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

**FORM S-8
REGISTRATION STATEMENT**
*UNDER
THE SECURITIES ACT OF 1933*

REPAY HOLDINGS CORPORATION
(Exact name of registrant as specified in its charter)

Delaware
(State or other jurisdiction of
incorporation or organization)

98-1496050
(I.R.S. Employer
Identification No.)

**3060 Peachtree Road NW
Suite 1100
Atlanta, GA 30305
(404) 504-7472**
(Address of Principal Executive Offices) (Zip Code)

Restricted Stock Employment Inducement Award Agreement (Morrow)
Performance-Based Restricted Stock Units Employment Inducement Award Agreement (TSR) (Morrow)
Performance-Based Restricted Stock Units Employment Inducement Award Agreement (Adjusted EBITDA) (Morrow)
(Full title of the plan)

Tyler B. Dempsey, Esq.
General Counsel
3060 Peachtree Road NW
Suite 1100
Atlanta, GA 30305
(404) 504-7472
(Name and address, including zip code, and telephone number, including area code, of agent for service)

Copies to:

David W. Ghegan, Esq.
Heather M. Ducat, Esq.
Troutman Pepper Locke LLP
600 Peachtree Street, NE
Suite 3000
Atlanta, Georgia 30308
(404) 885-3000

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

Large accelerated filer

Accelerated filer

Non-accelerated filer

Smaller reporting company

Emerging growth company

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

EXPLANATORY NOTE

Repay Holdings Corp. (the “Registrant” or the “Company”) is filing this Registration Statement on Form S-8 (the “Registration Statement”) with the Securities and Exchange Commission (the “SEC”) under the Securities Act of 1933, as amended (the “Securities Act”), to register 781,248 shares (the “Shares”) of the Company’s Class A common stock, \$0.0001 par value per share, consisting of (i) 260,416 Shares which were issued under a restricted stock award (the “RSAs”) granted to Matthew E. Morrow pursuant and subject to a Restricted Stock Employment Inducement Award Agreement, dated May 12, 2026 (the “RSA Plan”), (ii) 260,416 Shares that may be issued upon the vesting and settlement of 130,208 performance-based restricted stock units (the “TSR PSUs”) granted to Mr. Morrow pursuant and subject to a Performance-Based Restricted Stock Units Employment Inducement Award Agreement (TSR), dated May 12, 2026 (the “TSR PSU Plan”), and (iii) 260,416 Shares that may be issued upon the vesting and settlement of 130,208 performance-based restricted stock units (together with the RSAs and TSR PSUs, the “Inducement Awards”) granted to Mr. Morrow pursuant and subject to a Performance-Based Restricted Stock Units Employment Inducement Award Agreement (Adjusted EBITDA), dated May 12, 2026 (together with the RSA Plan and the TSR PSU Plan, the “Plans”), as a material inducement to Mr. Morrow entering into employment with the Company in reliance on the employment inducement exemption provided under the Nasdaq Listing Rule 5635(c)(4). The Inducement Awards are subject to vesting and forfeiture restrictions in accordance with the terms of the Plans. The Inducement Awards were approved by the compensation committee of the board of directors of the Company and were granted outside of the Company’s equity incentive plans.

PART I

INFORMATION REQUIRED IN THE SECTION 10(a) PROSPECTUS

The documents containing the information specified in Part I of the Instructions to the Registration Statement on Form S-8 will be sent or given to the participant in the Plans covered by this Registration Statement, as applicable and as required by Rule 428(b)(1) promulgated under the Securities Act. Such documents need not be filed with the SEC either as part of this Registration Statement or as prospectuses or prospectus supplements pursuant to Rule 424. These documents and the documents incorporated by reference in this Registration Statement pursuant to Item 3 of Part II of this Registration Statement, taken together, constitute a prospectus that meets the requirements of Section 10(a) of the Securities Act.

PART II

INFORMATION REQUIRED IN THE REGISTRATION STATEMENT

Item 3. Incorporation of Documents by Reference.

The following documents filed with the SEC by the Registrant pursuant to the Securities Act and the Securities Exchange Act of 1934, as amended (the "Exchange Act"), are incorporated herein by reference, to the extent that such documents are considered filed with the SEC:

- The Registrant's Annual Report on Form 10-K for the year ended December 31, 2025, filed with the SEC on [March 9, 2026](#), as amended by Amendment No. 1 to the Annual Report on Form 10-K/A, filed with the SEC on [April 30, 2026](#) (File No. 001-38531).
- The Registrant's Quarterly Report on Form 10-Q for the fiscal quarter ended March 31, 2026, filed with the SEC on [May 4, 2026](#) (File No. 001-38531).
- The Registrant's Current Reports on Form 8-K, filed with the SEC on [February 12, 2026](#), [February 25, 2026](#), [March 31, 2026](#), [April 14, 2026](#), [June 1, 2026](#), [June 12, 2026](#) and [June 15, 2026](#) (excluding those portions furnished pursuant to Item 2.02 and Item 7.01, if applicable) (File No. 001-38531).
- The description of the Registrant's securities contained in our Registration Statement on Form 8-A (File No. 001-38531), filed with the SEC on [June 15, 2018](#), including any amendments or reports filed for the purpose of updating such description.

All documents subsequently filed by the Registrant pursuant to Sections 13(a), 13(c), 14 and 15(d) of the 1934 Act, prior to the filing of a post-effective amendment which indicates that all securities offered have been sold or which deregisters all securities then remaining unsold, shall be deemed to be incorporated by reference herein and to be a part hereof from the date of filing of such documents, to the extent such documents are considered filed with the SEC.

Any statement contained in a document incorporated or deemed to be incorporated by reference herein shall be deemed to be modified or superseded for purposes of this Registration Statement to the extent that a statement contained herein (or in any other subsequently filed document which also is incorporated or deemed to be incorporated by reference herein) modifies or supersedes such statement. Any such statement so modified or superseded shall not be deemed, except as so modified or superseded, to constitute a part of this Registration Statement.

You may request copies of these documents, at no cost to you, by writing or telephoning us at the below address. Exhibits to the filings, however, will not be sent, unless those exhibits have specifically been incorporated by reference in this document:

Repay Holdings Corporation
3060 Peachtree Road NW
Suite 1100
Atlanta, GA 30305
(404) 504-7472

Item 4. Description of Securities.

Not applicable.

Item 5. Interests of Named Experts and Counsel.

Certain legal matters with respect to the validity of the shares of common stock registered hereby will be passed upon for the Company by Tyler B. Dempsey, Esq., General Counsel. Mr. Dempsey is paid a salary by the Company, is a participant in various employee benefit plans offered to the Company's employees and beneficially owns, or has rights to acquire, an aggregate of less than one percent of the shares of the Company's Class A common stock.

Item 6. Indemnification of Directors and Officers.

Section 145 of the Delaware General Corporation Law (the "DGCL") provides that a corporation may indemnify directors and officers as well as other employees and individuals against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by such person in connection with any threatened, pending or completed actions, suits or proceedings in which such person is made a party by reason of such person being or having been a director, officer, employee or agent of the registrant. The DGCL provides that Section 145 is not exclusive of other rights to which those seeking indemnification may be entitled under any bylaws, agreement, vote of stockholders or disinterested directors or otherwise. The registrant's Certificate of Incorporation and Bylaws provide for indemnification by the registrant of its directors and officers to the fullest extent permitted by the DGCL.

Section 102(b)(7) of the DGCL permits a corporation to provide in its Certificate of Incorporation that a director of the corporation shall not be personally liable to the corporation or its stockholders for monetary damages for breach of fiduciary duty as a director, except for liability (1) for any breach of the director's duty of loyalty to the corporation or its stockholders, (2) for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law, (3) for unlawful payments of dividends or unlawful stock repurchases, redemptions or other distributions or (4) for any transaction from which the director derived an improper personal benefit. The registrant's Certificate of Incorporation provides for such limitation of liability to the fullest extent permitted by the DGCL.

The registrant has entered into indemnification agreements with each of its directors and executive officers to provide contractual indemnification in addition to the indemnification provided in our Certificate of Incorporation. Each indemnification agreement provides for indemnification and advancements by the registrant of certain expenses and costs relating to claims, suits or proceedings arising from his or her service to the registrant or, at our request, service to other entities, as officers or directors to the maximum extent permitted by applicable law. The registrant believes that these provisions and agreements are necessary to attract qualified directors.

The registrant also maintains standard policies of insurance under which coverage is provided (1) to its directors and officers against loss arising from claims made by reason of breach of duty or other wrongful act, while acting in their capacity as directors and officers of the registrant, and (2) to the registrant with respect to payments which may be made by the registrant to such officers and directors pursuant to any indemnification provision contained in the registrant's Certificate of Incorporation and Bylaws or otherwise as a matter of law.

Item 7. Exemption From Registration Claimed.

Not applicable.

Item 8. Exhibits.

