

**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): April 19, 2023

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, Aventura, Florida 33180

(Address of Principal Executive Offices)

305-791-1169

(Registrant's Telephone Number, Including Area Code)

(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.

The disclosure in Item 5.02 below is incorporated herein by reference.

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

On April 19, 2023, EzFill Holdings, Inc. (the "Company"), entered into an employment agreement (the "Agreement") with Avishai Vaknin. Pursuant to the Agreement, Mr. Vaknin will act as the Company's Chief Technology Officer. The term ("Term") of the Agreement is for three years.

Mr. Vaknin, age 44, has 25 years of experience in the hi-tech, system administration, information technology and cloud computing industries. In 2004, Mr. Vaknin founded Telx Computers Inc., where he has built a portfolio of businesses in the tech industry. Mr. Vaknin has served as Telx Computers Inc.'s Chief Executive Officer since its inception. Mr. Vaknin holds a bachelor's degree in computer science from the Hebrew University in Israel.

In lieu of a cash salary, Mr. Vaknin will be entitled to Performance Based Restricted Stock Units ("PBRS"). The amount of PBRS issued to Mr. Vaknin will be up to 2,600,000 shares of the Company's restricted common stock, which issuance is subject to the availability of such shares under the Company's Equity Incentive Plan. Vesting of the PBRS will be based on achievement of the performance indicators ("Performance Indicators") identified in Schedule I of the Agreement. Vesting will be deemed to occur once the Board of Directors (the "Board") certifies the achievement of each Performance Indicator. The Performance Indicators must be achieved according to the timeline set

forth in Schedule I or the portions of the PBRS attributable to those Performance Indicators will be forfeited. Mr. Vaknin is eligible to participate in all of the Company's benefit plans.

On the first anniversary of Mr. Vaknin's employment, he will begin to receive a salary of \$150,000 per year. On the second anniversary of Mr. Vaknin's employment, this amount will increase to \$200,000 per year. No cash salary will be paid unless he meets all "time-based" Performance Indicators set forth in Schedule I of the Agreement within the first year of employment with the Company. Upon presentation of the appropriate documentation in accordance with the Company's expense reimbursement policies, the Company will reimburse Mr. Vaknin for the reasonable business expenses incurred connection with his employment.

Beginning on the six-month anniversary of Mr. Vaknin's employment start date ("Employment Start Date"), upon meeting pre-determined periodic Key Performance Indicators ("KPIs") every calendar year, he will be eligible for a target annual cash bonus of up to \$150,000, as adjusted from time to time (pro-rated for the first year of employment). These KPIs will be mutually agreed upon between the Board, or a committee thereof, and Mr. Vaknin within two months of the six-month anniversary of his Employment Start Date and within two months of the beginning of each year thereafter (the "Cash Performance Bonus"). To qualify for the Cash Performance Bonus, Mr. Vaknin must meet all or part of the KPI's. A partial cash bonus will be available if some but not all KPIs are achieved or other achievements outside of the KPIs are deemed to justify a cash bonus. The KPIs will be separate from the Performance Indicators set forth in Schedule I of the Agreement.

Beginning on the six-month anniversary of his Employment Start date as a "C" level executive of the Company, provided the Company has sufficient available securities, Mr. Vaknin will be entitled to receive equity awards under the Company's Incentive Plan, (the "Incentive Plan"). The aggregate annual award value under the Incentive Plan will be equal to a target of up to \$350,000 worth of Equity Awards, as adjusted from time to time, (the "Grant"), which will be pro-rated for the first year. A partial Grant will be possible if some but not all KPIs are achieved or other achievements outside of the KPIs are deemed to justify a Grant. Twenty-five percent (25%) of such Grant will be in the form of Restricted Common Stock (the "RCSs") and the remaining seventy-five percent (75%) of such Grant will be in the form of options to purchase the Company's common stock (the "Stock Options"). The number of Stock Options shall be calculated in accordance with the Company's option valuation practices. The RCSs will vest on the first anniversary of the day they were granted. The Stock Options will vest in equal one-third (1/3) increments on each anniversary of the day they were granted. All Equity Awards will be granted to Mr. Vaknin, provided that: (1) at the end of each applicable vesting date, he is still employed by the Company and (2) to the extent he satisfies any KPIs or other performance criteria established by the Incentive Plan. All Stock Options that will be granted to you shall expire 5 years following their vesting. The KPIs will be separate from the Performance Indicators set forth in Schedule I.

The Agreement may be terminated for Cause (defined below) by the Company before the expiration of the Term if, during the Term of the Agreement, Mr. Vaknin (i) materially violates the provisions of the Non-Competition Agreement or the Confidentiality Agreements; (ii) is convicted of, or pleads nolo contendere to, any crime involving misuse or misappropriation of money or other property of the Company or any felony; (iii) exhibits repeated willful or wanton failure or refusal to perform his duties in furtherance of the Company's business interest or in accordance with the Agreement, which failure or refusal is not remedied by him within thirty (30) days after notice from the Company; (iv) commits an intentional tort against the Company, which materially adversely affects the business of the Company; (v) commits any flagrant act of dishonesty or disloyalty or any act involving gross moral turpitude, which materially adversely affects the business of the Company; (vi) exhibits immoderate use of alcohol or drugs which, in the opinion of an independent physician selected by the Company, impairs his ability to perform his duties hereunder; or (vii) materially fails to meet the timelines on the pre-determined Performance Indicators on Schedule I (all of the foregoing clauses (i) through (vi) constituting reasons for termination for "Cause"), provided that unsatisfactory business performance of the Company, or mere inefficiency, or good faith errors in judgment or discretion by Mr. Vaknin will not constitute grounds for termination for Cause. In the event of a termination for Cause, the Company, may, by written notice, immediately terminate his employment and, the Company will be obligated only to pay Mr. Vaknin the compensation due to him up to the date of termination, all accrued, vested or earned benefits under any applicable benefit plan and any other compensation to which he is entitled up to and ending on the date of his termination.

The Company may terminate Mr. Vaknin's employment without Cause. Should termination without cause occur by the Company or for Good Reason by Mr. Vaknin, the Company will (i) continue payment of his base salary for 3 months (which shall not be adjusted for any remaining employment term) and (ii) he will be entitled to COBRA benefits until the earlier of 3 months from the end of the month in which he is terminated or eligibility for benefits with another employer. Good Reason (including following a change in control) means (i) reduction in his base salary, (ii) material reduction in responsibilities or job title, or (iii) Company requiring Mr. Vaknin to relocate more than 50 miles from the Company's executive office.

In the event of any termination of the Agreement with or without cause, all further vesting of Mr. Vaknin's outstanding equity awards or bonuses, as well as all payments of compensation by the Company to him will terminate immediately (except as to amounts already earned and vested). Upon a termination without cause by the Company, 25% of the outstanding unvested PBRS will immediately vest.

Mr. Vaknin has agreed that during his employment with the Company he will not engage in, or have any direct or indirect interest in, any person, firm, corporation, or business that is competitive with the business of the Company, including, without limitation, planning, developing, marketing, selling, and providing services relating to mobile gas delivery. The Agreement also provides for certain non-compete restrictions.

