jurisdiction, or as to any Person, or would disqualify the Plan or any Award under any law deemed applicable by the Plan Administrator, such provision shall be construed or deemed amended to conform to applicable laws, or, if it cannot be so construed or deemed amended without, in the Plan Administrator’s determination, materially altering the intent of the Plan or the Award, such provision shall be stricken as to such jurisdiction, Person or Award, and the remainder of the Plan and any such Award shall remain in full force and effect.

#### 16.9 Choice of Law

The Plan and all determinations made and actions taken pursuant hereto, to the extent not otherwise governed by the laws of the United States, shall be governed by the laws of the State of Nevada without giving effect to principles of conflicts of law.

#### 16.10 Appendix Provisions

Participants who are residents of the State of California shall be subject to the additional terms and conditions set forth in Appendix A to the Plan, attached hereto, until such time as the Common Stock becomes a “listed” security under the Securities Act.

### SECTION 17. EFFECTIVE DATE

The “effective date” is the date on which the Plan is adopted by the Board. If the stockholders of the Company do not approve the Plan within twelve (12) months after the Board’s adoption of the Plan, any Incentive Stock Options granted under the Plan will be treated as Nonqualified Stock Options.

APPENDIX A

TO THE

5BARZ INTERNATIONAL, INC. 2016 STOCK INCENTIVE PLAN  
(For California Residents Only)

This Appendix to the 5BARZ INTERNATIONAL, INC. 2016 Stock Incentive Plan (the "Plan") shall have application only to Participants who are residents of the State of California. Capitalized terms contained herein shall have the same meanings given to them in the Plan, unless otherwise provided in this Appendix. Notwithstanding any provision contained in the Plan to the contrary and to the extent required by applicable law, the following terms and conditions shall apply to all Awards granted to residents of the State of California, until such time as the Common Stock becomes a "listed security" under the Securities Act:

1. Options shall have a term of not more than ten years from the Grant Date.
2. Awards shall be nontransferable other than by will or the laws of descent and distribution. Notwithstanding the foregoing, and to the extent permitted by Section 422 of the Code, the Plan Administrator, in its discretion, may permit transfer of an Award to a revocable trust or as otherwise permitted by Rule 701 of the Securities Act.
3. Unless employment or services are terminated for Cause, the right to exercise an Option in the event of Termination of Service, to the extent that the Participant is otherwise entitled to exercise an Option on the date of Termination of Service, shall be (a) at least six months from the date of a Participant's Termination of Service if termination was caused by death or Disability, and (b) at least 30 days from the date of a Participant's Termination of Service if termination of employment was caused by other than death or Disability, (c) but in no event later than the Option Expiration Date.
4. No Award may be granted to a resident of California more than ten years after the earlier of the date of adoption of the Plan and the date the Plan is approved by the stockholders.
5. Stockholders of the Company must approve the Plan by the later of (a) within 12 months before or after the Plan is adopted by the Board and (b) prior to or within 12 months of the grant of an Option under the Plan to a resident of the State of California, except that stockholders must approve the Plan prior to issuance of any securities under the Plan (other than Options) distributed or sold to Participants who are residents of the State of California. Any Option exercised by a California resident or shares issued under an Award to a California resident shall be rescinded if stockholder approval is not obtained in the foregoing manner. Shares subject to such Awards shall not be counted in determining whether such approval is obtained.
6. To the extent required by applicable law, the Company shall provide annual financial statements of the Company to each California resident holding an outstanding Award under the Plan. Such financial statements need not be audited and need not be issued to key persons whose duties at the Company assure them access to equivalent information.

5BARZ INTERNATIONAL, INC. 2016 STOCK INCENTIVE PLAN  
ADOPTION AND AMENDMENTS/ADJUSTMENTS  
SUMMARY PAGE

<u>Date of Board Action</u>	<u>Action</u>	<u>Section/Effect of Amendment</u>	<u>Stockholder Approval</u>
2016	Initial Plan Adoption		None