<u>Exhibit</u>	<u>Description</u>
4.1	<u>Certificate of Incorporation of the Company (incorporated by reference to Exhibit 3.2 of the Company's Form 8-K (File No. 001-38531), filed with the SEC on July 17, 2019).</u>
4.2	<u>Amendment to Certificate of Incorporation of the Company (incorporated by reference to Exhibit 3.1 of the Company's Form 8-K (File No. 001-38531), filed with the SEC on June 9, 2022).</u>
4.3	<u>Second Amended and Restated Bylaws of the Company (incorporated by reference to Exhibit 3.3 of the Company's Form 10-Q (File No. 001-38531), filed with the SEC on August 8, 2024).</u>
4.4	<u>Certificate of Designation for Series A Junior Participating Preferred Stock of Repay Holdings Corporation (incorporated by reference to Exhibit 3.1 of the Company's Form 8-K (File No. 001-38531), filed with the SEC on April 14, 2026).</u>
4.5	<u>Stockholder Rights Agreement, dated as of April 13, 2026, by and between Repay Holdings Corporation and Continental Stock Transfer & Trust Company (incorporated by reference to Exhibit 4.1 of the Company's Form 8-K (File No. 001-38531), filed with the SEC on April 14, 2026).</u>
4.6*	<u>Form of Restricted Stock Employment Inducement Award Agreement.</u>
4.7*	<u>Form of Performance-Based Restricted Stock Units Employment Inducement Award Agreement (TSR).</u>
4.8*	<u>Form of Performance-Based Restricted Stock Units Employment Inducement Award Agreement (Adjusted EBITDA).</u>
5.1*	<u>Opinion of Tyler B. Dempsey, Esq.</u>
23.1*	<u>Consent of Grant Thornton LLP.</u>
23.2	<u>Consent of Tyler B. Dempsey, Esq. (included in Exhibit 5.1).</u>
24.1	<u>Power of Attorney (contained on the signature page hereto).</u>
107*	<u>Filing Fee Table.</u>

* Filed herewith.

Item 9. Undertakings.

(a) The undersigned Registrant hereby undertakes:

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

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

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

(iii) To include material information with respect to the plan of distribution not previously disclosed in the registration statement or any material change to such information in the registration statement

provided, however, that paragraphs (a)(1)(i) and (a)(1)(ii) do not apply if the information required to be included in a post-effective amendment by those paragraphs is contained in reports filed with or furnished to the SEC by the Registrant pursuant to Section 13 or 15(d) of the Exchange Act that are incorporated by reference in this registration statement.

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

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

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

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

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, as amended, the Registrant certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-8 and has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Atlanta, State of Georgia, on June 16, 2026.

REPAY HOLDINGS CORPORATION

By: /s/ John Morris

Name: John Morris

Title: Chief Executive Officer

POWERS OF ATTORNEY

Each person whose signature appears below constitutes and appoints John Morris and Tyler B. Dempsey or any of them, his true and lawful attorneys-in-fact and agents, with full power of substitution and resubstitution, for him and in his name, place and stead, in any and all capacities, to sign any and all amendments to this Registration Statement (including post-effective amendments), and to file the same, with all exhibits thereto, and other documents in connection therewith with the Securities and Exchange Commission, granting unto said attorneys-in-fact and agents, and each of them, full power and authority to do and to perform each and every act and thing requisite and necessary to be done in and about the premises, as fully and to all intents and purposes as he might or would do in person, hereby ratifying and confirming all that said attorneys-in-fact and agents or any of them, or their or his substitute or substitutes, may lawfully do or cause to be done by virtue hereof.

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

<u>Signature</u>	<u>Title</u>	<u>Date</u>
<u>/s/ John Morris</u> John Morris	Chief Executive Officer and Director (Principal Executive Officer)	June 16, 2026
<u>/s/ Robert S. Houser</u> Robert S. Houser	Chief Financial Officer (Principal Financial Officer)	June 16, 2026
<u>/s/ Thomas Sullivan</u> Thomas Sullivan	Chief Accounting Officer (Principal Accounting Officer)	June 16, 2026
<u>/s/ Peter Kight</u> Peter Kight	Chairman of the Board	June 16, 2026
<u>/s/ Paul Garcia</u> Paul Garcia	Director	June 16, 2026
<u>/s/ Maryann Goebel</u> Maryann Goebel	Director	June 16, 2026
<u>/s/ Richard Thornburgh</u> Richard Thornburgh	Director	June 16, 2026
<u>/s/ Emnet Rios</u> Emnet Rios	Director	June 16, 2026

**FORM OF
REPAY HOLDINGS CORPORATION
RESTRICTED STOCK EMPLOYMENT INDUCEMENT AWARD DOCUMENT**

THIS RESTRICTED STOCK EMPLOYMENT INDUCEMENT AWARD DOCUMENT (this “Award Document”) is hereby granted as of the “Grant Date” set forth below by Repay Holdings Corporation, a Delaware corporation (the “Company”), to the “Grantee” identified below as an inducement to Grantee’s acceptance of the Company’s offer of employment. The terms and conditions of this Restricted Stock Award are set forth in this Award Document. This Restricted Stock Award constitutes a stand-alone, non-plan “employment inducement grant” as contemplated by NASDAQ Listing Rule 5635(c)(4) and therefore is not made under or pursuant to the Repay Holdings Corporation Amended and Restated Omnibus Incentive Plan (as amended and restated effective as of April 19, 2024, the “Plan”) or any other equity compensation plan of the Company. Nevertheless, the terms and provisions of the Plan are hereby incorporated into this Award Document by this reference, as though fully set forth herein, as if this Restricted Stock Award were granted pursuant to the Plan. For the avoidance of doubt, this Award shall not be counted for purposes of calculating the aggregate number of Shares that may be issued or transferred pursuant to Awards under Section 11(a) of the Plan. A copy of the Plan has been provided to the Grantee along with this Award Document. Capitalized terms used herein shall, unless otherwise required by the context, have the meaning ascribed to such terms in the Plan.

By action of the Committee, and subject to the terms of this Award Document, the Grantee is hereby granted an Award of the number of Shares set forth below (the “Shares”), subject in all regards to the terms of this Award Document and the Plan and to the restrictions and risks of forfeiture set forth in this Award Document.

Grantee	[]
Grant Date	[]
Number of Shares	[]

NOW, THEREFORE, in consideration of the promises and the mutual covenants contained in this Award Document, the Company and the Grantee agree as follows:

1. Grant. The Company hereby grants to the Grantee the Shares, on the terms and conditions set forth in this Award Document and as otherwise set forth in the Plan, the terms and provisions of which are incorporated herein.

2. Vesting and Forfeiture.

(a) Vesting. Subject to the other terms contained in this Award Document, the Shares shall become vested on the dates set forth below (each, a “Vesting Date”), subject to the continued employment of the Grantee by the Company or Affiliate thereof through each such Vesting Date, as to the specified portion of the Shares indicated:

<u>Vesting Date</u>	<u>Vested Percentage</u>
First anniversary of the Grant Date	25%
Second anniversary of the Grant Date	25%
Third anniversary of the Grant Date	25%
Fourth anniversary of the Grant Date	25%

For purposes of clarity and avoidance of doubt, the foregoing vesting schedule is structured so as to result in the Shares being 100% vested on the fourth anniversary of the Grant Date, subject to the continued employment of the Grantee by the Company or Affiliate thereof through such Vesting Date.

(b) Change of Control. Notwithstanding the foregoing, if there is a Change in Control prior to the fourth anniversary of the Grant Date and the successor to the Company does not assume or provide for a substitute for the unvested Shares under this Award, with appropriate adjustments to the number and kind of shares of stock underlying this Award as may result from the Change in Control, the Grantee’s unvested Shares shall become fully vested on the occurrence of such Change in Control, subject to the continued employment of the Grantee by the Company or Affiliate thereof until such Change in Control. If there is a Change in Control prior to the fourth anniversary of the Grant Date and the successor company assumes or provides a substitute award for the unvested Shares under this Award, with appropriate adjustments to the number and kind of shares of stock underlying this Award as may result from the Change in Control, such unvested Shares will remain subject to the same vesting schedule set forth in Section 2(a) above (subject to Section 2(c) below and this Section 2(b) in connection with a subsequent Change in Control).

(c) Termination of Employment. If, on or following a Change in Control with respect to which the successor company assumes or provides a substitute award for the unvested Shares under this Award, with appropriate adjustments to the number and kind of shares of stock underlying this Award as may result from the Change in Control, the Grantee’s employment with the Company and its Affiliates (or any successor thereof) is terminated on or before the fourth anniversary of the Grant Date by

the Company or an Affiliate (or any successor thereof) without Cause (as hereinafter defined), by the Grantee for Good Reason (as hereinafter defined), or on account of Grantee's death or Incapacity (as hereinafter defined), and such termination constitutes a separation from service (within the meaning of Section 409A of the Code), then the Grantee's unvested Shares shall become fully vested upon the termination of Grantee's employment with the Company and its Affiliates (or any successor thereof) by the Company or an Affiliate (or any successor thereof) without Cause, by the Grantee for Good Reason, or on account of Grantee's death or Incapacity.

