

**UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, DC 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): January 28, 2022

EzFill Holdings, Inc.

(Exact Name of Registrant as Specified in Its Charter)

Delaware

(State or Other Jurisdiction of Incorporation)

001-40809

(Commission
File Number)

83-4260623

(IRS Employer
Identification No.)

2999 NE 191st Street, Suite 500, Aventura, Florida 33180

(Address of Principal Executive Offices)

305-791-1169

(Registrant's Telephone Number, Including Area Code)

2125 Biscayne Blvd, Miami, FL 33137

(Former Name or Former Address, if Changed Since Last Report)

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

- Written 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(s)	Name of each exchange on which registered
Common Stock, \$0.0001	EZFL	NASDAQ Capital Market

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

Emerging growth company

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

Item 1.01 Entry into a Material Definitive Agreement

On January 28, 2022, EzFill Holdings, Inc. (the "Company") executed a Separation Agreement and Release (the "Separation Agreement") and a Non-Independent Board Member Letter of Agreement (the "Letter Agreement") with Ms. Cheryl Hanrehan. See Item 5.02 below for additional information.

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

As previously reported on a Form 8-K that was filed with the Securities and Exchange Commission on January 18, 2022 (the "8-K"), on January 17, 2022, Cheryl Hanrehan resigned as the Company's Chief Operating Officer. On January 28, 2022 the Company executed a Separation Agreement and Release (the "Separation Agreement") with Ms. Hanrehan relating to her resignation. Pursuant to the Separation Agreement, Ms. Hanrehan's last day of employment with the Company was January 28, 2022. The Separation Agreement may be revoked until the seventh day after execution, and thus is not binding upon the parties until February 4, 2022. Upon the eighth day following the execution of the Separation Agreement, the Company shall pay Ms. Hanrehan a separation payment of \$118,125 (minus applicable tax withholding and deductions). Additionally, her 2021 equity bonus of 22,321 shares and 125,951 options immediately vested.

As previously reported in the 8-K, Ms. Hanrehan will continue to serve as a member of the Company's board of directors. In connection with her continued service as a board member, the Company and Ms. Hanrehan entered into a Non-Independent Board Member Letter of Agreement dated January 28, 2022 (the "Letter Agreement"). Pursuant to this Letter Agreement, Ms. Hanrehan will be compensated according to approval by the Company's Compensation Committee and in accordance with the current

board compensation structure, Ms. Hanrehan will be entitled to a director fee of \$40,000 prorated for the period as a director in 2022 plus meeting attendance fees. If Ms. Hanrehan is nominated and elected at the upcoming 2022 shareholder meeting she will be entitled to a shares with a value of \$60,000, that will vest in 12 months or one day before the following year's annual meeting, whichever is sooner.

The foregoing description of the terms of the Separation Agreement and Letter Agreement do not purport to be a complete description and are qualified in their entirety by reference to the Separation Agreement and Letter Agreement, which are attached hereto as Exhibit 10.1 and Exhibit 10.2 and are incorporated by reference into this Item 5.02.

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits.

Exhibit Number	Description
10.1	Separation Agreement and Release
10.2	Non-Independent Board Member Letter of Agreement
104	Cover Page Interactive Data File (embedded within the Inline XBRL document)

SIGNATURES

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

Date: February 3, 2022

EZFILL HOLDINGS, INC.

/s/ Arthur Levine

Arthur Levine
Chief Financial Officer

SEPARATION AGREEMENT AND RELEASE

This Separation Agreement and Release (the “**Agreement**”) is entered into this 28th day of January 2022, by and between EzFill Holdings, Inc. a Delaware Corporation, on behalf of itself, its parents, subsidiaries, and other corporate affiliates, and each of their respective present and former employees, officers, directors, owners, shareholders, and agents, legal representatives, and trustees, individually and in their official capacities (collectively referred to as the “**Company**”), and Ms. Cheryl Hanrehan (the “**Employee**”), residing at 4851 Williamsburg Blvd, Arlington, VA 22207. The Company and the Employee are collectively referred to as the “**Parties**” and individually as a “**Party**”.

