

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

FORM 8-K

CURRENT REPORT  
Pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934

Date of Report (Date of earliest event reported): March 6, 2023

PARTS iD, Inc.  
(Exact name of Registrant as Specified in Its Charter)

Delaware  
(State or Other Jurisdiction  
of Incorporation)

001-38296  
(Commission File Number)

81-3674868  
(IRS Employer  
Identification No.)

1 Corporate Drive  
Suite C  
Cranbury, New Jersey 08512  
(Address of Principal Executive Offices, including Zip Code)

(609) 642-4700  
(Registrant's Telephone Number, Including Area Code)

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 Instructions 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	Name of exchange on which registered
Class A Common Stock	ID	NYSE American

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 March 6, 2023 (the "Initial Closing Date"), PARTS iD, Inc., a Delaware corporation (the "Company"), entered into a Note and Warrant Purchase Agreement (the "Purchase Agreement") whereby the Company agreed to issue and sell to certain investors (collectively, the "Investors"), in a private placement, (i) an aggregate principal amount of up to \$10 million in junior secured convertible promissory notes (the "Convertible Notes") and (ii) an aggregate of up to two million warrants to purchase the Company's common stock at an exercise price of \$0.50 per share (the "Warrants"), in one or more closings pursuant to the terms of the Purchase Agreement. All of the disinterested directors of the Company's Board of Directors, as well as the disinterested directors of the Audit Committee, reviewed and approved the terms of the Purchase Agreement, Convertible Notes and Warrants. As of the Initial Closing Date, the Company issued and sold (i) an aggregate principal amount of \$2,900,000 of Convertible Notes and (ii) an aggregate of 580,000 Warrants, of which \$2,650,000 of Convertible Notes and 530,000 Warrants were purchased by entities affiliated with certain directors, officers and beneficial owners of the Company.

The Convertible Notes accrue interest at 7.75% per annum, compounded semi-annually and such interest may be paid at the option of the Company either in cash or common stock. Upon the Company's sale and issuance of equity or equity-linked securities pursuant to which the Company receives aggregate gross proceeds of at least \$3 million (a "Qualified Equity Financing"), the Convertible Notes are mandatorily convertible into shares of such equity securities sold in the Qualified Equity Financing. The Company may, at its option, redeem the Convertible Notes (including the outstanding principal and any accrued but unpaid interest thereon) for cash, in full or in part, if the Convertible Notes have otherwise not been converted within 180 days of the date of issuance. In addition, upon a Change of Control (as defined in the Convertible Notes) of the Company, the Convertible Notes shall be repaid in full at or before the closing of such transaction in cash.

The Convertible Notes are strictly subordinated to the (i) senior secured indebtedness incurred or owed by the Company pursuant to that certain Loan and Security Agreement, dated as of October 21, 2022, by and among the Company, its subsidiary PARTS iD, LLC, a Delaware limited liability company and JGB Collateral, LLC, a Delaware limited liability company, in its capacity as collateral agent and the several financial institutions or entities that from time to time become parties thereto, as amended

by that certain Amendment to Loan and Security Agreement, dated as of February 22, 2023 (the “Loan Agreement”); and (ii) the Permitted Litigation Indebtedness (as defined in the Loan Agreement).

Subject to the subordination provisions described above and more fully described in the Convertible Notes, the Convertible Notes are secured by a junior security interest in all of the Company’s right, title, and interest in and to all of the Company’s assets. The Convertible Notes mature on March 6, 2025.

The Warrants will expire after 5 years from the date of issuance and may not be exercised on a cashless basis. The Warrants provide that a holder of Warrants will not have the right to exercise any portion of its Warrants, if such holder, together with its affiliates, and any other party whose holdings would be aggregated with those of the holder for purposes of Section 13(d) or Section 16 of the Exchange Act would beneficially own in excess of 4.99%, of the number of shares of the Company’s Common Stock outstanding immediately after giving effect to such exercise (the “Beneficial Ownership Limitation”); provided, however, that each holder may increase or decrease the Beneficial Ownership Limitation by giving notice to the Company, with any such increase not taking effect until the sixty-first day after such notice is delivered to the Company but not to any percentage in excess of 9.99%; provided that any holder of the Warrants that beneficially owns in excess of 19.99% of the number of shares of the Common Stock outstanding on the issuance date of the Warrants shall not be subject to the Beneficial Ownership Limitation.

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The Company intends to use the proceeds from the issuance of the Convertible Notes and the Warrants for working capital purposes and the repayment of current indebtedness.

The Convertible Notes and the Warrants were issued by the Company in reliance on the exemption from registration provided by Section 4(a)(2) of the Securities Act of 1933, as amended (the “Securities Act”), and have not been registered under the Securities Act.

The foregoing descriptions of the Purchase Agreement, Convertible Notes and the Warrants thereby are not complete and are subject to, and qualified in their entirety by reference to, the full text of the Purchase Agreement, the form of Convertible Note and the form of Warrant, the forms of which are included as Exhibits 10.1, 10.2 and 10.3 to this Current Report on Form 8-K, respectively, and are incorporated herein by this reference.