For purposes of this Award Document, "Incapacity" shall have the same definition as under any employment agreement between the Company or an Affiliate (or any successor thereof) and the Grantee or, if no such employment agreement exists or if such employment agreement does not contain any such definition or words of similar import, "Incapacity" shall have the same meaning as "Disability" under the Plan; and "Cause" and "Good Reason" shall have the same definitions as under the Plan.

(d) Death or Incapacity Prior to a Change in Control. If prior to a Change in Control and the fourth anniversary of the Grant Date, the Grantee's employment with the Company and its Affiliates (or any successor thereof) is terminated on account of Grantee's death or Incapacity, and such termination constitutes a separation from service (within the meaning of Section 409A of the Code), then the Grantee's unvested Shares under this Award shall become fully vested upon the termination of Grantee's employment with the Company and its Affiliates (or any successor thereof) on account of Grantee's death or Incapacity.

(e) Forfeiture of Unvested Shares. Except as otherwise provided herein or in any employment agreement between Grantee and the Company or any Affiliate or as determined by the Committee in its sole discretion, the Grantee's unvested Shares shall be automatically forfeited without consideration to the Grantee upon the Grantee's termination of employment with the Company or its Affiliates for any reason.

(f) Rights as a Stockholder. Except as otherwise expressly provided in Section 2(h) below or in the Plan, the Grantee shall have all of the rights of a stockholder of the Company with respect to the Shares unless and until such Shares are forfeited.

(g) Withholding for Taxes. Withholding of any portion of the Shares in connection with the Company's withholding obligations arising on account of the vesting of the Shares shall be deemed to be a taxable repurchase of such withheld Shares for federal income tax purposes at the time that occurs.

(h) Cash Dividends. For so long as the Grantee holds the unvested Shares under this Award, if the Company (or any successor thereof) pays any cash dividends on its Common Stock, then the Company (or any successor thereof) will accumulate and pay the Grantee in cash for each outstanding unvested Share covered by this Award as of the record date for such dividend, less any required withholding taxes, the per share amount of such dividend that the Grantee would have received had the

Grantee's unvested Shares been vested as of the record date of the dividend if, and only if, the Shares become vested in accordance with the terms of this Agreement. In that case, the Company (or any successor thereof) shall pay such cash amounts to the Grantee, less any required withholding taxes, at the same time the related Shares become vested. The additional payments pursuant to this provision shall be treated as a separate arrangement.

3. Clawback. The Shares and this Restricted Stock Award are subject to (i) the Compensation Recovery provisions of the Plan and (ii) the terms of any recoupment policy currently in effect or subsequently adopted by the Company, including without limitation any such recoupment policy to implement Section 304 of the Sarbanes-Oxley Act of 2002 ("Sarbanes-Oxley"), the Dodd-Frank Wall Street Reform and Consumer Protection Act ("Dodd-Frank") or Section 10D of the Exchange Act (or any amendment or modification of any such recoupment policy adopted by the Company) to the extent that such Shares or the value of such Shares are required to be returned to the Company pursuant to the terms of any such recoupment policy.

4. Compliance with Legal Requirements. The granting and delivery of the Shares and any other obligations of the Company under this Award Document, shall be subject to all applicable federal, state, local and foreign laws, rules and regulations and to such approvals by any regulatory or governmental agency as may be required. Grantee satisfies the standards for employment inducement grants under NASDAQ Listing Rule 5635(c)(4) and the related guidance under NASDAQ IM 5635-1. The Award has been approved by the Company's Compensation Committee, which is comprised solely of "independent directors" (as such term is defined in NASDAQ Listing Rule 5605(a)(2)), in order to comply with the exemption from the stockholder approval requirement for employment inducement grants provided under Rule 5635(c)(4) of the NASDAQ Listing Rules. Promptly following the grant of this Award in reliance on the foregoing exception, the Company will disclose in a press release the material terms of the grant, including the recipient of the grant and the number of Shares involved.

5. Transferability. At all times prior to the Shares becoming vested, the Shares may not be assigned, alienated, pledged, attached, sold or otherwise transferred or encumbered by the Grantee other than by will or by the laws of descent and distribution and any such purported assignment, alienation, pledge, attachment, sale, transfer or encumbrance shall be void and unenforceable against the Company or any Affiliate (or any successor thereof).

6. Waiver. Any right of the Company (or any successor thereof) contained in this Award Document may be waived in writing by the Committee. No waiver of any right hereunder by any party shall operate as a waiver of any other right, or as a waiver of the same right with respect to any subsequent occasion for its exercise, or as a waiver of any right to damages.

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

8. Employment. Nothing in the Plan or in this Award Document shall be construed to imply or to constitute evidence of any agreement, express or implied, on the part of the Company or any Affiliate (or any successor thereof) to retain the Grantee in the employ of the Company or an Affiliate (or any successor thereof) and/or as a member of the Company's Board of Directors or in any other capacity.

9. Binding Effect. The terms of this Award Document shall be binding upon and shall inure to the benefit of the Company, its successors and assigns, the Grantee and the beneficiaries, executors, administrators and heirs of the Grantee.

10. Entire Agreement. This Award Document and the Plan contain the entire agreement and understanding of the parties hereto with respect to the subject matter contained herein and supersedes all prior communications, representations and negotiations in respect thereto. In the event of a conflict between the Plan and this Award Document, the terms of the Award Document shall control. No change, modification or waiver of any provision of this Award Document shall be valid unless the same be in writing and signed by the parties hereto, except for any changes permitted without the consent of the Grantee under the Plan.

11. Governing Law. This Award Document shall, except to the extent preempted by federal law, be construed and interpreted in accordance with the laws of the State of Delaware without regard to principles of conflicts of law thereof, or principles of conflicts of laws of any other jurisdiction which could cause the application of the laws of any jurisdiction other than the State of Delaware.

12. Section 409A. Notwithstanding any other provision of this Award Document, it is intended that payments hereunder will not be considered deferred compensation within the meaning of Section 409A of the Code. For purposes of this Agreement, all rights to payments hereunder shall be treated as rights to receive a series of separate payments and benefits to the fullest extent allowed by Section 409A of the Code. Payments hereunder are intended to satisfy either the exemption from Section 409A of the Code for "short-term deferrals" or "restricted stock."

13. Electronic Acceptance and Signature. By clicking the applicable acceptance box on the Equity Edge Online website, Grantee acknowledges that the Grantee has received a copy of the Plan, has read the Plan and is familiar with its terms, and agrees to all of the terms and conditions described in this Award Document and the Plan. Such online acceptance constitutes Grantee's electronic signature for the execution and delivery of this Agreement, which shall have the same force and effect as if Grantee manually signed this Award Document. The parties hereto may execute and deliver any additional documents in connection with this Award Document using procedures now or hereafter established by the Company (or any third party engaged by the Company to provide administrative services related to the Plan) for electronic signature and delivery.

IN WITNESS WHEREOF, the Company has caused this Award Document to be executed on its behalf by its duly-authorized officer on the day and year first indicated above.

REPAY HOLDINGS CORPORATION

By: _____
Title: Chief Executive Officer

ELECTRONICALLY ACCEPTED BY:

NAME: []

**FORM OF
REPAY HOLDINGS CORPORATION
PERFORMANCE-BASED RESTRICTED STOCK UNITS
EMPLOYMENT INDUCEMENT AWARD DOCUMENT
(Relative Total Stockholder Return)**

THIS PERFORMANCE-BASED RESTRICTED STOCK UNITS EMPLOYEE INDUCEMENT AWARD DOCUMENT (the “Award Document”) is hereby granted as of the “Grant Date” set forth below by Repay Holdings Corporation, a Delaware corporation (the “Company”), to the “Grantee” identified below as an inducement to Grantee’s acceptance of the Company’s offer of employment. The terms and conditions of this Performance-Based Restricted Stock Units Award are set forth in this Award Document. This Performance-Based Restricted Stock Units Award constitutes a stand-alone, non-plan “employment inducement grant” as contemplated by NASDAQ Listing Rule 5635(c)(4) and therefore is not made under or pursuant to the Repay Holdings Corporation Amended and Restated Omnibus Incentive Plan (as amended and restated effective as of April 19, 2024, the “Plan”) or any other equity compensation plan of the Company. Nevertheless, the terms and provisions of the Plan are hereby incorporated into this Award Document by this reference, as though fully set forth herein, as if this Performance-Base Restricted Stock Units Award were granted pursuant to the Plan. For the avoidance of doubt, this Award shall not be counted for purposes of calculating the aggregate number of Shares that may be issued or transferred pursuant to Awards under Section 11(a) of the Plan. A copy of the Plan has been provided to the Grantee along with this Award Document. Capitalized terms used herein shall, unless otherwise required by the context, have the meaning ascribed to such terms in the Plan.

By action of the Committee, and subject to the terms of this Award Document, the Grantee is hereby granted an Award of the number of performance-based Restricted Stock Units set forth below (“PSUs”), subject in all regards to the terms of this Award Document and the Plan and to the restrictions and risks of forfeiture set forth in this Award Document.