In consideration of the mutual promises contained in this Agreement, the Company and Employee, intending to be legally bound, agree as follows:

1. Employee’s last day of employment with the Company shall be January 28, 2022 (the “**Separation Date**”).
2. Employee will be paid all salary due through Employee’s Separation Date, less appropriate tax withholdings and deductions.
3. Company’s Obligations Upon the Effective Date of the Agreement:
 - a) Separation Payment. Upon the eighth day following Employee’s execution of this Agreement, as long as the Employee does not revoke acceptance pursuant to Section 7(b) below, the Company will make the following payment to Employee: One-time payment of \$118,125, equal to six-months of your current salary, minus applicable tax withholdings and deductions.
 - b) Health Benefits. Employee will retain any health benefits coverage in which Employee is enrolled through the last day of the month in which the Separation Date occurs. Employee may extend the medical and/or dental and/or vision benefits in which they are enrolled in as of the Separation Date by electing continuation coverage under COBRA. If Employee timely elects COBRA and agrees to sign this Agreement, the Company will pay the full premium for COBRA coverage for 1 month after the Separation Date (through February 28, 2022) or the date Employee receives other employment, whichever is sooner. For the remaining balance of the COBRA period Employee will be responsible for paying the full premium for COBRA coverage. All other benefits in which Employee is enrolled or eligible as of the Separation Date will cease as of the Separation Date. Employee herein acknowledges receipt of a packet containing information about their benefits. Should Employee refuse to agree to the terms of this Agreement, the Company has no obligations to pay for COBRA coverage pursuant to this Section.
 - c) Vesting. You will receive your 2021 equity bonus of 22,321 shares and 125,951 options, based on approval by the Compensation Committee on January 20, 2022, and which will immediately vest as set forth in your Employment Agreement. The Company will make a gross up cash payment on the 22,321 shares at your marginal tax rate.

Payments due and equity granted under this Agreement shall be final and effective upon the expiration of the seven (7) day revocation period provided to Employee.

The amounts payable pursuant to Sections 3(a), (b) above are intended to be separate payments that are exempt from Section 409A of the Internal Revenue Code of 1986, as amended (the “Code”) by reason of the “short-term deferral” exception and the separation pay exceptions set forth in Section 1.409A-1(b)(9)(iii) or Section 1.409A-1(b)(9)(v) of the Treasury Regulations.

4. Employee’s Obligations:

- a) Employee will return to the Company within five (5) days of the Separation Date all Company’s property and materials, including but not limited to any keys, identification cards, computer hardware and accessories, computer software drives or other media, computer files, books, documents, records and memoranda;
- b) Employee will repay all cash advances and file a final expense report within five (5) days of the Separation Date if Employee has any unreimbursed expenses or outstanding advances;
- c) Employee will fully cooperate and assist the Company with any litigation matters or agency proceedings for which Employee’s testimony or cooperation is requested, provided that Employee is compensated for any reasonable and necessary expenses incurred or actual income lost as a result of Employee’s cooperation and assistance.
- d) Before and after the Separation Date, Employee will hold in a fiduciary capacity for the sole benefit of the Company all information, knowledge or data relating to the Company or any of its subsidiaries and their respective businesses and investments but excluding any information the disclosure of which is protected by Section 7 of the National Labor Relations Act (hereinafter “Proprietary, Confidential or Non-Public Information”). Before and after the Separation Date, Employee will not directly or indirectly use, communicate, divulge or disseminate any Proprietary, Confidential or Non-Public Information for any purpose not authorized by the Company, or for any purpose not related to the performance of Employee’s work for the Company or any of its subsidiaries.

5. General Release. In exchange for the payments and benefits identified in the Agreement, which Employee acknowledges are in addition to anything of value to which they are already entitled, Employee hereby releases, settles and forever discharges the Company, its parent, subsidiaries, affiliates, successors and assigns, together with their past and present directors, officers, employees, agents, insurers, attorneys, benefit plans and their administrators and trustees and any other party associated with the Company (collectively, the “Released Parties”), to the fullest extent permitted by applicable law, from any and all claims, causes of action, rights, demands, debts, liens, liabilities or damages of whatever nature, whether known or unknown, suspected or unsuspected, which Employee ever had or may now have against the Released Parties. This includes, without limitation, any claims, liens, demands, or liabilities arising out of or in any way connected with Employee’s employment with the Company and the termination of that employment, pursuant to any federal, state or local laws regulating employment such as the Civil Rights Act of 1964, the Civil Rights Act of 1991, the Americans With Disabilities Act of 1990, the Family and Medical Leave Act of 1993 and the Civil Rights Act known as 42 USC 1981, the Employee Retirement Income Security Act of 1974 (“ERISA”), the Worker Adjustment and Retraining Notification Act (“WARN”), the Fair Labor Standards Act of 1938, as well as all federal, state and local laws, except that this release shall not affect any rights of Employee for benefits payable under any Social Security, Worker’s Compensation or Unemployment laws. Additionally, Employee expressly agrees not to assist any third-party in claims against the Company in any fashion.