### Item 3.02 Unregistered Sales of Equity Securities.

The information set forth in Item 1.01 of this Current Report on Form 8-K is incorporated by reference into this Item 3.02.

### Item 9.01 Financial Statements and Exhibits.

(d) Exhibits. The following exhibits are filed as part of this report:

Exhibit No.	Description
10.1	<a href="#">Note and Warrant Purchase Agreement, dated as of March 6, 2023, by and between the Company and the Purchasers party thereto.</a>
10.2	<a href="#">Form of Convertible Note, dated as of March 6, 2023.</a>
10.3	<a href="#">Form of Common Stock Purchase Warrant, dated as of March 6, 2023.</a>
104	Cover Page Interactive Data File (embedded within the Inline XBRL document)

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### SIGNATURES

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

PARTS ID, INC.

Date: March 6, 2023

By: /s/ John Pendleton

Name: John Pendleton

Title: Interim Chief Executive Officer &  
Executive Vice President, Legal &  
Corporate Affairs

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## NOTE AND WARRANT PURCHASE AGREEMENT

This NOTE AND WARRANT PURCHASE AGREEMENT (this “**Agreement**”) is made as of the 6th day of March, 2023 (the “**Effective Date**”) by and among PARTS iD, Inc., a Delaware corporation (the “**Company**”), and each of the purchasers listed on Exhibit A attached hereto (collectively, the “**Purchasers**”, and individually, a “**Purchaser**”). As used herein, the term “**Requisite Purchasers**” shall mean Purchasers holding more than fifty percent (50%) of the aggregate outstanding principal amount of the Notes issued pursuant to this Agreement. Capitalized terms used herein and not otherwise defined herein shall have the respective meanings given to them in the Notes (as defined below).

## RECITALS

A. Subject to the terms of this Agreement, the Purchasers desire to advance loans (the “**Loans**”) to the Company and the Company desires to borrow from the Purchasers up to an aggregate principal amount of Ten Million Dollars (\$10,000,000.00) (the “**Aggregate Cap**”), evidenced by one or more junior secured convertible promissory notes, the form of which is attached hereto as Exhibit B (the “**Notes**”). The Notes may be converted into shares of the Company’s capital stock as provided for in the Notes.

B. In consideration for the Loans, the Company believes it is in the best interest to issue warrants to the Purchasers in the form attached hereto as Exhibit C (the “**Warrants**”) to purchase up to an aggregate amount of 2,000,000 shares of the Company’s Class A common stock, par value \$0.0001 per share (the “**Common Stock**”), subject to the terms and conditions set forth in the Warrants.

The parties hereby agree as follows:

1. Amount and Terms of the Notes and Warrants.

1.1 The Notes. At the Initial Closing (as defined below), with respect to each Purchaser, (i) the Purchaser will deliver to the Company wire transfer funds in the amount of the sum of such Purchaser’s applicable Loan Amount; and (ii) the Company shall issue and deliver to the Purchaser a Note in favor of the Purchaser in the principal amount of such Purchaser’s applicable Loan Amount and a Warrant to purchase up to the Purchaser’s applicable shares of Common Stock as set forth on Exhibit A attached hereto.

1.2 The Warrants. In consideration for the purchase by the Purchasers of the Notes, the Company will issue to each Purchaser a Warrant to purchase up to such Purchaser’s applicable shares of Common Stock, subject to the terms and conditions set forth in the Warrants.

2. Closings.

2.1 Initial Closing. The initial closing of the purchase and sale of the Notes and the Warrants (the “**Initial Closing**”) shall be held on the Effective Date or at such other time as the Company and the Purchaser have mutually agreed upon (the “**Closing Date**”).

2.2 Additional Closings. Until 11:59 P.M. EST on April 5, 2023, the Company may, without obtaining the signature, consent or permission of any of the Purchasers, at one or more additional closings (each, an “**Additional Closing**” and together with the Initial Closing, the “**Closings**”), offer and sell to other purchasers or the Purchasers who participated in the Initial Closing (collectively, the “**New Purchasers**”), Notes in an aggregate principal amount not to exceed (together with all previously issued Notes) the Aggregate Cap, pursuant to the terms and conditions set forth in this Agreement.

2.3 Amendments upon Additional Closings. The Company and the New Purchasers purchasing Notes at each Additional Closing will execute counterpart signature pages to this Agreement (to the extent not already executed in connection with the Initial Closing) and such New Purchasers will, upon delivery to the Company of such signature pages, become parties to, and bound by, this Agreement to the same extent as if they had been Purchasers in the Initial Closing, except with respect to the calculation of interest on their Notes, which instead will be calculated from the date of such Additional Closing. The addition of New Purchasers from any Additional Closings shall not be deemed an amendment of this Agreement.

2.4 Status of Purchasers after Additional Closings. Upon the completion of each Additional Closing as provided in this Section 2, each New Purchaser will be deemed to be a “Purchaser” for all purposes of this Agreement.