On April 19, 2023 (the Effective Date"), the Company entered into a services agreement (the "Services Agreement") with Telx Computers Inc. ("Telx"). Mr. Avishai Vaknin (who as set forth above became the Chief Technology Officer of the Company April 19, 2023) is the Chief Executive Officer of Telx and its sole shareholder. Pursuant to the Services Agreement, Telx agrees to provide the services listed in Exhibit A of the Services Agreement, which generally entails overseeing all matters relating to the Company's technology. Pursuant to the Services Agreement, the Company will pay Telx \$10,000 USD per month and cover other pre-approved expenses. The term of the Services Agreement is for twelve months from the Effective Date however, the Company may terminate the Services Agreement with written notice to the other party.

Effective April 20, 2023, Michael McConnell, a director of the Company and its Chief Executive Officer resigned from his position. Mr. McConnell's resignation as a director and Chief Executive Officer was not because of any disagreement with the Company on any matter relating to the Company's operations, policies or practices.

Effective April 24, 2023, Yehuda Levy, age 30, was appointed as the Company's interim Chief Executive Officer ("CEO"). Mr. Levy will act as interim CEO until his successor is duly appointed. Mr. Levy is the founder of EzFill FL, LLC, which was sold to the Company in 2019. Since then, Mr. Levy has served in various roles at the Company; most recently, he acted as the Company's Vice-President of Operations.

On April 24, 2023, the Company entered into an employment agreement (the "Levy Agreement") with Yehuda Levy. Pursuant to the Levy Agreement, Mr. Levy will act as the Company's interim CEO for an initial term of one year ("Term"), which may be extended by the company and Mr. Levy in writing, if not extended then the term shall continue on a month-to-month basis. If a full time CEO is chosen, Mr. Levy's title shall be converted to Chief Operating Officer for the remainder of the term at the same salary.

For his position as interim CEO, Mr. Levy will receive an annual base salary of \$200,000, less applicable taxes, deductions, and withholdings, and subject to periodic review ("Base Salary"). Upon presentation of appropriate documentation in accordance with the Company's expense reimbursement policies, the Company will reimburse Mr. Levy for the reasonable business expenses incurred in connection with his employment. He is eligible to participate in all of the Company's benefit plans, at no cost to Mr. Levy.

Upon meeting pre-determined periodic Key Performance Indicators ("KPIs") every calendar year, Mr. Levy will be eligible for a target annual cash bonus of up to \$50,000, as adjusted from time to time, which will be pro-rated for the first year. Mr. Levy's KPIs will be mutually agreed upon the Board, or a committee thereof, and Mr. Levy within two months of the six-month anniversary of his Employment Start Date and within two months of the beginning of each year thereafter (the "Cash Performance

Bonus”). To qualify for the Cash Performance Bonus, Mr. Levy must meet all or a part of the KPIs. A partial cash bonus will be possible if some but not all KPIs are achieved or other achievements outside of the KPI’s are deemed to justify a cash bonus.

As a “C” level executive of the Company, and provided the Company has sufficient available securities Mr. Levy will be entitled to receive equity awards under the Company’s Incentive Plan (the “Incentive Plan”). The aggregate annual award value under the Incentive Plan will be equal to a target of up to \$50,000 worth of Equity Awards, as adjusted from time to time, (the “Grant”), which will be pro-rated for the first year. A partial Grant will be possible if some but not all KPIs are achieved or other achievements outside of the KPIs are deemed to justify a Grant. Twenty-five percent (25%) of such Grant will be in the form of Restricted Common Stock (the “RCSs”) and the remaining seventy-five percent (75%) of such Grant will be in the form of options to purchase the Company’s common stock (the “Stock Options”). The number of Stock Options shall be calculated in accordance with the Company’s option valuation practices. The RCSs will vest on the first anniversary of the day they were granted. The Stock Options will vest in equal one-third (1/3) increments on each anniversary of the day they were granted. All Equity Awards will be granted to Mr. Levy, provided that: (1) at the end of each applicable vesting date, he is still employed by the Company; and (2) to the extent he satisfy any KPIs or other performance criteria established by the Incentive Plan. All Stock Options that will be granted to Mr. Levy will expire 5 years following their vesting.

The Levy Agreement may be terminated for Cause (as defined below) by the Company before the expiration of the Term provided for herein if, during the Term of the Levy Agreement, Mr. Levy (i) materially violates the provisions of the Non-Competition Agreement or the Confidentiality Agreements; (ii) is convicted of, or pleads nolo contendere to, any crime involving misuse or misappropriation of money or other property of the Company or any felony; (iii) exhibits repeated willful or wanton failure or refusal to perform his duties in furtherance of the Company’s business interest or in accordance with the Levy Agreement, which failure or refusal is not remedied by Mr. Levy within thirty (30) days after notice from the Company; (iv) commits an intentional tort against the Company, which materially adversely affects the business of the Company; (v) commits any flagrant act of dishonesty or disloyalty or any act involving gross moral turpitude, which materially adversely affects the business of the Company; or (vi) exhibits immoderate use of alcohol or drugs which, in the opinion of an independent physician selected by the Company, impairs Mr. Levy’s ability to perform his duties hereunder (all of the foregoing clauses (i) through (vi) constituting reasons for termination for “Cause”), provided that unsatisfactory business performance of the Company, or mere inefficiency, or good faith errors in judgment or discretion by Mr. Levy shall not constitute grounds for termination for Cause hereunder. In the event of a termination for Cause, the Company may by written notice immediately terminate his employment and, in that event, the Company will be obligated only to pay the compensation due to him up to the date of termination, all accrued, vested or earned benefits under any applicable benefit plan and any other compensation to which Mr. Levy is entitled up to and ending on the date of his termination.

The Company may terminate Mr. Levy’s employment without Cause. Upon Termination Without Cause by the Company or for Good Reason by Mr. Levy, the Company will (i) continue payment of his Base Salary for 3 months (which shall not be adjusted for any remaining employment term) and (ii) he will be entitled to COBRA benefits until the earlier of 3 months from the end of the month in which he is terminated or eligibility for benefits with another employer. Good Reason (including following a change in control) shall mean (i) reduction in Mr. Levy’s base salary, (ii) material reduction in responsibilities or job title, or (iii) Company requiring relocation more than 50 miles from the Company’s executive office.

In the event of any termination of the Levy Agreement with or without cause, all further vesting of Mr. Levy’s outstanding equity awards or bonuses, as well as all payments of compensation by the Company to him thereunder will terminate immediately (except as to amounts already earned and vested).

Mr. Levy has agreed that during his employment with the Company he will not engage in, or have any direct or indirect interest in, any person, firm, corporation, or business that is competitive with the business of the Company, including, without limitation, planning, developing, marketing, selling, and providing services relating to mobile gas delivery.

The foregoing descriptions of the Employment Agreement, the Services Agreement and the Levy Agreement are qualified in their entirety by the texts of the Employment Agreement, the Services Agreement and the Levy Agreement, copies of which are attached as Exhibits 10.1, 10.2 and 10.3 respectively, hereto.

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits.

<u>Exhibit Number</u>	<u>Description</u>
10.1	Employment Agreement between Avishai Vaknin and EzFill Holdings, Inc.
10.2	Services Agreement between Telx Computers Inc. and EzFill Holdings, Inc.
10.3	Employment Agreement between Yehuda Levy and EzFill Holdings, Inc.
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: April 25, 2023

EZFILL HOLDINGS, INC.