6. Waiver and Release under ADEA and OWBPA. If Employee is age forty (40) or over at the time of execution of this Agreement, Employee further expressly and specifically waives any and all rights or claims under the Age Discrimination in Employment Act of 1967 and the Older Workers Benefit Protection Act (collectively the “**Act**”), and acknowledges and agrees that this waiver of any right or claim under the Act (the “**Waiver**”) is knowing and voluntary, and specifically agrees as follows: (a) that this Agreement and this Waiver is written in a manner which they understand; (b) that this Waiver specifically relates to rights or claims under the Act; (c) that they do not waive any rights or claims under the Act that may arise after the date of execution of this Agreement; (d) that they waive rights or claims under the Act in exchange for consideration in addition to anything of value to which they are already entitled.

7. Employee also agrees to the following:

- a) Employee understands that they have the right to consult with an attorney before signing this Agreement. Employee also understands that, as provided under the Older Workers Benefit Protection Act of 1990, they have twenty-one (21) days after receipt of this Agreement to review and consider this Agreement, discuss it with their attorney. Employee also understands that they may revoke this Agreement during a period of seven (7) days after signing it (the “**Revocation Period**”) and that this Agreement will not become effective until the eighth (8th) day after Employee signs it (and then only if Employee does not revoke it).
- b) In order to revoke this Agreement, during the Revocation Period, Employee must deliver written notice to the Company’s CEO, expressly stating that they are revoking this Agreement.
- c) Employee expressly acknowledges that they have had an opportunity of no less than twenty-one (21) days to consider this Agreement before signing and that if they have not taken that full-time period, Employee expressly waives this time period and will not assert the invalidity of this Agreement or any portion thereof on this basis.
- d) Employee understands that if they choose to revoke this Agreement during the Revocation Period, Employee will not receive Separation Pay or Health Benefits as provided for in Section 3 of the Agreement and the terms and conditions set forth in the Agreement will have no effect.

8. Nothing in this Agreement is intended to, or shall interfere with Employee’s rights under federal, state, or local civil rights or employment discrimination laws (including, but not limited to, Title VII, the ADA, the ADEA, GINA, USERRA, or their state or local counterparts) to file or otherwise institute a charge of discrimination, to participate in a proceeding with any appropriate federal, state, or local government agency enforcing discrimination laws, or to cooperate with any such agency in its investigation, none of which shall constitute a breach of the confidentiality clause of this Agreement in Section 4(g). Employee shall not, however, be entitled to any relief, recovery, or monies in connection with any such complaint, charge, or proceeding brought against any of the Released Parties, regardless of who filed or initiated any such complaint, charge, or proceeding. Additionally, Employee retains all Section 7 rights under the National Labor Relations Act.

9. Non-Disparagement. The Parties, and their attorneys will not, directly or indirectly, make any negative or disparaging statements against any other Party maligning, ridiculing, defaming, or otherwise speaking ill of the other, and their business affairs, practices or policies, standards, or reputation (including but not limited to statements or postings harmful to the Party’s business interests, reputation or good will) in any form (including but not limited to orally, in writing, on any social media, blogs, internet, to the media, persons and entities engaged in radio, television or Internet broadcasting, or to persons and entities that gather or report information on trade and business practices or reliability) that relate to this Agreement, Information (as defined above) or any matter covered by the release within this Agreement. Nothing in the Agreement shall, however, be deemed to interfere with each Party’s obligation to report transactions with appropriate governmental, taxing, or registering agencies.

10. Successors and Assigns. This Agreement shall bind Employee’s heirs, executors, administrators, personal representatives, spouse, dependents, successors and assigns. Neither this Agreement, nor any right or interest hereunder, shall be assignable by Employee, Employee’s beneficiaries or legal representatives without the prior written consent of an officer of the Company.

11. No Admission of Liability. This Agreement shall not be construed as an admission by the Released Parties of any wrongdoing or any violation of any federal, state or local law, regulation or ordinance, and the Released Parties specifically disclaims any wrongdoing whatsoever against Employee on the part of itself, its employees, representatives or agents.