Grantee	[]
Grant Date	[]
Number of PSUs	[]

NOW, THEREFORE, in consideration of the promises and the mutual covenants contained in this Award Document, Repay and the Grantee agree as follows:

1. Grant. Repay hereby grants to the Grantee the PSUs set forth above, on the terms and conditions set forth in this Award Document and as otherwise set forth in the Plan, the terms of which are incorporated herein. Subject to the terms and conditions of the Plan and this Award Document, each PSU represents an unsecured promise of Repay to deliver, and the right of the Grantee to receive, one (1) share of the Common Stock of Repay, at the time and on the terms and conditions set forth herein. As a holder of PSUs, the Grantee has only the rights of a general unsecured creditor of Repay.

2. Vesting and Forfeiture.

(a) Performance Based Vesting. Subject to the Plan and the other terms contained in this Award Document, the outstanding PSUs shall become earned, vested and payable based upon Repay's TSR (as hereinafter defined) for the Performance Period (as hereinafter defined) compared to the TSRs of the companies included within the Relative Comparator Group (as hereinafter defined) for the Performance Period, with respect to the number of PSUs granted under this Award multiplied by the Vesting Percentage set forth in Attachment A that corresponds to the percentile rank of Repay's TSR for the Performance Period relative to the TSRs of the other companies included within the Relative Comparator Group for the Performance Period (rounded down to the nearest whole Share), subject to the continued employment of the Grantee by Repay or an Affiliate (or any successor thereof) from the Grant Date through the last day of the Performance Period (the "Vesting Date").

For purposes of this Award Document, "TSR" means the return a holder of a share of common stock of the respective company earns over the Performance Period, expressed as a percentage, and including changes in Average Market Value (as hereinafter defined) of, and dividends or other distributions with respect to, a share of the common stock of the company. TSR shall be determined as the quotient obtained by dividing (1) the sum of (A) the Ending Average Market Value (as hereinafter defined) reduced by the Beginning Average Market Value (as hereinafter defined) plus (B) the aggregate per share dividends and other distributions with respect to a share of the common stock of the company paid during the Performance Period (with such dividends and other distributions deemed reinvested in shares of common stock of the company based on the Market Share Price (as hereinafter defined) on the date of payment where not paid in shares of common stock of the company), by (2) the Beginning Average Market Value. TSR, including the value of reinvested dividends and other distributions, shall be determined on the basis of an appropriate total shareholder return model or such other authoritative source as the Committee may determine. The Committee, as soon as practicable after the end of the Performance Period, shall determine the TSR of Repay and of each company within the Relative Comparator Group for the Performance Period. The TSR of each company within the Relative Comparator Group shall be ranked from highest to lowest. Companies within the Relative Comparator Group that file for bankruptcy or are de-listed during the Performance Period shall be assigned a negative 100% (-100%) TSR for the Performance Period. For purposes of determining the number of PSUs that are to become earned, vested and payable, the Vesting Percentage will be equal to the Vesting Percentage set forth in Attachment A that corresponds to the percentile rank of Repay's TSR relative to the TSRs of the other companies included within the Relative Comparator Group. The Vesting Percentage will be determined by straight-line interpolation where Repay's TSR rank falls between the quarterly percentiles; but, in no event will the Vesting Percentage exceed 200%, and none of the

PSUs will become earned, vested and payable if the percentile rank of Repay's TSR for the Performance Period falls below the twenty-fifth (25th) percentile. Notwithstanding any other provision of this Award Document, the Committee shall retain the authority to exercise its discretion to amend or modify the TSR methodology as described herein for purposes of determining the Vesting Percentage to be applied to the PSUs, if the use of the methodology described herein may lead to a result that inappropriately distorts Repay's TSR rank against the other companies within the Relative Comparator Group.

For purposes of the determining the Vesting Percentage to be applied to the PSUs: (A) "Average Market Value" means the average of the closing price per share of the common stock of the company as reported by NASDAQ or such other national stock exchange or quotation system on which such company shares may be traded for the applicable twenty (20) trading days beginning or ending on the specified date, as the Committee may determine; (B) "Beginning Average Market Value" means the Average Market Value based on the last twenty (20) trading days ending prior to the beginning of the Performance Period; (C) "Ending Average Market Value" means the Average Market Value based on the last twenty (20) trading days of the Performance Period; (D) "Market Share Price" means the closing price per share of common stock of the company on the applicable day as reported by NASDAQ or such other national stock exchange or quotation system on which such company shares may be traded for the specified day (or the last preceding trading day thereto for which reported), as the Committee may determine; (E) "Performance Period" means the three-year period beginning on January 1, 2026 and ending on December 31, 2028; and (F) "Relative Comparator Group" means the companies included within the Russell 2000 Index on the first trading day of the Performance Period, provided that the following companies will be removed from the Relative Comparator Group: (i) any company that experiences an acquisition, merger or similar transaction during the Performance Period and is not the surviving entity; and (ii) any company taken private during the Performance Period.

(b) Change in Control. Notwithstanding the foregoing, if there is a Change in Control during the Performance Period and the successor to Repay does not assume or provide for a substitute for this Award of PSUs, the Grantee's PSUs shall become earned, vested and payable as of the date of the Change in Control at that Vesting Percentage that corresponds to Repay's TSR rank compared against the TSRs of the other companies included within the Relative Comparator Group for the portion of the Performance Period ending as of the date of the Change in Control, subject to the continued employment of the Grantee by Repay or an Affiliate (or any successor thereof) from the Grant Date until the date of the Change in Control. If there is a Change in Control during the Performance Period and the successor company assumes or provides a substitute award for this Award of PSUs, with appropriate adjustments to the number and kind of shares of stock underlying this Award of PSUs as may result from the Change in Control, this Award of PSUs shall become earned and automatically convert, as of the date of the Change in Control, into service-based restricted stock units ("RSUs") with respect to the number and kind of shares of stock as may result from the Change in Control that relates to the Grantee's PSUs multiplied by the Vesting Percentage that corresponds to Repay's TSR rank compared against the TSRs of the other companies included within the Relative Comparator Group for the portion of the Performance Period ending on the date of the Change in Control, and such service-based RSUs will become vested and payable, on the Vesting Date, subject to the continued employment of the Grantee by the Company or an Affiliate (or any successor thereof) from the Grant Date through such Vesting Date.

(c) Termination of Employment. If, on or following a Change in Control with respect to which the successor company assumes or provides a substitute award for this Award of PSUs and the PSUs are converted into RSUs, the Grantee's employment with Repay and its Affiliates (or any successor thereof) is terminated on or before the Vesting Date, by Repay or an Affiliate (or any successor thereof) without Cause (as hereinafter defined), by the Grantee for Good Reason (as hereinafter defined), or on account of Grantee's death or Incapacity (as hereinafter defined), and such termination constitutes a separation from service (within the meaning of Section 409A of the Code), then the Grantee's RSUs shall become vested and payable upon such termination of Grantee's employment.

For purposes of this Award Document, "Incapacity" shall have the same definition as under any employment agreement between the Company or an Affiliate (or any successor thereof) and the Grantee or, if no such employment agreement exists or if such employment agreement does not contain any such definition or words of similar import, "Incapacity" shall have the same meaning as "Disability" under the Plan; and "Cause" and "Good Reason" shall have the same definitions as under the Plan.

If, prior to a Change in Control and the Vesting Date, the Grantee's employment with Repay and its Affiliates (or any successor thereof) is terminated by Repay or an Affiliate (or any successor thereof) without Cause, by the Grantee for Good Reason, or on account of Grantee's death or Incapacity, and such termination constitutes a separation from service (within the meaning of Section 409A of the Code), then this Award of PSUs shall become vested with respect to the employment requirement, notwithstanding the termination of Grantee's employment with Repay and/or its Affiliates (or any successor thereof), and shall remain eligible to become earned and payable with respect to a Pro Rata Portion (as hereinafter defined) of the Award of PSUs on the same basis that the PSUs would have become earned, vested and payable had the Grantee's employment with Repay and/or its Affiliates (or any successor thereof) not terminated. For avoidance of doubt, if a Change in Control occurs after the termination of Grantee's employment under the circumstances described in this paragraph and prior to the Vesting Date, (i) the Pro Rata Portion of the Grantee's Award of PSUs shall become earned, vested and payable as of the date of the Change in Control, at the Vesting Percentage determined pursuant to Section 2(b) above, if the successor to Repay does not assume or provide for a substitute for this Award of PSUs, and (ii) the Pro Rata Portion of the Grantee's Award of PSUs shall be converted into service-based RSUs, at the Vesting Percentage determined pursuant to Section 2(b) above, if the successor company assumes or provides a substitute award for this Award of PSUs, and shall be payable as of the Change in Control. For purposes of this Award Document, "Pro Rata Portion" means a fraction, which may not exceed one (1), the numerator of which is the number of days from and including the first day of the Performance Period through the date of termination of Grantee's employment with Repay and/or its Affiliates (or any successor thereof) which

constitutes a separation from service (within the meaning of Section 409A of the Code), plus, if applicable, the number of days after such termination of employment for which the Grantee is entitled to receive continued base salary as severance under any employment agreement between Repay or any Affiliate (or successor thereof) and the Grantee, and the denominator of which is the number of days within the Performance Period.