/s/ Arthur Levine

Arthur Levine
Chief Financial Officer

Employment Agreement between EzFill Holdings Inc. and Avishai Vaknin
April 19, 2023

This Employment Agreement is made between EzFill Holdings, Inc. (the “Company”) and Avishai Vaknin for the position of Chief Technology Officer (“CTO”). As CTO, you will be reporting to the CEO and you will be working from our offices in Aventura, Florida.

Salary. In lieu of a cash salary, you will be entitled to Performance Based Restricted Stock Units (“PBRS”) upon your acceptance of the position with the Company. The amount of PBRS issued to you shall be up to 2,600,000 shares of the Company’s restricted common stock which issuance is subject to the availability of such shares under the Company’s Equity Incentive Plan as set for the below. Vesting of the PBRS shall be based on achievement of the Performance Indicators identified in Schedule I attached hereto. Vesting shall be deemed to occur (i.e., the restrictions on the PBRS lifted) once the Board certifies achievement of each Performance Indicator. The Performance Indicators must be achieved according to the timeline set forth in Schedule I or the portions of the PBRS attributable to those Performance Indicators shall be forfeited. CTO understands that currently the Company does not have enough authorized shares in its Equity Incentive Plan and that the PBRS will be issued as soon as practicable after the Company has received applicable approval of its shareholders approving the Equity Incentive Plan and has complied with any applicable Nasdaq Capital Market notification requirements.

On the first anniversary of your employment, you will begin to receive a salary of \$150,000 per year. This amount will increase to \$200,000 per year on the second anniversary of your employment with the company. Notwithstanding the above, no cash salary will be paid unless you meet all of your “time-based” performance indicators, set forth in Schedule I, within the first year of your employment with the Company.

Annual Performance Cash Bonus. Beginning on the six-month anniversary of your Employment Start date, upon meeting pre-determined periodic Key Performance Indicators (“KPIs”) every calendar year, you will be eligible for a target annual cash bonus of up to \$150,000, as adjusted from time to time (for the first year this will be pro-rated). Your KPI’s will be set by the mutual agreement of the Board of Directors (or a committee thereof) and yourself within two months of the six-month anniversary of your Employment Start Date and within two months of the beginning of each year thereafter (the “Cash Performance Bonus”). To qualify for the Cash Performance Bonus, you must meet all of part of the KPI’s. A partial cash bonus will be possible if some but not all KPI’s are achieved or other achievements outside of the KPI’s are deemed to justify a cash bonus. The KPIs will be separate from the Performance Indicators set forth in Schedule I.

Equity Awards. Beginning on the six-month anniversary of your Employment Start date, as a “C” level executive of the Company, and provided the Company has sufficient available securities you will be entitled to receive equity awards under the Company’s Incentive Plan, (the “Incentive Plan”). The aggregate annual award value under the Incentive Plan will be equal to a target of up to \$350,000 worth of Equity Awards, as adjusted from time to time, (the “Grant”) (for the first year this will be pro-rated). A partial Grant will be possible if some but not all KPI’s are achieved or other achievements outside of the KPI’s are deemed to justify a Grant. Twenty-Five percent (25%) of such Grant will be in the form of Restricted Common Stock (the “RCSs”) and the remaining Seventy-Five percent (75%) of such Grant will be in the form of options to purchase the Company’s common stock (the “Stock Options”). The number of Stock Options shall be calculated in accordance with the Company’s option valuation practices. The RCSs shall vest on the first anniversary of the day they were granted. The Stock Options shall vest in equal one-third (1/3) increments on each anniversary of the day they were granted. All Equity Awards shall be granted to you, provided that: (1) at the end of each applicable vesting date, you are still employed by the Company; and (2) to the extent you satisfy any KPIs or other performance criteria established by the Incentive Plan. All Stock Options that will be granted to you shall expire 5 years following their vesting. The KPIs will be separate from the Performance Indicators set forth in Schedule I.

Benefits. You are eligible to participate in all of the Company’s benefit plans.

Business Expense & Travel Reimbursement. Upon presentation of appropriate documentation in accordance with the Company’s expense reimbursement policies, the Company will reimburse you for the reasonable business expenses you incur in connection with your employment.

Paid Time Off. You will accrue Paid Time Off, which you will be allowed to use for absences due to illness, vacation, or personal need, at a rate of 160 hours, or twenty (20) days (based upon an eight-hour workday), per year.

Term and Termination. The initial term shall be three years commencing on April __, 2023 (the “Term”).

Termination for Cause. This Agreement may be terminated for Cause (as defined below) by the Company before the expiration of the Term provided for herein if, during the Term of this Agreement, the Employee (i) materially violates the provisions of the Non-Competition Agreement or the Confidentiality Agreements; (ii) is convicted of, or pleads nolo contendere to, any crime involving misuse or misappropriation of money or other property of the Company or any felony; (iii) exhibits repeated willful or wanton failure or refusal to perform his duties in furtherance of the Company’s business interest or in accordance with this Agreement, which failure or refusal is not remedied by the Employee within thirty (30) days after notice from the Company; (iv) commits an intentional tort against the Company, which materially adversely affects the business of the Company; (v) commits any flagrant act of dishonesty or disloyalty or any act involving gross moral turpitude, which materially adversely affects the business of the Company; (vi) exhibits immoderate use of alcohol or drugs which, in the opinion of an independent physician selected by the Company, impairs the Employee’s ability to perform his duties hereunder; or (vii) materially fails to meet the timelines on the pre-determined Performance Indicators (schedule I) (all of the foregoing clauses (i) through (vi) constituting reasons for termination for “Cause”), provided that unsatisfactory business performance of the Company, or mere inefficiency, or good faith errors in judgment or discretion by the Employee shall not constitute grounds for termination for Cause hereunder. In the event of a termination for Cause, the Company may by written notice immediately terminate his employment and, in that event, the Company shall be obligated only to pay the Employee the compensation due him up to the date of termination, all accrued, vested or earned benefits under any applicable benefit plan and any other compensation to which the Employee is entitled up to and ending on the date of the Employee’s termination.

Termination Without Cause or for Good Reason (including following Change in Control) The Company may terminate your employment without Cause. Upon Termination Without Cause by the Company or for Good Reason by you, the Company will (i) continue payment of your Base Salary for 3 months (which shall not be adjusted for any remaining employment term) and (ii) you will be entitled to COBRA benefits until the earlier of 3 months from the end of the month in which you are terminated or eligibility for benefits with another employer. Good Reason (including following a change in control) shall mean (i) reduction in your base salary, (ii) material reduction in responsibilities or job title, or (iii) Company requiring you to relocate more than 50 miles from the Company’s executive office.

Termination: In the event of any termination of this Agreement with or without cause, all further vesting of your outstanding equity awards or bonuses, as well as all payments of compensation by the Company to you hereunder will terminate immediately (except as to amounts already earned and vested). Notwithstanding the above, upon a termination without cause by the Company, 25% of the outstanding unvested PBRS shall immediately vest.

Death and Disability. In the event of your death during the Term, your employment shall terminate immediately. If, during the Term you shall suffer a “Disability” within the meaning of Section 22(e)(3) of the Internal Revenue Code of 1986, the Company may terminate your employment.