12. Governing Law. This Agreement is governed by the laws of the State of Florida without regard to the conflict of laws. The exclusive venue shall be in Miami-Dade County for any State law action and the United States District Court for the Southern District of Florida for any federal law action, and both parties irrevocably and unconditionally consent to this exclusive jurisdiction.

13. Interpretation. Captions and headings of the sections and paragraphs of this Agreement are intended solely for convenience and no provision of this Agreement is to be construed by reference to the caption or heading of any section or paragraph. Moreover, this Agreement shall not be construed against either Party as the author or drafter of the Agreement.

14. Entire Agreement. With respect to the subject matter of this Agreement, this Agreement constitutes the entire agreement between the parties and supersedes all prior and contemporaneous agreements, whether oral or written. The parties may modify this Agreement only in writing signed by authorized representatives of both parties. This Agreement is not modified by any purchase order, invoice, confirmation or other similar writings or forms. The invalidity or unenforceability of any provision of this Agreement does not invalidate the remaining provisions. No waiver is effective unless in writing and signed by the waiving party. No waiver is deemed a waiver of any future performance.

15. Severability. If any provision of this Agreement is determined to be unenforceable by any court, then such provision will be modified or omitted to the extent necessary to make the remaining provisions of this Agreement enforceable.

16. Employee acknowledges and understands that to obtain the benefits herein, Employee must accept this Agreement by signing it before either: (a) twenty-one (21) days after receipt of this Agreement; or (b) the day after Employee’s Separation Date, whichever is longer. But under no circumstances is Employee to sign this Agreement prior to the Separation Date. Employee acknowledges and understands that Employee may revoke acceptance of this Agreement within seven (7) days of such acceptance. This Agreement shall not become effective until the seven (7)-day revocation period has expired.

IN WITNESS WHEREOF, the Company hereby offers this Agreement to Employee on this 25th day of January, 2022.

EZFILL HOLDINGS, INC

By: /s/ Michael McConnell
Name: Michael McConnell
Title: CEO

ACCEPTANCE: I hereby agree to the terms of this Agreement and acknowledge my acceptance of it this 28th day of January 2022.

EMPLOYEE

Signature: /s/ Cheryl Hanrehan
Name: Cheryl Hanrehan

NON-INDEPENDENT BOARD MEMBER LETTER OF AGREEMENT

Dear Cheryl,

As discussed, this letter (the “**Agreement**”) is to memorialize the terms of your continued position as non-independent member of the Board of Directors (the “**Board**”) of EzFill Holdings, Inc. (the “**Company**”) following your resignation as COO.

You shall serve as a Board member upon the terms and conditions set forth in this Agreement. The date on which this Agreement is signed shall constitute the “**Effective Date.**”

1. **Board Services.** As a member of the Board, your Services shall include: (i) using your reasonable best efforts to provide financial and strategic advice to the Company; (ii) attending and participating in such number of meetings of the Board as regularly or specially called, but in any case, no fewer than four (4) meetings per year. Board meetings may be held via teleconference, videoconference or in person; (iii) consulting with other Board members regularly and as necessary via telephone, electronic mail or other forms of correspondence; (iv) at the discretion of the Company participating in at least two conference call for operational purposes with the Company’s management in any month; (v) providing limited strategic consulting services for the Company, as requested; (vi) making strategic introductions (to customers, vendors, or potential investors) for the Company; and (vi) rendering such other services as may be reasonably and customarily requested of a member of a board of directors of a similarly situated company.

2. **Board Term.** Your term shall continue until its expiration or renewal at the Company’s next annual meeting of shareholders or until your earlier resignation or removal.

3. **Company Policies.** You will comply with all laws and regulations applicable to the Company and subject to your review and approval you agree to comply with all policies adopted by the Company. The Company has adopted a number of policies that regulate several areas of operations, behavior and ethics, including, but not limited to, the Insider Trading Policy, Anti-Fraud Policy, Conflict of Interest Policy, Discrimination Harassment, Bullying & Retaliation Prevention Policy. You agree to comply with all Company policies and to be bound by the Company’s Code of Business Conduct and Ethics (the “**Code**”). All policies and the Code shall be made available for your review at any time upon request.

4. **Committees.** You will not serve on any committees.