(d) Forfeiture of Unvested Shares. Except as otherwise provided herein or in any employment agreement between Grantee and Repay or any Affiliate (or any successor thereof) or as determined by the Committee in its sole discretion, unvested PSUs shall be automatically forfeited without consideration to the Grantee upon the Grantee's termination of employment with Repay or its Affiliates (or any successor thereto).

(e) No Rights as a Stockholder. The Grantee shall not have any rights of a stockholder of Repay with respect to the shares of Common Stock underlying the PSUs unless and until such shares of Common Stock are issued to the Grantee.

(f) Settlement of the PSUs. Subject to the terms of the Plan and this Award Document, Repay shall issue to the Grantee one (1) share of Common Stock for each PSU that has become earned, vested and payable under this Section 2 of the Award Document and shall deliver to the Grantee such shares of Common Stock as soon as practicable after the Vesting Date (but in no event later than March 15, 2029).

(g) Withholding for Taxes. As a condition to the settlement of the Award of PSUs, the Grantee shall be required to pay any required withholding taxes attributable to the PSUs (i) in cash or cash equivalent acceptable to the Committee, (ii) by means of a "net settlement" procedure where Repay will withhold that number of shares of Common Stock whose Fair Market Value, as of the date of the withholding, equals the amount of the tax withholdings, or (iii) any combination of the foregoing (provided the number of shares of Common Stock to be withheld may not exceed that amount which would result in adverse financial accounting consequences for Repay with respect to these PSUs). Withholding of any portion of the shares of Common Stock in connection with Repay's withholding obligations arising on account of the settlement of the PSUs shall be deemed to be a taxable repurchase of such withheld shares of Common Stock for federal income tax purposes at the time that occurs.

(h) Cash Dividends. For so long as the Grantee holds outstanding PSUs (or RSUs) under this Award, if Repay (or any successor thereof) pays any cash dividends on its common stock, then Repay (or any successor thereof) will pay the Grantee in cash for each outstanding PSU (or RSU) covered by this Award as of the record date for such dividend, less any required withholding taxes, the per share amount of such dividend that the Grantee would have received had the Grantee owned the underlying shares of common stock as of the record date of the dividend if, and only if, the PSUs (or RSUs) become earned, vested and payable and the related shares of common stock are issued to the Grantee. In that case, Repay (or any successor thereof) shall pay such cash amounts to the Grantee, less any required withholding taxes, at the same time the related shares of common stock are issued to the Grantee. The additional payments pursuant to this provision shall be treated as a separate arrangement.

3. Clawback. The PSUs (or RSUs) and any shares of Common Stock issued hereunder are subject to (i) the Compensation Recovery provisions of the Plan and (ii) the terms of any recoupment policy currently in effect or subsequently adopted by Repay, including without limitation any such recoupment policy to implement Section 304 of the Sarbanes-Oxley Act of 2002 (“Sarbanes-Oxley”), the Dodd-Frank Wall Street Reform and Consumer Protection Act (“Dodd-Frank”) or Section 10D of the Exchange Act (or any amendment or modification of any such recoupment policy adopted by Repay) to the extent that such PSUs (or RSUs) and/or any shares of Common Stock issued hereunder or the value of such PSUs (or RSUs) and/or any shares of Common Stock issued hereunder are required to be returned to Repay pursuant to the terms of such recoupment policy.

4. Compliance with Legal Requirements. The granting of the PSUs and the delivery of any shares of Common Stock thereunder and any other obligations of Repay under this Award Document shall be subject to all applicable federal, state, local and foreign laws, rules and regulations and to such approvals by any regulatory or governmental agency as may be required. Grantee satisfies the standards for employment inducement grants under NASDAQ Listing Rule 5635(c)(4) and the related guidance under NASDAQ IM 5635-1. The Award has been approved by the Company’s Compensation Committee, which is comprised solely of “independent directors” (as such term is defined in NASDAQ Listing Rule 5605(a)(2)), in order to comply with the exemption from the stockholder approval requirement for employment inducement grants provided under Rule 5635(c)(4) of the NASDAQ Listing Rules. Promptly following the grant of this Award in reliance on the foregoing exception, the Company will disclose in a press release the material terms of the grant, including the recipient of the grant and the number of PSUs (and number of shares of Common Stock issuable hereunder) involved.

5. Transferability. At all times prior to the settlement of the PSUs (or RSUs), the PSUs and RSUs may not be assigned, alienated, pledged, attached, sold or otherwise transferred or encumbered by the Grantee other than by will or by the laws of descent and distribution, and any such purported assignment, alienation, pledge, attachment, sale, transfer or encumbrance shall be void and unenforceable against Repay or an Affiliate (or any successor thereof).

6. Waiver. Any right of Repay contained in this Award Document may be waived in writing by the Committee. No waiver of any right hereunder by any party shall operate as a waiver of any other right, or as a waiver of the same right with respect to any subsequent occasion for its exercise, or as a waiver of any right to damages.

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

8. Employment. Nothing in the Plan or in this Award Document shall be construed to imply or to constitute evidence of any agreement, express or implied, on the part of Repay or any Affiliate (or any successor thereof) to retain the Grantee in the employ of Repay or an Affiliate (or any successor thereof) and/or as a member of Repay's or any successor's Board of Directors or in any other capacity.

9. Binding Effect. The terms of this Award Document shall be binding upon and shall inure to the benefit of Repay, its successors and assigns, the Grantee and the beneficiaries, executors, administrators and heirs of the Grantee.

10. Entire Agreement. This Award Document and the Plan contain the entire agreement and understanding of the parties hereto with respect to the subject matter contained herein and supersedes all prior communications, representations and negotiations in respect thereto. In the event of a conflict between the Plan and this Award Document, the terms of the Award Document shall control. No change, modification or waiver of any provision of this Award Document shall be valid unless the same be in writing and signed by the parties hereto, except for any changes permitted without the consent of the Grantee under the Plan.

11. Governing Law. This Award Document shall, except to the extent preempted by federal law, be construed and interpreted in accordance with the laws of the State of Delaware without regard to principles of conflicts of law thereof, or principles of conflicts of laws of any other jurisdiction which could cause the application of the laws of any jurisdiction other than the State of Delaware.

12. Section 409A. Notwithstanding any other provision of this Award Document, it is intended that payments hereunder will not be considered deferred compensation within the meaning of Section 409A of the Code. For purposes of this Award Document, all rights to payments hereunder shall be treated as rights to receive a series of separate payments and benefits to the fullest extent allowed by Section 409A of the Code. Payments hereunder are intended to satisfy the exemption from Section 409A of the Code for "short-term deferrals." Notwithstanding the foregoing, should any payments made in accordance with this Award Document to a "specified employee" (as defined under Section 409A of the Code) be determined to be payments from a nonqualified deferred compensation plan subject to Section 409A of the Code that are payable in connection with the Grantee's "separation from service" (as defined under Section 409A of the Code), and that are not exempt from Section 409A of the Code as a short-term deferral or otherwise, such payments, to the extent otherwise payable within six (6) months after the Grantee's separation from service, and to the extent necessary to avoid the imposition of taxes under Section 409A of the Code, will be paid in a lump sum on the earlier of the date that is six (6) months and one day after the Grantee's date of separation from service or the date of the Grantee's death.

13. Electronic Acceptance and Signature. By clicking the applicable acceptance box on the Equity Edge Online website, Grantee acknowledges that the Grantee has received a copy of the Plan, has read the Plan and is familiar with its terms, and agrees to all of the terms and conditions described in this Award Document and the

Plan. Such online acceptance constitutes Grantee's electronic signature for the execution and delivery of this Award Document, which shall have the same force and effect as if Grantee manually signed this Award Document. The parties hereto may execute and deliver any additional documents in connection with this Award Document using procedures now or hereafter established by Repay (or any third party engaged by Repay to provide administrative services related to the Plan) for electronic signature and delivery.

IN WITNESS WHEREOF, Repay has caused this Award Document to be executed on its behalf by its duly authorized officer on the day and year first indicated above.