Indemnification. The Company shall indemnify, defend and hold you harmless, to the maximum extent permitted by law, from and against all claims, demands, causes of action, suits, judgments, fines, amounts paid in settlement and all reasonable expenses, including attorneys’ fees incurred by you, in connection with the defense of, or as a result of, any action or proceeding (or any appeal from any action or proceeding) in which you are made or threatened to be made a party by reason of the fact that you were an officer or director of the Company, regardless of whether such action or proceeding is one brought by or in the right of the Company. The Company agrees that you shall be covered

and insured up to the full limits provided by all directors and officers insurance which the Company maintains to indemnify its officers and directors.

Confidentiality and No Conflict with Prior Agreements. As an employee of the Company, it is likely that you will become knowledgeable about confidential and/or proprietary information related to the operations, products, and services of the Company and its clients. Similarly, you may have confidential or proprietary information from prior employers that must not be used or disclosed to anyone at the Company. By accepting this offer you are certifying that you will keep the Company's and your prior employer's information confidential. In addition, the Company requests that you comply with any existing and/or continuing contractual obligations that you may have with your former employers. By signing this offer letter, you represent that your employment with the Company shall not breach any agreement you have with any third party.

Obligations. During your employment, you shall devote your full business efforts and time to the Company. However, this obligation shall not preclude you from engaging in appropriate civic, charitable or religious activities, or, with the consent of the Board, from serving on the boards of directors of companies that are not competitors to the Company, as long as these activities do not materially interfere or conflict with your responsibilities to, or your ability to perform your duties of employment at, the Company. Any outside activities must be in compliance with and if required, approved by any Company governance guidelines.

Proprietary Rights.

a. **Work Product.** You acknowledge and agree that all writings, works of authorship, technology, inventions, discoveries, ideas, and other work product of any nature whatsoever, that are created, prepared, produced, authored, edited, amended, conceived, or reduced to practice by you individually or jointly with others during the period of your employment with the Company and relating in any way to the business or contemplated business, research, or development of the Company (regardless of when or where the Work Product is prepared or whose equipment or other resources is used in preparing the same) and all printed, physical, and electronic copies, all improvements, rights, and claims related to the foregoing, and other tangible embodiments thereof (collectively, "**Work Product**"), as well as any and all rights in and to copyrights, trade secrets, trademarks (and related goodwill), patents, and other intellectual property rights therein arising in any jurisdiction throughout the world and all related rights of priority under international conventions with respect thereto, including all pending and future applications and registrations therefor, and continuations, divisions, continuations-in-part, reissues, extensions, and renewals thereof (collectively, "**Intellectual Property Rights**"), shall be the sole and exclusive property of the Company.

For purposes of this Agreement, Work Product includes, but is not limited to, Company information, including plans, publications, research, strategies, techniques, agreements, documents, contracts, terms of agreements, negotiations, know-how, computer programs, computer applications, software design, web design, work in process, databases, manuals, results, developments, reports, graphics, drawings, sketches, market studies, formulae, notes, communications, algorithms, product plans, product designs, styles, models, audiovisual programs, inventions, unpublished patent applications, original works of authorship, discoveries, experimental processes, experimental results, specifications, customer information, client information, customer lists, client lists, manufacturing information, marketing information, advertising information, and sales information.

b. **Work Made for Hire; Assignment.** You acknowledge that, by reason of being employed by the Company at the relevant times, to the extent permitted by law, all of the Work Product consisting of copyrightable subject matter is "work made for hire" as defined in the Copyright Act of 1976 (17 U.S.C. § 101), and such copyrights are therefore owned by the Company. To the extent that the foregoing does not apply, you hereby irrevocably assigns to the Company, for no additional consideration, your entire right, title, and interest in and to all Work Product and Intellectual Property Rights therein, including the right to sue, counterclaim, and recover for all past, present, and future infringement, misappropriation, or dilution thereof, and all rights corresponding thereto throughout the world. Nothing contained in this Agreement shall be construed to reduce or limit the Company's rights, title, or interest in any Work Product or Intellectual Property Rights so as to be less in any respect than that the Company would have had in the absence of this Agreement.

c. **Further Assurances; Power of Attorney.** During and after your employment, you agree to reasonably cooperate with the Company at the Company's expense to (i) apply for, obtain, perfect, and transfer to the Company the Work Product and Intellectual Property Rights in the Work Product in any jurisdiction in the world; and (ii) maintain, protect, and enforce the same, including, without limitation, executing and delivering to the Company any and all applications, oaths, declarations, affidavits, waivers, assignments, and other documents and instruments as shall be requested by the Company. You hereby irrevocably grant the Company power of attorney to execute and deliver any such documents on the your behalf in your name and to do all other lawfully permitted acts to transfer the Work Product to the Company and further the transfer, issuance, prosecution, and maintenance of all Intellectual Property Rights therein, to the full extent permitted by law, if you do not promptly cooperate with the Company's request (without limiting the rights the Company shall have in such circumstances by operation of law). The power of attorney is coupled with an interest and shall not be impacted by your subsequent incapacity.

d. **Moral Rights.** To the extent any copyrights are assigned under this Agreement, you hereby irrevocably waive, to the extent permitted by applicable law, any and all claims you may now or hereafter have in any jurisdiction to all rights of paternity, integrity, disclosure, and withdrawal and any other rights that may be known as "moral rights" with respect to all Work Product and all Intellectual Property Rights therein.

e. **No License.** You understand that this Agreement does not, and shall not be construed to, grant you any license or right of any nature with respect to any Work Product or Intellectual Property Rights or any Confidential Information, materials, software, or other tools made available to them by the Company.

Non-competition. You agree that during your employment with the Company you will not engage in, or have any direct or indirect interest in, any person, firm, corporation, or business (whether as an employee, officer, director, agent, security holder, creditor, consultant, partner or otherwise) that is competitive with the business of the Company, including, without limitation, planning, developing, marketing, selling, and providing services relating to mobile gas delivery.

Waiver of Jury Trial. EACH PARTY HERETO HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY (WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY). EACH PARTY HERETO (A) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PERSON HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PERSON WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (B) ACKNOWLEDGES THAT IT AND THE OTHER PARTIES HERETO HAVE BEEN INDUCED TO ENTER INTO THIS AGREEMENT AND THE OTHER LOAN DOCUMENTS BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION.

We look forward to you joining the Company. Please indicate your acceptance of this offer by signing below and returning an executed copy of this offer to me at your earliest convenience.

Sincerely,

/s/ Michael McConnell
Michael McConnell

I accept this amended offer of employment with EzFill Holdings, Inc. and agree to the terms and conditions outlined in this letter.

SCHEDULE I

First 60 days Performance Indicators:

1. Complete analysis of the code, technology, server infrastructure, email system, hosting, frontend and backend. Create development plan of action with timeline, such plan shall be provided to the board.
2. Vaknin's development team, under consulting agreement with TelX will take over pushing code and database monitoring. Including system in place to monitor the application.
3. Marketing: begin the process of spinning paid ads, social media and YouTube campaigns. EzFill will pay for the ads depending on budget.
4. Create push notification system, to convert existing and new users.
5. Review security of the application and lock down application's sensitive areas.
6. Google – (blue media) will start online google and SEO campaigns. Based on a budget we decide and conversion rate, we can set a google budget to spin ads. Tracking users download and purchases.
7. Meet with everyone at the office at daily standups. If needed will restructure the technology team.
8. Introduce deadlines to development team with slack or any task system in place.
9. Review total company financials and money spent (other than executive and driver's salaries). Begin budget cuts.
10. Re-design the front-end website. Go live within 60 days after review and approval.