5. **Compensation.** You will receive such compensation as is approved by the Company’s compensation committee from time to time. The current board compensation structure is attached to this Agreement as Schedule I. Board compensation may be modified from time to time as determined by the Company’s compensation committee. Compensation for your services as a board member will begin on the Effective Date and for this year of services, will be pro-rated on an annual basis from the Effective Date.

6. **Lockup.** You hereby agree that you will not offer, pledge, sell, contract to sell, hypothecate, lend, transfer or otherwise dispose of the Shares or any other shares of the Company’s common stock you receive from the Company from the date you receive such shares through the six-month anniversary of the receipt of the shares (the “**Lockup Period**”). Following the expiration of the Lockup Period, you shall have the right, in the aggregate, to sell, dispose of or otherwise transfer the shares of the Company’s common stock that you own, without restriction, up to five percent (5%) of the total daily trading volume of the Company’s common stock. Until you no longer own any of the Company’s securities, within thirty (30) days of any sale or transfer made by you with regard to the Company’s securities, you shall deliver to the Company written notice of such sale or, transfer.

5. **Permitted Transfers.** Notwithstanding the foregoing restrictions on transfer, you may, at any time and from time to time, transfer the Company’s securities that you own: (i) as bona fide gifts or transfers by will or intestacy, (ii) to any trust for your direct or indirect benefit or your immediate family, provided that any such transfer shall not involve a disposition for value, (iii) to a partnership which is the general partner of a partnership of which you are a general partner, or (iv) as a gift of to an organization exempt from taxation under Section 501 (c)(3) of the Internal Revenue Code of 1986, as amended, provided that, in the case of any gift or transfer described in clauses (i), (ii), (iii) or (iv), each donee or transferee agrees in writing to be bound by the terms and conditions contained herein in the same manner as such terms and conditions apply to you so that in the aggregate, no more than the number of the Company’s securities allowable under this Agreement may be transferred on a given day, except in accordance with the terms hereof. For purposes hereof, “immediate family” means any relationship by blood, marriage or adoption, not more remote than first cousin.

6. **Ownership.** Until you have sold the securities in question, you shall retain all rights of ownership in the securities, including, without limitation, voting rights and the right to receive any dividends that may be declared in respect thereof. The Company is hereby authorized to disclose the existence of this Agreement to its transfer agent and such transfer agent shall only release shares in accordance with the limitations contained herein. The Company and its transfer agent are hereby authorized to decline to make any transfer of the Company’s securities if such transfer would constitute a violation or breach of this Agreement.

7. **Expenses.** The Company agrees to reimburse all of your travel and other reasonable documented expenses relating to your attendance at meetings of the Board. In addition, the Company agrees to reimburse you for reasonable out of pocket expenses that you incur in connection with the performance of your duties as a member of the Board. The Company will only reimburse expenses for which you provide receipts.

8. **Indemnification.** You will receive full indemnification as a member of the Board to the maximum extent extended to the other Board members generally, as set forth in the Company’s Certificate of Incorporation, as amended, and bylaws.

9. **D&O Insurance.** As a director, you will be covered under the Company’s Director and Officer Insurance Policy. A copy of this policy will be provided to you upon request.

10. **Service for Others, Conflict of Interest.** You will be free to represent or perform services for other persons during the term of this Agreement. However, you will not engage in any activity that creates an actual or perceived conflict of interest with the Company, regardless of whether such activity is prohibited by Company’s conflict of interest guidelines or this Agreement, and you agree to notify the Board before engaging in any activity that could reasonably be assumed to create a potential conflict of interest with the Company. Notwithstanding the above, you will not engage in any activity that is in direct competition with the Company or serve in any capacity (including, but not limited to, as an employee, consultant, advisor or director) in any company or entity that competes directly or indirectly with the Company, as reasonably determined by a majority of the Company’s disinterested board members, without the approval of the Board.

11. **No Assignment.** Because of the personal nature of the services to be rendered by you, this Agreement may not be assigned by you without the prior written consent of the majority of the other Board members.

12. **Confidential Information.** You hereby represent and agree as follows:

- a. For purposes of this Agreement, the term “Confidential Information” means: (i) any information which the Company possesses that has been created, discovered or developed by or for the Company, and which has or could have commercial value or utility in the business in which the Company is engaged; (ii) any information that is related to the business of the Company and is generally not known by non-Company personnel; or (iii) by way of illustration, but not limitation, Confidential Information includes trade secrets and any information concerning products, processes, formulas, designs, inventions (whether or not patentable or registrable under copyright or similar laws, and whether or not reduced to practice), discoveries, concepts, ideas, improvements, techniques, methods, research, development and test results, specifications, data, know-how, software, formats, marketing plans, and analyses, business plans and analyses, strategies, forecasts, customer and supplier identities, characteristics and agreements.