REPAY HOLDINGS CORPORATION

By: _____
Its Chief Executive Officer

ELECTRONICALLY ACCEPTED BY:

NAME:

Attachment A

Performance and Vesting Percentage

<u>TSR Performance (Percentage Rank)</u>	<u>Vesting Percentage</u>
75 th Percentile or Higher	200%
50 th Percentile	100%
25 th Percentile	50%
Below 25 th Percentile	0%

**FORM OF
REPAY HOLDINGS CORPORATION
PERFORMANCE-BASED RESTRICTED STOCK UNITS
EMPLOYMENT INDUCEMENT AWARD DOCUMENT
(Adjusted EBITDA)**

THIS PERFORMANCE-BASED RESTRICTED STOCK UNITS EMPLOYEE INDUCEMENT AWARD DOCUMENT (the “Award Document”) is hereby granted as of the “Grant Date” set forth below by Repay Holdings Corporation, a Delaware corporation (the “Company”), to the “Grantee” identified below as an inducement to Grantee’s acceptance of the Company’s offer of employment. The terms and conditions of this Performance-Based Restricted Stock Units Award are set forth in this Award Document. This Performance-Based Restricted Stock Units Award constitutes a stand-alone, non-plan “employment inducement grant” as contemplated by NASDAQ Listing Rule 5635(c)(4) and therefore is not made under or pursuant to the Repay Holdings Corporation Amended and Restated Omnibus Incentive Plan (as amended and restated effective as of April 19, 2024, the “Plan”) or any other equity compensation plan of the Company. Nevertheless, the terms and provisions of the Plan are hereby incorporated into this Award Document by this reference, as though fully set forth herein, as if this Performance-Base Restricted Stock Units Award were granted pursuant to the Plan. For the avoidance of doubt, this Award shall not be counted for purposes of calculating the aggregate number of Shares that may be issued or transferred pursuant to Awards under Section 11(a) of the Plan. A copy of the Plan has been provided to the Grantee along with this Award Document. Capitalized terms used herein shall, unless otherwise required by the context, have the meaning ascribed to such terms in the Plan.

By action of the Committee, and subject to the terms of this Award Document, the Grantee is hereby granted an Award of the number of performance-based Restricted Stock Units set forth below (“PSUs”), subject in all regards to the terms of this Award Document and the Plan and to the restrictions and risks of forfeiture set forth in this Award Document.

Grantee

Grant Date

Number of PSUs

NOW, THEREFORE, in consideration of the promises and the mutual covenants contained in this Award Document, Repay and the Grantee agree as follows:

1. Grant. Repay hereby grants to the Grantee the PSUs set forth above, on the terms and conditions set forth in this Award Document and as otherwise set forth in the Plan, the terms of which are incorporated herein. Subject to the terms and conditions of the Plan and this Award Document, each PSU represents an unsecured promise of Repay to deliver, and the right of the Grantee to receive, one (1) share of the Common Stock of Repay, at the time and on the terms and conditions set forth herein. As a holder of PSUs, the Grantee has only the rights of a general unsecured creditor of Repay.

2. Vesting and Forfeiture.

(a) Performance Based Vesting. Subject to the Plan and the other terms contained in this Award Document, the outstanding PSUs shall become earned, vested and payable based upon the growth of Repay's Adjusted EBITDA (as hereinafter defined) during each Fiscal Year (as hereinafter defined) within the Performance Period (as hereinafter defined), with respect to the number of PSUs granted under this Award multiplied by the Vesting Percentage (as hereinafter defined) as determined pursuant to Attachment A (rounded down to the nearest whole Share), subject to the continued employment of the Grantee by Repay or an Affiliate (or any successor thereof) from the Grant Date through the last day of the Performance Period (the "Vesting Date").

(b) Change in Control. Notwithstanding the foregoing, if there is a Change in Control during the Performance Period and the successor to Repay does not assume or provide for a substitute for this Award of PSUs, the Grantee's PSUs shall become earned, vested and payable as of the date of the Change in Control at that Vesting Percentage that would result if the Adjusted EBITDA Achievement Percentage for each Fiscal Year during the Performance Period were achieved at the Target level (notwithstanding that the Change in Control occurs during the Performance Period), subject to the continued employment of the Grantee by Repay or an Affiliate (or any successor thereof) from the Grant Date until the date of the Change in Control. If there is a Change in Control during the Performance Period and the successor company assumes or provides a substitute award for this Award of PSUs, with appropriate adjustments to the number and kind of shares of stock underlying this Award of PSUs as may result from the Change in Control, this Award of PSUs shall become earned and automatically convert, as of the date of the Change in Control, into service-based restricted stock units ("RSUs") with respect to the number and kind of shares of stock as may result from the Change in Control that relates to the Grantee's PSUs multiplied by the Vesting Percentage that would result if the Adjusted EBITDA Achievement Percentage for each Fiscal Year during the Performance Period were achieved at the Target level (notwithstanding that the Change in Control occurs during the Performance Period), and such service-based RSUs will become vested and payable, on the Vesting Date, subject to the continued employment of the Grantee by the Company or an Affiliate (or any successor thereof) from the Grant Date through such Vesting Date (except as set forth below).

(c) Termination of Employment. If, on or following a Change in Control with respect to which the successor company assumes or provides a substitute award for this Award of PSUs and the PSUs are converted into RSUs, the Grantee's employment with Repay and its Affiliates (or any successor thereof) is terminated on or before the Vesting Date, by Repay or an Affiliate (or any successor thereof) without Cause (as hereinafter defined), by the Grantee for Good Reason (as hereinafter defined), or on account of Grantee's death or Incapacity (as hereinafter defined), and such termination constitutes a separation from service (within the meaning of Section 409A of the Code), then the Grantee's RSUs shall become vested and payable upon such termination of Grantee's employment.

For purposes of this Award Document, "Incapacity" shall have the same definition as under any employment agreement between the Company or an Affiliate (or any successor thereof) and the Grantee or, if no such employment agreement exists or if such employment agreement does not contain any such definition or words of similar import, "Incapacity" shall have the same meaning as "Disability" under the Plan; and "Cause" and "Good Reason" shall have the same definitions as under the Plan.

If, prior to a Change in Control and the Vesting Date, the Grantee's employment with Repay and its Affiliates (or any successor thereof) is terminated by Repay or an Affiliate (or any successor thereof) without Cause, by the Grantee for Good Reason, or on account of Grantee's death or Incapacity, and such termination constitutes a separation from service (within the meaning of Section 409A of the Code), then this Award of PSUs shall become vested with respect to the employment requirement, notwithstanding the termination of Grantee's employment with Repay and/or its Affiliates (or any successor thereof), and shall remain eligible to become earned and payable with respect to a Pro Rata Portion (as hereinafter defined) of the Award of PSUs on the same basis that the PSUs would have become earned, vested and payable had the Grantee's employment with Repay and/or its Affiliates (or any successor thereof) not terminated. For avoidance of doubt, if a Change in Control occurs after the termination of Grantee's employment under the circumstances described in this paragraph and prior to the Vesting Date, (i) the Pro Rata Portion of the Grantee's Award of PSUs shall become earned, vested and payable as of the date of the Change in Control, at the Target level as described above, if the successor to Repay does not assume or provide for a substitute for this Award of PSUs, and (ii) the Pro Rata Portion of the Grantee's Award of PSUs shall be converted into service-based RSUs, at the Target level as described above, if the successor company assumes or provides a substitute award for this Award of PSUs, and shall be payable as of the Change in Control. For purposes of this Award Document, "Pro Rata Portion" means a fraction, which may not exceed one (1), the numerator of which is the number of days from and including the first day of the Performance Period through the date of termination of Grantee's employment with Repay and/or its Affiliates (or any successor thereof) which constitutes a separation from service (within the meaning of Section 409A of the Code), plus, if applicable, the number of days after such termination of employment for which the Grantee is entitled to receive continued base salary as severance under any employment agreement between Repay or any Affiliate (or successor thereof) and the Grantee, and the denominator of which is the number of days within the Performance Period.

(d) Forfeiture of Unvested Shares. Except as otherwise provided herein or in any employment agreement between Grantee and Repay or any Affiliate (or any successor thereof) or as determined by the Committee in its sole discretion, unvested PSUs shall be automatically forfeited without consideration to the Grantee upon the Grantee's termination of employment with Repay or its Affiliates (or any successor thereto).

(e) No Rights as a Stockholder. The Grantee shall not have any rights of a stockholder of Repay with respect to the shares of Common Stock underlying the PSUs unless and until such shares of Common Stock are issued to the Grantee.

(f) Settlement of the PSUs. Subject to the terms of the Plan and this Award Document, Repay shall issue to the Grantee one (1) share of Common Stock for each PSU that has become earned, vested and payable under this Section 2 of the Award Document and shall deliver to the Grantee such shares of Common Stock as soon as practicable after the Vesting Date (but in no event earlier than January 1, 2029 or later than March 15, 2029) (subject to earlier payment on (i) a Change in Control as described above, in which event payment shall be made as soon as practicable, but no later than thirty (30) days, after the Change in Control, or (ii) a termination of the Grantee's employment on or following a Change in Control, as described above, in which event payment shall be made as soon as practicable, but no later than thirty (30) days, after the termination of the Grantee's employment).

(g) Withholding for Taxes. As a condition to the settlement of the Award of PSUs, the Grantee shall be required to pay any required withholding taxes attributable to the PSUs (i) in cash or cash equivalent acceptable to the Committee, (ii) by means of a "net settlement" procedure where Repay will withhold that number of shares of Common Stock whose Fair Market Value, as of the date of the withholding, equals the amount of the tax withholdings, or (iii) any combination of the foregoing (provided the number of shares of Common Stock to be withheld may not exceed that amount which would result in adverse financial accounting consequences for Repay with respect to these PSUs). Withholding of any portion of the shares of Common Stock in connection with Repay's withholding obligations arising on account of the settlement of the PSUs shall be deemed to be a taxable repurchase of such withheld shares of Common Stock for federal income tax purposes at the time that occurs.

