

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

FORM 8-K

CURRENT REPORT

PURSUANT TO SECTION 13 OR 15(d) OF THE
SECURITIES EXCHANGE ACT OF 1934

Date of Report (Date of earliest event reported): **February 23, 2022**

REPAY HOLDINGS CORPORATION

(Exact name of registrant as specified in its charter)

Delaware

(State or other jurisdiction
of incorporation)

001-38531

(Commission File Number)

98-1496050

(IRS Employer
Identification No.)

**3 West Paces Ferry Road
Suite 200**

Atlanta, GA 30305

(Address of principal executive offices, including zip code)

Registrant's telephone number, including area code: **(404) 504-7472**

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

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

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

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

Title of each class	Trading Symbol	Name of each exchange on which registered
Class A common stock, par value \$0.0001 per share	RPAY	The NASDAQ Stock Market LLC

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

Emerging growth company

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

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

On February 23, 2022, the Compensation Committee (the "Compensation Committee") of the Board of Directors of Repay Holdings Corporation (the "Company") approved the program terms and performance objectives for annual cash bonuses for the Company's executive officers under each of their respective employment agreements (the "AIP"). Executive officers will participate in the AIP at the individual target levels in accordance with their employment agreements. In connection with such AIP approval, the Compensation Committee approved an increase in the individual target level for John A. Morris, the Company's Chief Executive Officer, from 50% to 100% of base salary. On March 1, 2022, the Company (through its applicable subsidiary) and Mr. Morris entered into an amendment to his employment agreement to reflect such increase. A copy of the amendment is filed hereto as Exhibit 10.1 and is incorporated herein by reference. The individual target levels for the other executives range from 50% to 75% of base salary.

For the performance period of January 1 to December 31, 2022 under the AIP, the Compensation Committee established that 75% of the annual bonus amounts would be based upon the achievement of performance goals tied to the Company's Adjusted EBITDA, with the remaining 25% of the annual bonus amounts based on the achievement of individual performance goals. If performance of any measure does not meet the applicable minimum threshold for that measure, no award will be earned for that measure. If the performance of a measure reaches the applicable minimum threshold, the award earned for that measure will be 50% of the target bonus amount. If the performance of any measure reaches the applicable targeted performance goal, the award

earned for that measure will be 100% of the target bonus amount. If the performance of any measure reaches or exceeds the applicable maximum performance goal, the award earned for that measure will be 200% of the target bonus amount. The actual bonus amount earned for results between these percentages will be calculated using straight-line interpolation.

On February 23, 2022, the Compensation Committee also approved the grant of certain equity awards to the Company's executive officers and certain other employees, pursuant to the Repay Holdings Corporation Omnibus Incentive Plan. The awards granted to executive officers consisted of 50% time-based restricted stock ("RSAs") and 50% performance-based restricted stock units ("PSUs"), in each case subject to continued employment on the applicable vesting date. The RSAs are scheduled to vest in four equal annual installments commencing February 23, 2023. The PSUs will vest, if at all, at the end of a three-year performance period ending on December 31, 2024, based upon relative total shareholder return ("TSR") relative to the Russell 2000 Index. If the Company's relative TSR performance is below the 25% percentile, the award will be forfeited. If the Company's relative TSR performance is at the 25% percentile, then 50% of the targeted award will be earned. If the Company's relative TSR performance is at the 50% percentile, then 100% of the targeted award will be earned. If the Company's relative TSR performance is at or above the 75% percentile, then 200% of the targeted award will be earned. The actual award earned for results between these percentiles will be calculated using straight-line interpolation. Vested PSUs will be settled in shares of the Company's Class A common stock.

Item 9.01. Financial Statements and Exhibits.

(d) Exhibits

Exhibit No.	Description
10.1*	Second Amendment to Employment Agreement, dated March 1, 2022, between Repay Management Services LLC (as assignee of M & A Ventures, LLC) and John Morris.
104	Cover Page Interactive Data File (embedded within the Inline XBRL document)
* Filed herewith	

SIGNATURES

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

Dated: March 1, 2022

Repay Holdings Corporation

By: /s/ Tyler B. Dempsey

Tyler B. Dempsey
General Counsel

SECOND AMENDMENT TO EMPLOYMENT AGREEMENT**March 1, 2022**

This Second Amendment (this "Amendment") to the Employment Agreement (as defined below) is made and entered into as of the date first written above by and between Repay Management Services LLC (the "Company") and John A. Morris ("Executive"). Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Employment Agreement.

WHEREAS, Executive and the Company (as assignee of M & A Ventures, LLC) are parties to that certain Employment Agreement, dated as of January 21, 2019 and amended by that certain First Amendment dated as of March 1, 2021 (collectively, the "Employment Agreement"); and

WHEREAS, Executive and the Company now desire to amend the Employment Agreement on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in accordance with the terms of the Employment Agreement, the parties hereto, intending to be legally bound, do hereby acknowledge and agree as follows:

1. Target Annual Bonus Adjustment. The parties agree that the reference to "fifty percent (50%)" in Section 3(b) of the Employment Agreement is hereby deleted and replaced with "one hundred percent (100%) (or such greater percentage as may be approved by the Governing Authority from time to time)."

2. Scope of Amendment. The parties hereto agree that nothing in this Amendment shall be deemed to modify any of the provisions of the Employment Agreement except as expressly set forth herein, and that, except as expressly set forth herein, the terms of the Employment Agreement remain in full force and effect.

3. Miscellaneous. The provisions of Section 11, Section 12, Section 13, Section 14, Section 15 and Section 18 of the Employment Agreement shall apply *mutatis mutandis* to this Amendment. Any reference to the Employment Agreement in the Employment Agreement or any other agreement, document, instrument or certificate entered into or issued in connection therewith shall hereinafter mean the Employment Agreement, as amended by this Amendment (or as the Employment Agreement may be further amended or modified after the date hereof in accordance with the terms thereof).

[Signature Page Follows]

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

COMPANY:

REPAY MANAGEMENT SERVICES LLC

By: /s/Tim Murphy
Name: Tim Murphy
Title: Chief Financial Officer

EXECUTIVE:

/s/ John A. Morris
Name: John A. Morris

[Signature Page to Second Amendment to Employment Agreement]