Upon achieving each of items 1-10 above within the first 60 days of your employment start date, 10% of the PBRS shall vest.

First 100 days:

1. Either hire new dev team, or keep whoever salary is reasonable, push tasks daily to introduce updates and releases.
2. Weekly newsletter about the company on the website "press" page. Send company news to Subscribed email list.
3. Social media and google pixel tracking to increase amount of downloads. At least 2x or 3x each 30-day cycle.
4. Daily releases to the mobile apps and improvements of features.
5. Review PR, marketing, any expense related to technology and if there is no return, cut it out completely.
6. Completion of the development plan in terms of updating the app and delivery platform according to the plan provided to the board.
7. Redevelop the driver application to drive driver efficiency.

Upon achieving each of items 1-6 above within the first 100 days of your employment start date, 10% of the PBRS shall vest.

Revenue Goals

1. First 60 days – consumer sales (b to c) – increase of 2x of the 30 days prior to the Employment Start Date.

If these revenue goals are hit and maintained for a period of at least 3 months, 7.5% of the PBRS shall vest.

2. First 90 days – consumer sales (b to c) – increase of 3x of the 30 days prior to the Employment Start Date.

If these revenue goals are hit and maintained for a period of at least 3 months, 7.5% of the PBRS shall vest.

1. First 120 days – consumer sales (b to c) – increase of 4x of the 30 days prior to the Employment Start Date.

If these revenue goals are hit and maintained for a period of at least 3 months, 7.5% of the PBRS shall vest.

If Revenues for full year 2023 are at least 2.5x of the revenues for full year 2022, 10% of the PBRS shall vest.

If Revenues for full year 2024 are at least 2x of the revenues for full year 2023, 10% of the PBRS shall vest.

Cost Cutting Goals (No cost cutting will be done without proper approval and may not be to the detriment of the Company)

1. First 60 days – 25% current expenses (aside from executives and drivers).

If these cost cutting goals are hit and maintained for a period of at least 3 months, 7.5% of the PBRS shall vest.

2. First 90 days – another 25% from remaining expenses (aside from executives and drivers).

If these cost cutting goals are hit and maintained for a period of at least 3 months, 10% of the PBRS shall vest.

Anniversary Vesting

On the Second Anniversary of your Employment Start Date 10% of the PBRS shall vest.

On the Third Anniversary of your Employment Start Date 10% of the PBRS shall vest.

SERVICES AGREEMENT

THIS SERVICES AGREEMENT (the “**Agreement**”), dated as of April 19, 2023, is entered into by and between **EzFill Holdings, Inc.** a Delaware corporation having its principal offices at 2999 NE 191st St., Ste 500, Aventura, Fl. 33180 and/or its wholly-owned subsidiaries (“**EzFill**” or the “**Company**”) and Telx Computers Inc, a Florida corporation with a primary address of 67 NW 183rd Street, Miami, Fl. 33169 (“**Service Provider**” and together with EzFill, the “**Parties**”, and each a “**Party**”).

WHEREAS, EzFill is currently in the business of application based mobile fueling; and

WHEREAS, Service Provider has the capability and capacity to provide certain technology services to the Company; and

WHEREAS, EzFill desires to retain Service Provider to provide certain services under the terms and conditions hereinafter set forth, and Service Provider is willing to perform such services.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **Services.** Service Provider represents to the Company that Service Provider has the knowledge, skills, and ability required to undertake all Services specified in Exhibit A (the “Services”). Service Provider agrees that the Services will be performed in accordance with the commercial business standards in Service Provider’s business for such Services, and that the software, reports, documentation or other results of such Services shall be fit for their respective intended purpose. Service Provider agrees that during the term of this Agreement Service Provider will diligently perform Service Provider’s assigned duties, and abide by the provisions not otherwise provided for herein of the published policies of the Company which are currently in effect, if any, and as they are from time to time changed by the Company in such manner as not to conflict materially with the provisions of this Agreement. Subject to the terms of this Agreement: (i) Service Provider has the sole and exclusive right to control and direct the manner and means by which Service Provider renders the Services, provided that such manner and means must produce deliverables of a quality reasonably satisfactory to the Company; (ii) Service Provider may perform the duties at any time or pursuant to any schedule, provided that the Services are completed within the time periods (including any interim time periods) indicated within the description of the Services, or otherwise specified by the Company; and (iii) Service Provider shall have no obligation to follow any particular sequence in performing the Services.
2. **Compensation.** For all Services to be rendered by Service Provider pursuant to this Agreement, EzFill will pay Service Provider \$10,000 per month.
3. **Business Expense Reimbursement.** All third party contractors/vendors to be hired by the Company as suggested by Service Provider; or other expenses to be incurred by Service Provider must be approved in writing by the Company. The Company will reimburse Service Provider for all pre-approved expenses incurred in connection with the Services.
4. **Relationship of Parties.**
Service Provider shall perform under this Agreement as an independent contractor, and not as an employee, agent, representative, or partner of the Company. None of the employees or agents of Service Provider shall be considered employees of the Company, nor shall any employees or agents of Service Provider be entitled to participate in any plans, arrangements or distributions of the Company pertaining to any benefits provided to regular employees of the Company. Service Provider agrees that Service Provider shall be solely responsible for complying with applicable employment and immigration laws pertaining to Service Provider’s employees or agents and agrees to indemnify the Company, and each of its officers, directors and employees from and against all payments, losses, costs, liability, expenses, damages, fines, penalties and judgments (including without limitation actual attorney’s fees and expenses) as a result of a failure by Service Provider to comply with such laws.

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Service Provider’s authority under this Agreement is limited solely to those Services, duties and activities on behalf of the Company as set forth in this Agreement. Other than these specified duties and activities, Service Provider shall have no authority to assume or create any obligation or liability, whether express or implied, on behalf of or in the name of the Company or to bind the Company in any manner whatsoever. Without limiting the generality of the foregoing, Service Provider shall have no authority to and hereby covenants not to: (i) accept orders for products or services offered on behalf of or in the name of the Company; (ii) use the Company’s name, trade names, trademarks or service marks without the Company’s prior written consent; (iii) employ, hire or otherwise engage any person on behalf of or in the name of the Company; or (iv) represent Service Provider or Service Provider’s employees and agents to be employees or agents of the Company for any purpose whatsoever. Nothing contained in this Agreement shall be deemed or construed as creating a joint venture or partnership between Service Provider and the Company. Service Provider shall be responsible for providing Service Provider’s own general liability insurance coverage to protect Service Provider from any claims made against Service Provider, including those that may arise from the Services rendered pursuant to this Agreement.

Service Provider shall have the right to perform work for others as long as Service Provider fulfills Service Provider’s obligations hereunder. The Company shall have the right to cause work of the same nature as performed by Service Provider to be performed by the Company’s own personnel or other Service Providers.