(h) Cash Dividends. For so long as the Grantee holds outstanding PSUs (or RSUs) under this Award, if Repay (or any successor thereof) pays any cash dividends on its common stock, then Repay (or any successor thereof) will pay the Grantee in cash for each outstanding PSU (or RSU) covered by this Award as of the record date for such dividend, less any required withholding taxes, the per share amount of such dividend that the Grantee would have received had the Grantee owned the underlying shares of common stock as of the record date of the dividend if, and only if, the PSUs (or RSUs) become earned, vested and payable and the related shares of common stock are issued to the Grantee. In that case, Repay (or any successor thereof) shall pay such cash amounts to the Grantee, less any required withholding taxes, at the same time the related shares of common stock are issued to the Grantee. The additional payments pursuant to this provision shall be treated as a separate arrangement.

3. Clawback. The PSUs (or RSUs) and any shares of Common Stock issued hereunder are subject to (i) the Compensation Recovery provisions of the Plan and (ii) the terms of any recoupment policy currently in effect or subsequently adopted by Repay, including without limitation any such recoupment policy to implement Section 304 of the Sarbanes-Oxley Act of 2002 (“Sarbanes-Oxley”), the Dodd-Frank Wall Street Reform and Consumer Protection Act (“Dodd-Frank”) or Section 10D of the Exchange Act (or any amendment or modification of any such recoupment policy adopted by Repay) to the extent that such PSUs (or RSUs) and/or any shares of Common Stock issued hereunder or the value of such PSUs (or RSUs) and/or any shares of Common Stock issued hereunder are required to be returned to Repay pursuant to the terms of such recoupment policy.

4. Compliance with Legal Requirements. The granting of the PSUs and the delivery of any shares of Common Stock thereunder and any other obligations of Repay under this Award Document shall be subject to all applicable federal, state, local and foreign laws, rules and regulations and to such approvals by any regulatory or governmental agency as may be required. Grantee satisfies the standards for employment inducement grants under NASDAQ Listing Rule 5635(c)(4) and the related guidance under NASDAQ IM 5635-1. The Award has been approved by the Company’s Compensation Committee, which is comprised solely of “independent directors” (as such term is defined in NASDAQ Listing Rule 5605(a)(2)), in order to comply with the exemption from the stockholder approval requirement for employment inducement grants provided under Rule 5635(c)(4) of the NASDAQ Listing Rules. Promptly following the grant of this Award in reliance on the foregoing exception, the Company will disclose in a press release the material terms of the grant, including the recipient of the grant and the number of PSUs (and number of shares of Common Stock issuable hereunder) involved.

5. Transferability. At all times prior to the settlement of the PSUs (or RSUs), the PSUs and RSUs may not be assigned, alienated, pledged, attached, sold or otherwise transferred or encumbered by the Grantee other than by will or by the laws of descent and distribution, and any such purported assignment, alienation, pledge, attachment, sale, transfer or encumbrance shall be void and unenforceable against Repay or an Affiliate (or any successor thereof).

6. Waiver. Any right of Repay contained in this Award Document may be waived in writing by the Committee. No waiver of any right hereunder by any party shall operate as a waiver of any other right, or as a waiver of the same right with respect to any subsequent occasion for its exercise, or as a waiver of any right to damages.

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

8. Employment. Nothing in the Plan or in this Award Document shall be construed to imply or to constitute evidence of any agreement, express or implied, on the part of Repay or any Affiliate (or any successor thereof) to retain the Grantee in the employ of Repay or an Affiliate (or any successor thereof) and/or as a member of Repay’s or any successor’s Board of Directors or in any other capacity.

9. Binding Effect. The terms of this Award Document shall be binding upon and shall inure to the benefit of Repay, its successors and assigns, the Grantee and the beneficiaries, executors, administrators and heirs of the Grantee.

10. Entire Agreement. This Award Document and the Plan contain the entire agreement and understanding of the parties hereto with respect to the subject matter contained herein and supersedes all prior communications, representations and negotiations in respect thereto. In the event of a conflict between the Plan and this Award Document, the terms of the Plan shall control. No change, modification or waiver of any provision of this Award Document shall be valid unless the same be in writing and signed by the parties hereto, except for any changes permitted without consent of the Grantee under the Plan.

11. Governing Law. This Award Document shall, except to the extent preempted by federal law, be construed and interpreted in accordance with the laws of the State of Delaware without regard to principles of conflicts of law thereof, or principles of conflicts of laws of any other jurisdiction which could cause the application of the laws of any jurisdiction other than the State of Delaware.

12. Section 409A. Notwithstanding any other provision of this Award Document, it is intended that payments hereunder will be exempt from or in compliance with Section 409A of the Code. For purposes of this Award Document, all rights to payments hereunder shall be treated as rights to receive a series of separate payments and benefits to the fullest extent allowed by Section 409A of the Code. Notwithstanding the foregoing, should any payments made in accordance with this Award Document to a "specified employee" (as defined under Section 409A of the Code) be determined to be payments from a nonqualified deferred compensation plan subject to Section 409A of the Code that are payable in connection with the Grantee's "separation from service" (as defined under Section 409A of the Code), and that are not exempt from Section 409A of the Code, such payments, to the extent otherwise payable within six (6) months after the Grantee's separation from service, and to the extent necessary to avoid the imposition of taxes under Section 409A of the Code, will be paid in a lump sum on the earlier of the date that is six (6) months and one day after the Grantee's date of separation from service or the date of the Grantee's death.

13. Electronic Acceptance and Signature. By clicking the applicable acceptance box on the Equity Edge Online website, Grantee acknowledges that the Grantee has received a copy of the Plan, has read the Plan and is familiar with its terms, and agrees to all of the terms and conditions described in this Award Document and the Plan. Such online acceptance constitutes Grantee's electronic signature for the execution and delivery of this Award Document, which shall have the same force and effect as if Grantee manually signed this Award Document. The parties hereto may execute and deliver any additional documents in connection with this Award Document using procedures now or hereafter established by Repay (or any third party engaged by Repay to provide administrative services related to the Plan) for electronic signature and delivery.

[Signatures on next page]

IN WITNESS WHEREOF, Repay has caused this Award Document to be executed on its behalf by its duly authorized officer on the day and year first indicated above.

REPAY HOLDINGS CORPORATION

By: _____
Its: Chief Executive Officer

ELECTRONICALLY ACCEPTED BY:

[]

Attachment A

Determination of the Vesting Percentage

The Vesting Percentage for the Performance Period shall be determined as follows:

Step #1 - -

Determine the “Adjusted EBITDA Achievement Percentage” for each of the three (3) Fiscal Years within the Performance Period. The “Adjusted EBITDA Achievement Percentage” for each Fiscal Year within the Performance Period is the growth (which may be positive or negative) in Repay’s Adjusted EBITDA for the applicable Fiscal Year compared to Repay’s Adjusted EBITDA for the immediately-preceding Fiscal Year, expressed as a percentage, and determined as follows:

- i. Determine Repay’s Adjusted EBITDA for the applicable Fiscal Year within the Performance Period.
- ii. Determine (A) the amount, if any, by which Repay’s Adjusted EBITDA for the applicable Fiscal Year exceeds Repay’s Adjusted EBITDA for the immediately-preceding Fiscal Year or (B) the amount, if any, by which Repay’s Adjusted EBITDA for the immediately-preceding Fiscal Year exceeds Repay’s Adjusted EBITDA for the applicable Fiscal Year.
- iii. Divide the amount calculated in Step #1(ii) above by Repay’s Adjusted EBITDA for the immediately-preceding Fiscal Year, expressed as a percentage (and rounded down to the nearest one-hundredth of a percent) to determine the Adjusted EBITDA Achievement Percentage for the applicable Fiscal Year. For clarity, if the amount calculated in Step #1(ii) above was determined pursuant to clause (A) of Step #1(ii) above, then the expressed percentage shall be a positive percentage and, conversely, if the amount calculated in Step #1(ii) above was determined pursuant to clause (B) of Step #1(ii) above, then the expressed percentage shall be a negative percentage.

Step #2 - -

Determine the “Payout Percentage” for each of the three (3) Fiscal Years within the Performance Period. The “Payout Percentage” for each applicable Fiscal Year within the Performance Period is the Payout Percentage (rounded down to the nearest one-hundredth of a percent) from the chart below - - at or above Threshold or Target and up to Maximum - - that corresponds to the Adjusted EBITDA Achievement Percentage for the applicable Fiscal Year, as determined in Step #1 above, and determined as follows:

- i. If the Adjusted EBITDA Achievement Percentage for the applicable Fiscal Year is below the Adjusted EBITDA Achievement Percentage that corresponds to the Threshold level in the chart below, then the Payout Percentage for the applicable Fiscal Year will be zero (0).