Notwithstanding the foregoing, the term “Confidential Information” shall not include: (i) any information which becomes generally available to the public other than because of a breach of the confidentiality portions of this Agreement, or any other agreement requiring confidentiality between the Company and you; (ii) information received from a third party in rightful possession of such information who is not restricted from disclosing such information; and (iii) information known by you prior to receipt of such information from the Company, which prior knowledge can be documented.

- b. You agree that, without the express written consent of the Company, you will not remove from the Company’s premises, any notes, formulas, programs, data, records, machines or any other documents or items which in any manner contain or constitute Confidential Information, nor will you make reproductions or copies of same. In the event you receive any such documents or items by personal delivery from any duly designated or authorized personnel of the Company, you shall be deemed to have received the express written consent of the Company. In the event that you receive any such documents or items, other than through personal delivery as described in the preceding sentence, you agree to inform the Company promptly of your possession of such documents or items. You shall promptly return any such documents or items, along with any reproductions or copies to the Company upon the Company’s demand, upon termination of this Agreement, or upon your termination or Resignation, as defined herein.
- c. You agree that you will hold in trust and confidence all Confidential Information and will not disclose to others, directly or indirectly, any Confidential Information or anything relating to such information without the prior written consent of the Company, except as maybe necessary in the course of your business relationship with the Company or as required by applicable law or order of a court or governmental authority. You further agree that you will not use any Confidential Information without the prior written consent of the Company, except as may be necessary in the course of your business relationship with the Company, and that the provisions of this paragraph shall survive termination of this Agreement.

14. **Board Termination and Resignation.** You may be removed for any or no reason by a vote of the Company’s stockholders in accordance with the Company’s bylaws and all applicable law. You may also terminate your membership on the Board for any or no reason by delivering your written notice of resignation to the Company (“Resignation”), and such Resignation shall be effective upon the time specified therein or, if no time is specified, upon receipt of the notice of resignation by the Company. Upon the effective date of the termination or Resignation, your right to compensation hereunder will terminate subject to the Company’s obligations to pay you any cash compensation (or its equivalent value in Common Stock) that you have already earned and to reimburse you for approved expenses already incurred in connection with your performance of your duties as of the effective date of such termination or Resignation.

15. **Governing Law and Jurisdiction.** All questions with respect to the construction and/or enforcement of this Agreement, and the rights and obligations of the parties hereunder, shall be determined in accordance with the law of the State of Florida applicable to agreements made and to be performed entirely in the State of Florida. Any claim, suit or proceedings between you and the Company (and its affiliates, shareholders, directors, officers, employees, members, agents, successors, attorneys, and assigns) relating to this Agreement and/or your Service shall be brought exclusively in either the United States District Court for the State of Florida or in a Florida state court and that the parties will submit to the jurisdiction of such court.

16. **Entire Agreement, Amendment, Waiver, Counterparts.** This Agreement expresses the entire understanding with respect to the subject matter hereof and supersedes and terminates any prior oral or written agreements with respect to the subject matter hereof. Any term of this agreement may be amended and observance of any term of this Agreement may be waived only with the written consent of the parties hereto. Waiver of any term or condition of this Agreement by any party shall not be construed as a waiver of any subsequent breach or failure of the same term or condition or waiver of any other term or condition of this Agreement. The failure of any party at any time to require performance by any other party of any provision of this Agreement shall not affect the right of any such party to require future performance of such provision or any other provision of this Agreement. This Agreement may be executed in separate counterparts each of which will be an original and all of which taken together will constitute one and the same agreement, and may be executed using facsimiles of signatures, and a facsimile of a signature shall be deemed to be the same, and equally enforceable, as an original of such signature.

This Agreement sets forth the terms of your Services as a member of the Board. Nothing in this Agreement should be construed as an offer of employment. If the foregoing terms are agreeable, please indicate your acceptance by signing in the space provided below and returning this Agreement to the Company.

Very truly yours,
EzFill Holdings, Inc.

/s/ Michael McConnell,
CEO & Director

Accepted and Agreed:

Signature: /s/ Cheryl Hanrehan
Name: Cheryl Hanrehan
Date: January 28, 2022