4. **Non-Solicitation.** Service Provider agrees that Service Provider will not, at any time within a period of twelve (12) months after the termination of this Agreement, solicit, either directly or indirectly, any employee or customer of EzFill who was such at the during the term of this Agreement. If the provisions of this section should ever be adjudicated to exceed the time, geographic or other limitations permitted by applicable law in any jurisdiction, then such provisions shall be deemed reformed in such jurisdiction to the maximum time, geographic or other limitations permitted by applicable law.
5. **Confidentiality.** All non-public, confidential or proprietary information of EzFill (“**Confidential Information**”), including, but not limited to, specifications, samples, patterns, designs, plans, drawings, documents, data, business operations, customer lists, pricing, discounts, or rebates, disclosed by EzFill to Service Provider or its agents, whether disclosed orally or disclosed or accessed in written, electronic, or other form or media, and whether or not marked, designated, or otherwise identified as “confidential,” in connection with this Agreement is confidential, solely for Service Provider’s use in performing this Agreement and may not be disclosed or copied unless authorized by EzFill in writing. Confidential Information does not include any information that: (a) is or becomes generally available to the public other than as a result of Service Provider’s breach of this Agreement; (b) is obtained by Service Provider on a non-confidential basis from a third-party that was not legally or contractually restricted from disclosing such information; (c) Service Provider establishes by documentary evidence, was in its possession prior to EzFill’s disclosure hereunder; or (d) was or is independently developed by Service Provider without using any Confidential Information. Upon EzFill’s request, Service Provider shall promptly return all documents and other materials received from EzFill and shall not retain any copies thereof. EzFill shall be entitled to injunctive relief for any violation of this Section. Service Provider acknowledges that it is subject to EzFill’s Insider Trading Policy, a copy of which has been provided to Service Provider.

Proprietary Rights.

- a. **Work Product.** Service Provider acknowledges and agrees that all writings, works of authorship, technology, inventions, discoveries, ideas, and other work product of any nature whatsoever, that are created, prepared, produced, authored, edited, amended, conceived, or reduced to practice by Service Provider individually or jointly with others during the period of Service Provider's time with the Company and relating in any way to the business or contemplated business, research, or development of the Company (regardless of when or where the Work Product is prepared or whose equipment or other resources is used in preparing the same) and all printed, physical, and electronic copies, all improvements, rights, and claims related to the foregoing, and other tangible embodiments thereof (collectively, "**Work Product**"), as well as any and all rights in and to copyrights, trade secrets, trademarks (and related goodwill), patents, and other intellectual property rights therein arising in any jurisdiction throughout the world and all related rights of priority under international conventions with respect thereto, including all pending and future applications and registrations therefor, and continuations, divisions, continuations-in-part, reissues, extensions, and renewals thereof (collectively, "**Intellectual Property Rights**"), shall be the sole and exclusive property of the Company.

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For purposes of this Agreement, Work Product includes, but is not limited to, Company information, including plans, publications, research, strategies, techniques, agreements, documents, contracts, terms of agreements, negotiations, know-how, computer programs, computer applications, software design, web design, work in process, databases, manuals, results, developments, reports, graphics, drawings, sketches, market studies, formulae, notes, communications, algorithms, product plans, product designs, styles, models, audiovisual programs, inventions, unpublished patent applications, original works of authorship, discoveries, experimental processes, experimental results, specifications, customer information, client information, customer lists, client lists, manufacturing information, marketing information, advertising information, and sales information.

- b. **Work Made for Hire; Assignment.** Service Provider acknowledges that, by reason of being employed by the Company at the relevant times, to the extent permitted by law, all of the Work Product consisting of copyrightable subject matter is "work made for hire" as defined in the Copyright Act of 1976 (17 U.S.C. § 101), and such copyrights are therefore owned by the Company. To the extent that the foregoing does not apply, Service Provider hereby irrevocably assigns to the Company, for no additional consideration, Service Provider's entire right, title, and interest in and to all Work Product and Intellectual Property Rights therein, including the right to sue, counterclaim, and recover for all past, present, and future infringement, misappropriation, or dilution thereof, and all rights corresponding thereto throughout the world. Nothing contained in this Agreement shall be construed to reduce or limit the Company's rights, title, or interest in any Work Product or Intellectual Property Rights so as to be less in any respect than that the Company would have had in the absence of this Agreement.
- c. **Further Assurances; Power of Attorney.** During and after the term of this Agreement, Service Provider agrees to reasonably cooperate with the Company at the Company's expense to (i) apply for, obtain, perfect, and transfer to the Company the Work Product and Intellectual Property Rights in the Work Product in any jurisdiction in the world; and (ii) maintain, protect, and enforce the same, including, without limitation, executing and delivering to the Company any and all applications, oaths, declarations, affidavits, waivers, assignments, and other documents and instruments as shall be requested by the Company. Service Provider hereby irrevocably grants the Company power of attorney to execute and deliver any such documents on the Service Provider's behalf in Service Provider's name and to do all other lawfully permitted acts to transfer the Work Product to the Company and further the transfer, issuance, prosecution, and maintenance of all Intellectual Property Rights therein, to the full extent permitted by law, if Service Provider does not promptly cooperate with the Company's request (without limiting the rights the Company shall have in such circumstances by operation of law). The power of attorney is coupled with an interest and shall not be impacted by Service Provider's subsequent incapacity.
- d. **Moral Rights.** To the extent any copyrights are assigned under this Agreement, Service Provider hereby irrevocably waives, to the extent permitted by applicable law, any and all claims Service Provider may now or hereafter have in any jurisdiction to all rights of paternity, integrity, disclosure, and withdrawal and any other rights that may be known as "moral rights" with respect to all Work Product and all Intellectual Property Rights therein.
- e. **No License.** Service Provider understands that this Agreement does not, and shall not be construed to, grant Service Provider any license or right of any nature with respect to any Work Product or Intellectual Property Rights or any Confidential Information, materials, software, or other tools made available to them by the Company.

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6. Term and Termination.

(a) This Agreement shall commence as of the Effective Date and shall continue thereafter for a period of one (1) year unless sooner terminated pursuant to this Section (the "Term").

(b) EzFill may terminate this Agreement at any time by providing Service Provider written notice of its intent to terminate.

7. **Indemnification.** Service Provider shall indemnify, defend, and hold harmless EzFill and its officers, directors, employees, agents, affiliates, successors, and permitted assigns (collectively, "**Indemnified Party**") against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including attorneys' fees, fees and the costs of enforcing any right to indemnification under this Agreement, and the cost of pursuing any insurance providers, incurred by Indemnified Party/awarded against Indemnified Party in a final judgment (collectively, "**Losses**"), relating to/arising out of or resulting from any claim of a third party or EzFill arising out of or occurring in connection with Service Provider's negligence, willful misconduct, or breach of this Agreement. Service Provider shall not enter into any settlement without EzFill's or Indemnified Party's prior written consent.
8. **Compliance with Law.** Service Provider is in compliance with and shall comply with all applicable laws, regulations, and ordinances. Service Provider has and shall maintain in effect all the licenses, permissions, authorizations, consents, and permits that it needs to carry out its obligations under this Agreement.
9. **Force Majeure.** No Party shall be liable or responsible to the other Party, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement, when and to the extent such Party's (the "**Impacted Party**") failure or delay is caused by or results from the following force majeure events ("Force Majeure Event(s)"): (a) acts of God; (b) flood, fire, earthquake, or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; (d) government order, law, or action; (e) embargoes or blockades in effect on or after the date of this Agreement; (f) national or regional emergency; (g) strikes, labor stoppages or slowdowns or other industrial disturbances; and (h) other similar events beyond the control of the Impacted Party.
10. **Advertising.** Without EzFill's prior written consent, Service Provider shall not advertise or publish the fact that Service Provider is performing the Services hereunder, nor use any trademarks or trade names of EzFill in Service Provider's advertising or promotional materials, without EzFill's prior written consent.