- ii. If the Adjusted EBITDA Achievement Percentage for the applicable Fiscal Year is at the Adjusted EBITDA Achievement Percentage that corresponds to the Threshold level in the chart below, then the Payout Percentage for the applicable Fiscal Year will be fifty percent (50%).
- iii. If the Adjusted EBITDA Achievement Percentage for the applicable Fiscal Year is at the Adjusted EBITDA Achievement Percentage that corresponds to the Target level in the chart below, then the Payout Percentage for the applicable Fiscal Year will be one hundred percent (100%).
- iv. If the Adjusted EBITDA Achievement Percentage for the applicable Fiscal Year is at or above the Adjusted EBITDA Achievement Percentage that corresponds to the Maximum level in the chart below, then the Payout Percentage for the applicable Fiscal Year will be two hundred percent (200%).
- v. If the Adjusted EBITDA Achievement Percentage for the applicable fiscal year falls between (A) the Adjusted EBITDA Achievement Percentage that corresponds to the Threshold level in the chart below and the Adjusted EBITDA Achievement Percentage that corresponds to the Target level in the chart below or (B) the Adjusted EBITDA Achievement Percentage that corresponds to the Target level in the chart below and the Adjusted EBITDA Achievement Percentage that corresponds to the Maximum level in the chart below, then the Payout Percentage for the applicable Fiscal Year will be calculated using straight-line interpolation between (A) the Payout Percentage that corresponds to the Threshold level in the chart below and the Payout Percentage that corresponds to the Target level in the chart below or (B) the Payout Percentage that corresponds to the Target level in the chart below and the Payout Percentage that corresponds to the Maximum level in the chart below, as applicable.
- vi. In no event will the Payout Percentage for any applicable Fiscal Year exceed two hundred percent (200%).

	Fiscal Year 2026 Adjusted EBITDA Achievement Percentage	Fiscal Year 2027 Adjusted EBITDA Achievement Percentage	Fiscal Year 2028 Adjusted EBITDA Achievement Percentage
Maximum (Payout Percentage - - 200%)	[]%	[]%	[]%
Target (Payout Percentage - - 100%)	[]%	[]%	[]%
Threshold (Payout Percentage - - 50%)	[]%	[]%	[]%

Step #3 - -

Determine the “Vesting Percentage” by dividing (i) the sum of the “Payout Percentages” for each of the three (3) Fiscal Years within the Performance Period, as calculated in Step #2 above, by three (3) (and rounding to the nearest one-hundredth of a percent).

Definitions. For purposes of the Award Document to which this Attachment A is attached, the following words will have the following meanings:

“Adjusted EBITDA” means, for each applicable Fiscal Year, Repay’s net income for the applicable Fiscal Year prior to interest expense, tax expense, depreciation and amortization, as adjusted to add back certain charges deemed to not be part of normal operating expenses, non-cash charges and/or non-recurring charges, such as loss on extinguishment of debt, loss on termination of interest rate hedge, non-cash change in fair value of contingent consideration, non-cash change in fair value of assets and liabilities, share-based compensation charges, transaction expenses, restructuring and other strategic initiative costs and other non-recurring charges, in all cases consistent with Repay’s calculations and determinations set forth in its applicable SEC reports.

“Fiscal Year” means Repay’s fiscal year ending December 31st of each calendar year.

“Performance Period” means the three (3)-year period beginning on January 1, 2026 and ending on December 31, 2028. For clarity, the Performance Period shall be comprised of the following: (i) Repay’s Fiscal Year ending December 31, 2026, (ii) Repay’s Fiscal Year ending December 31, 2027, and (iii) Repay’s Fiscal Year ending December 31, 2028.

Other Terms

The Committee shall adjust financial performance (up or down) at the end of the Performance Period to address any unexpected one-time items (i.e., restructurings, litigation, changes in accounting or tax laws or rates, etc.), as necessary to prevent any inequitable enlargement or dilution of the Grantee’s rights under this Award Document. Repay does not budget for M&A activity. Accordingly, in the event of material M&A activity during the Performance Period, the Committee will adjust the metrics to reflect the projected impact as a result of any such material M&A activity.



June 16, 2026

Repay Holdings Corporation
3060 Peachtree Road NW
Suite 1100
Atlanta, Georgia 30305

RE: Registration Statement on Form S-8

Ladies and Gentlemen:

I am General Counsel for Repay Holdings Corporation, a Delaware corporation (the "Company"), and have advised the Company in connection with the Registration Statement on Form S-8 (the "Registration Statement"), as filed by the Company with the Securities and Exchange Commission (the "Commission") on the date hereof, pursuant to the Securities Act of 1933, as amended (the "Securities Act"), to register 781,248 shares (the "Shares") of Class A common stock, \$0.0001 par value per share, of the Company (the "Common Stock"), consisting of (i) 260,416 Shares which were issued under a restricted stock award (the "RSAs") granted to Matthew E. Morrow pursuant and subject to a Restricted Stock Employment Inducement Award Agreement, dated May 12, 2026 (the "RSA Plan"), (ii) 260,416 Shares that may be issued upon the vesting and settlement of 130,208 performance-based restricted stock units (the "TSR PSUs") granted to Mr. Morrow pursuant and subject to a Performance-Based Restricted Stock Units Employment Inducement Award Agreement (TSR), dated May 12, 2026 (the "TSR PSU Plan"), and (iii) 260,416 Shares that may be issued upon the vesting and settlement of 130,208 performance-based restricted stock units (together with the RSAs and TSR PSUs, the "Inducement Awards") granted to Mr. Morrow pursuant and subject to a Performance-Based Restricted Stock Units Employment Inducement Award Agreement (Adjusted EBITDA), dated May 12, 2026 (together with the RSA Plan and the TSR PSU Plan, the "Plans"), as a material inducement to Mr. Morrow entering into employment with the Company, in reliance on the employment inducement exemption provided under the Nasdaq Listing Rule 5635(c)(4).

This opinion is being furnished in accordance with the requirements of Item 8(a) of Form S-8 and Item 601(b)(5)(i) of Regulation S-K.

I have examined originals or copies of such corporate records, agreements and instruments of the Company, statements and certificates of public officials and officers of the Company, and such other documents, records and instruments, including the Plans, and I have made such legal and factual inquiries as I have deemed necessary or appropriate as a basis for me to render the opinions hereinafter expressed. In my examination of the foregoing, I have assumed the genuineness of all signatures, the legal competence and capacity of natural persons, the authenticity of documents submitted to me as originals and the conformity with authentic

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original documents of all documents submitted to me as copies. When relevant facts were not independently established, I have relied without independent investigation as to matters of fact upon statements of governmental officials and upon representations made in or pursuant to the certificates and statements of appropriate representatives of the Company.

In connection herewith, I have assumed that (i) all of the documents referred to in this opinion letter have been duly authorized by, have been duly executed and delivered by, and constitute the valid, binding and enforceable obligations of, all of the parties to such documents, (ii) all of the signatories to the documents referred to in this opinion letter have been duly authorized, and (iii) all of the parties to the documents referred to in this opinion letter are duly organized and validly existing and have the power and authority (corporate or other) to execute, deliver and perform such documents.

I do not purport to express an opinion on any laws other than the laws of the State of Delaware. The opinions set forth herein are made as of the date hereof and are subject to, and may be limited by, future changes in the factual matters set forth herein, and I undertake no duty to advise you of the same. The opinions expressed herein are based upon the law in effect (and published or otherwise generally available) on the date hereof, and I assume no obligation to revise or supplement these opinions should such law be changed by legislative action, judicial decision or otherwise. In rendering my opinions, I have not considered, and hereby disclaim any opinion as to, the application or impact of any laws, cases, decisions, rules or regulations of any other jurisdiction, court or administrative agency.

Based upon the foregoing and in reliance thereon, and subject to the assumptions, comments, qualifications, limitations and exceptions set forth herein, I am of the opinion that the Shares have been duly authorized and are legally issued, fully paid and non-assessable, subject to the terms of the Plans.

I do not render any opinions except as set forth above. I hereby consent to the filing of this opinion as Exhibit 5.1 to the Registration Statement and to the use of my name under the caption "Legal Matters" in the prospectus filed as a part thereof. I also consent to your filing copies of this opinion as an exhibit to the Registration Statement with such agencies of such states as you deem necessary in the course of complying with the laws of such states regarding the offering and sale of the securities addressed herein. In giving this consent, I do not admit that I am within the category of persons whose consent is required by Section 7 of the Securities Act or the rules and regulations promulgated thereunder by the Commission.

Very truly yours,

/s/ Tyler B. Dempsey

Tyler B. Dempsey

CONSENT OF INDEPENDENT REGISTERED PUBLIC ACCOUNTING FIRM

We have issued our reports dated March 9, 2026, with respect to the consolidated financial statements and internal control over financial reporting included in the Annual Report of Repay Holdings Corporation on Form 10-K for the year ended December 31, 2025, which are incorporated by reference in this Registration Statement. We consent to the incorporation by reference of the aforementioned reports in this Registration Statement.

/s/ GRANT THORNTON LLP

Atlanta, Georgia
June 16, 2026