11. General.

(a) Each Party shall deliver all communications in writing either in person, by certified or registered mail, return receipt requested and postage prepaid, by facsimile or email (with confirmation of transmission), or by recognized overnight courier service, and addressed to the other Party at the addresses set forth above.

(b) This Agreement and all matters arising out of or relating to this Agreement are governed by, and construed in accordance with, the laws of Florida, without giving effect to any conflict of laws provisions thereof. Either Party may institute any legal suit, action, or proceeding arising out of or relating to this Agreement in the federal or state courts in each case located in Miami-Dade County, Florida.

(c) EACH PARTY HEREBY IRREVOCABLY AND UNCONDITIONALLY: (A) CONSENTS AND SUBMITS TO THE EXCLUSIVE JURISDICTION OF THE AFOREMENTIONED COURTS; (B) WAIVES ANY OBJECTION TO THAT CHOICE OF FORUM BASED ON VENUE OR TO THE EFFECT THAT THE FORUM IS NOT CONVENIENT; (C) WAIVES ANY RIGHT TO TRIAL BY JURY; AND (D) WAIVES PERSONAL SERVICE OF ANY SUMMONS, COMPLAINT, OR OTHER PROCESS, WHICH MAY BE MADE BY ANY OTHER MEANS PERMITTED BY FLORIDA LAW.

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(f) This Agreement contains the Parties' entire understanding with respect to the subject matter hereof and supersedes all prior and contemporaneous written or oral understandings, agreements, representations, and warranties with respect to such subject matter.

(g) The invalidity, illegality, or unenforceability of any provision herein does not affect any other provision herein or the validity, legality, or enforceability of such provision in any other jurisdiction.

(h) The Parties may not amend this Agreement except by a written instrument signed by the Parties.

(i) No waiver of any right, remedy, power, or privilege under this Agreement ("**Right(s)**") is effective unless contained in writing signed by the Party charged with such waiver. No failure to exercise, or delay in exercising, any Right operates as a waiver thereof. No single or partial exercise of any Right precludes any other or further exercise thereof or the exercise of any other Right. The Rights under this Agreement are cumulative and are in addition to any other rights and remedies available at law or in equity or otherwise.

(j) Neither Party may directly or indirectly assign, transfer, or delegate any of or all of its rights or obligations under this Agreement, voluntarily or involuntarily, including by change of control, merger (whether or not such Party is the surviving entity), operation of law, or any other manner, without the prior written consent of the other Party. Any purported assignment or delegation in violation of this Section shall be null and void.

(k) This Agreement is binding upon and inures to the benefit of the Parties and their respective successors and permitted assigns. Except for the Parties, their successors, and permitted assigns, there are no third-party beneficiaries under this Agreement.

(l) Any provision that, in order to give proper effect to its intent, should survive the expiration or termination of this Agreement, will survive such expiration or termination for the period specified therein or if nothing is specified for a period of twelve (12) months after such expiration or termination.

(m) Service Provider will be responsible for the payment of taxes on Service Provider's entire compensation under this Agreement, including income taxes, employment and unemployment, Medicare and social security taxes and other or similar taxes required by application of law. The Company shall not withhold any taxes in connection with the compensation paid to Service Provider hereunder. Such payments shall be the sole responsibility of Service Provider, and Service Provider agrees to file all required forms and make all required payments appropriate to Service Provider's tax status when and as they become due. Service Provider agrees to indemnify the Company, and each of its officers, directors and employees from and against all payments, losses, costs, liability, expenses, damages, fines, penalties or judgments (including without limitation actual attorneys' fees and expenses) as a result of a failure by Service Provider: (a) to pay all the taxes due in connection with the compensation paid to Service Provider under this Agreement, (b) to respond to any administrative inquiry concerning Service Provider's payment of such taxes, or (c) to defend against any administrative or judicial proceeding with respect to Service Provider's payment of such taxes.

(n) This Agreement may be executed in counterparts.

[signature page follows]

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IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of the date first written above.

EZFILL HOLDINGS INC

By: /s/ Michael McConnell

Name: Michael McConnell

Title: CEO

SERVICE PROVIDER

By: /s/ Avishai Vaknin

Name: Avishai Vaknin

Title: CEO

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EXHIBIT A
Statement of Work

1. Services. Service Provider's Services shall include:

- Oversee all matters relating to EzFill's technology.
- Provide a technology road map.
- Monthly mobile application updates to support existing business
- Make introductions to strategic partners and assist with integrations
- Make introductions to key players in Miami business community
- Further integration between internal and external tech teams
- Weekly sprint planning meeting
- As needed meetings with marketing team to make sure the direction is being followed

Make sure marketing and tech are in sync
Monitor revenue pipelines
Send weekly analytics on ROI
Provide a united product marrying operations, marketing and technology.
Oversee product development and implementation
Blend technology goals with required monetization
Work with marketing to add direct revenue opportunities
Create vertical hybrid solutions
Provide blended roadmap driven by technology
Help create and direct new membership model
Develop a strong backend platform able to drive financial accounting automation via accounting API's and revenue/invoice generation
Develop a touchless driver application (reduction of operating expenses)
Development of integrated marketing and push notification functions within the B2C applicaiotn delivering more services and revenue generating tools
Development of B2B application with sales and marketing to support new monetized data analytics, supporting fleets
Integrate Samsara and Geotab telematic tools within the B2B/B2C app to allow for vehicle monitoring, access, management (Fleets)
Re-image and redeploy new website
IT admin Service for EZfl office, we will immediately save the cost of the IT contract (\$5k/m) and have my guys provide the IT support. Network, servers, firewall, workstations with unlimited hours per month at no cost to EZfl
Telecom – we will take over the office phone system and remote sales.
Web front end – TelX will take care of anything related to frontend web remodel or design changes.
Graphics UI/UX – TelX will be in charge fully on anything related to graphics, either digital or print. We will do it in house.
Marketing – Labor service for all marketing related hours. Including setting up ads on social media, brainstorm ideas for digital marketing, push notifications, alerts and triggers, social media setup and monitoring.
SEO – TelX to oversee a third party SEO company which should cost around \$2k-\$3k.
Google PPC/Ads – TelX to oversee third party team which should cost around \$1500/month and they will setup all of the campaigns. Then depending on our company budget, we set it on google for ads and run it. my staff will monitor analytics and conversions. Company will decide on budgets on 30 days cycle.
Youtube promotion – TelX will oversee YT channel to boost all of our products. Telx will be the coordinator and help, video production will cost around \$300 per video.

2. Service Provider Information.

- a. Name:
- b. Mailing Address:
- c. Phone Number: _____
- d. Tax Identification No.: _____

Employment Agreement between EzFill Holdings Inc. and Yehuda Levy
April 24, 2023

This Employment Agreement is made between EzFill Holdings, Inc. (the “Company”) and Yehuda Levy for the position of Interim Chief Executive Officer (“CEO”). As Interim CEO, you will be reporting to the Company’s board and you will be working from our offices in Aventura, Florida.

Base Salary. Effective as of the date this Agreement is signed, your annual base salary will be \$200,000, less applicable taxes, deductions, and withholdings, and subject to periodic review (“Base Salary”).

Annual Performance Cash Bonus. Upon meeting pre-determined periodic Key Performance Indicators (“KPIs”) every calendar year, you will be eligible for a target annual cash bonus of up to \$50,000, as adjusted from time to time (for the first year this will be pro-rated). Your KPI’s will be set by the mutual agreement of the Board of Directors (or a committee thereof) and yourself within two months of the six-month anniversary of your Employment Start Date and within two months of the beginning of each year thereafter (the “Cash Performance Bonus”). To qualify for the Cash Performance Bonus, you must meet all or part of the KPI’s. A partial cash bonus will be possible if some but not all KPI’s are achieved or other achievements outside of the KPI’s are deemed to justify a cash bonus.

Equity Awards. As a “C” level executive of the Company, and provided the Company has sufficient available securities you will be entitled to receive equity awards under the Company’s Incentive Plan, (the “Incentive Plan”). The aggregate annual award value under the Incentive Plan will be equal to a target of up to \$50,000 worth of Equity Awards, as adjusted from time to time, (the “Grant”) (for the first year this will be pro-rated). A partial Grant will be possible if some but not all KPI’s are achieved or other achievements outside of the KPI’s are deemed to justify a Grant. Twenty-Five percent (25%) of such Grant will be in the form of Restricted Common Stock (the “RCSs”) and the remaining Seventy-Five percent (75%) of such Grant will be in the form of options to purchase the Company’s common stock (the “Stock Options”). The number of Stock Options shall be calculated in accordance with the Company’s option valuation practices. The RCSs shall vest on the first anniversary of the day they were granted. The Stock Options shall vest in equal one-third (1/3) increments on each anniversary of the day they were granted. All Equity Awards shall be granted to you, provided that: (1) at the end of each applicable vesting date, you are still employed by the Company; and (2) to the extent you satisfy any KPIs or other performance criteria established by the Incentive Plan. All Stock Options that will be granted to you shall expire 5 years following their vesting.

Benefits. You are eligible to participate in all of the Company’s benefit plans, at no cost to you.

Business Expense & Travel Reimbursement. Upon presentation of appropriate documentation in accordance with the Company’s expense reimbursement policies, the Company will reimburse you for the reasonable business expenses you incur in connection with your employment.

Paid Time Off. You will accrue Paid Time Off, which you will be allowed to use for absences due to illness, vacation, or personal need, at a rate of 160 hours, or twenty (20) days (based upon an eight-hour workday), per year.

Term. The initial term shall be one year commencing on April 24, 2023 (the “Term”). The Term may be extended by the Parties in writing, if not extended it shall continue on a month-to-month basis. If a full time CEO is chosen aside from you, your title shall be converted to Chief Operating Officer for the remainder of the term at the same salary.

Termination for Cause. This Agreement may be terminated for Cause (as defined below) by the Company before the expiration of the Term provided for herein if, during the Term of this Agreement, the Employee (i) materially violates the provisions of the Non-Competition Agreement or the Confidentiality Agreements; (ii) is convicted of, or pleads nolo contendere to, any crime involving misuse or misappropriation of money or other property of the Company or any felony; (iii) exhibits repeated willful or wanton failure or refusal to perform his duties in furtherance of the Company’s business interest or in accordance with this Agreement, which failure or refusal is not remedied by the Employee within thirty (30) days after notice from the Company; (iv) commits an intentional tort against the Company, which materially adversely affects the business of the Company; (v) commits any flagrant act of dishonesty or disloyalty or any act involving gross moral turpitude, which materially adversely affects the business of the Company; or (vi) exhibits immoderate use of alcohol or drugs which, in the opinion of an independent physician selected by the Company, impairs the Employee’s ability to perform his duties hereunder (all of the foregoing clauses (i) through (vi) constituting reasons for termination for “Cause”), provided that unsatisfactory business performance of the Company, or mere inefficiency, or good faith errors in judgment or discretion by the Employee shall not constitute grounds for termination for Cause hereunder. In the event of a termination for Cause, the Company may by written notice immediately terminate his employment and, in that event, the Company shall be obligated only to pay the Employee the compensation due him up to the date of termination, all accrued, vested or earned benefits under any applicable benefit plan and any other compensation to which the Employee is entitled up to and ending on the date of the Employee’s termination.

Termination Without Cause or for Good Reason (including following Change in Control) The Company may terminate your employment without Cause. Upon Termination Without Cause by the Company or for Good Reason by you, the Company will (i) continue payment of your Base Salary for 3 months (which shall not be adjusted for any remaining employment term) and (ii) you will be entitled to COBRA benefits until the earlier of 3 months from the end of the month in which you are terminated or eligibility for benefits with another employer. Good Reason (including following a change in control) shall mean (i) reduction in your base salary, (ii) material reduction in responsibilities or job title, or (iii) Company requiring you to relocate more than 50 miles from the Company’s executive office.

Termination: In the event of any termination of this Agreement with or without cause, all further vesting of your outstanding equity awards or bonuses, as well as all payments of compensation by the Company to you hereunder will terminate immediately (except as to amounts already earned and vested).

Death and Disability. In the event of your death during the Term, your employment shall terminate immediately. If, during the Term you shall suffer a “Disability” within the meaning of Section 22(e)(3) of the Internal Revenue Code of 1986, the Company may terminate your employment.

Indemnification. The Company shall indemnify, defend and hold you harmless, to the maximum extent permitted by law, from and against all claims, demands, causes of action, suits, judgments, fines, amounts paid in settlement and all reasonable expenses, including attorneys’ fees incurred by you, in connection with the defense of, or as a result of, any action or proceeding (or any appeal from any action or proceeding) in which you are made or threatened to be made a party by reason of the fact that you were an officer or director of the Company, regardless of whether such action or proceeding is one brought by or in the right of the Company. The Company agrees that you shall be covered and insured up to the full limits provided by all directors and officers insurance which the Company maintains to indemnify its officers and directors.

Confidentiality and No Conflict with Prior Agreements. As an employee of the Company, it is likely that you will become knowledgeable about confidential and/or proprietary information related to the operations, products, and services of the Company and its clients. Similarly, you may have confidential or proprietary information from prior employers that must not be used or disclosed to anyone at the Company. By accepting this offer you are certifying that you will keep the Company’s and your prior employer’s information confidential. In addition, the Company requests that you comply with any existing and/or continuing contractual obligations that you may have with your former employers. By signing this offer letter, you represent that your employment with the Company shall not breach any agreement you have with any third party.

Obligations. During your employment, you shall devote your full business efforts and time to the Company. However, this obligation shall not preclude you from engaging in appropriate civic, charitable or religious activities, or, with the consent of the Board, from serving on the boards of directors of companies that are not competitors to the Company, as long as these activities do not materially interfere or conflict with your responsibilities to, or your ability to perform your duties of employment at, the Company. Any outside activities must be in compliance with and if required, approved by any Company governance guidelines.