3. Representations, Warranties and Covenants of the Company.

The Company hereby represents and warrants to each Purchaser that the following representations and warranties are true and complete as of the Effective Date and the Closing Date, except as otherwise indicated:

3.1 Organization; Good Standing and Qualification. The Company is a corporation duly organized, validly existing and in good standing under the laws of the State of Delaware and has all requisite corporate power and authority to carry on its business as presently conducted and as proposed to be conducted. The Company is duly qualified to transact business and is in good standing in each jurisdiction in which the failure to so qualify would have a material adverse effect on the business, assets (including intangible assets), liabilities, financial condition, property or results of operations of the Company.

3.2 Capitalization.

(a) As of September 30, 2022, the authorized capital of the Company consists of:

(i) 110,000,000 shares of common stock, \$0.0001 par value per share, including 100,000,000 shares of Class A common stock and 10,000,000 shares of Class F common stock, with 34,114,449 shares of Class A common stock and no shares of Class F common stock issued and outstanding immediately prior to the Effective Date. All of the outstanding shares of common stock have been duly authorized, are fully paid and nonassessable and were issued in compliance with all applicable federal and state securities laws. The Company holds no common stock in its treasury; and

(ii) 1,000,000 shares of preferred stock, \$0.0001 par value per share, none of which are outstanding immediately prior to the Effective Date.

(b) As of immediately prior to the Effective Date, the Company has reserved:

(i) 3,963,603 shares of Common Stock for future issuance to officers, directors, employees, consultants and advisors of the Company pursuant to its 2020 Equity Incentive Plan duly adopted by the board of directors (the “**Board of Directors**”) and approved by the Company’s stockholders; and

(ii) 2,043,582 shares of Common Stock for future issuance to officers and employees of the Company pursuant to its 2020 Employee Stock Purchase Plan duly adopted by the Board of Directors and approved by the Company’s stockholders.

3.3 Subsidiaries. Except as set forth on Schedule 3.3 attached hereto, the Company does not currently own or control, directly or indirectly, any interest in any other corporation, partnership, trust, joint venture, limited liability company, association, or other business entity. The Company is not a participant in any joint venture, partnership or similar arrangement.

3.4 Corporate Power. The Company has all requisite corporate power to execute and deliver this Agreement, the Note, the Warrant and any other document provided for herein or by any of the foregoing (collectively, as the same may from time to time be amended, modified, supplemented or restated, the "**Loan Documents**") and to carry out and perform its obligations under the terms of the Loan Documents.

3.5 Authorization. All corporate action on the part of the Company, its directors and its stockholders necessary for the authorization, execution, delivery and performance of the Loan Documents by the Company and the performance of the Company's obligations thereunder, including the authorization for the issuance and delivery of the Notes, the reservation of the equity securities issuable upon conversion of the Notes (the "**Conversion Shares**") and the reservation of the equity securities issuable upon exercise of the Warrants, if any, (the "**Shares**"), has been taken or will be taken prior to the issuance of such equity securities. The Loan Documents, when executed and delivered by the Company, shall constitute valid and binding obligations of the Company enforceable in accordance with their terms, subject to laws of general application relating to equitable principles, bankruptcy, insolvency, the relief of debtors and, with respect to rights to indemnity, subject to federal and state securities laws. The Shares, when issued in compliance with the provisions of this Agreement and the Warrants, will be validly issued, fully paid and nonassessable and free of any liens or encumbrances. The issuance of the Notes (and the underlying securities) pursuant to the provisions of this Agreement will not give rise to any preemptive rights or rights of first refusal granted by the Company, and the Notes (and the underlying securities) will be issued in compliance with all applicable federal and state securities laws, and will be free of any liens or encumbrances, other than any liens or encumbrances created by or imposed upon the holders through no action of the Company; provided, however, that the Notes may be subject to restrictions on transfer under state and/or federal securities laws as set forth herein or as otherwise required by such laws at the time the transfer is proposed.

3.6 Offering. Assuming the accuracy of the representations and warranties of the Purchasers contained in Section 4 hereof, the offer, issue, and sale of the Notes is and will be exempt from the registration and prospectus delivery requirements of the Securities Act of 1933, as amended (the "**Securities Act**"), and have been registered or qualified (or are exempt from registration and qualification) under the registration, permit, or qualification requirements of all applicable state securities laws.

3.7 Compliance with Other Instruments. Neither the authorization, execution and delivery of this Agreement, nor the issuance and delivery of the Note will constitute or result in a default or violation of (a) any law or regulation applicable to the Company, (b) any term or provision of the Company's certificate of incorporation or bylaws, as each may be amended and/or restated from time to time, or (c) any provision of any mortgage, indenture or contract to which it is a party and by which it is bound or of any judgment, decree, order or writ, other than, with respect to clauses (a) and (c), such violations that would not individually or in the aggregate have a material adverse effect on the Company. The execution, delivery and performance of the Loan Documents, and the consummation of the transactions contemplated by the Loan Documents, will not result in any such violation or be in conflict with, or constitute, with or without the passage of time and giving of notice, either a default under any such provision, instrument, judgment, decree, order or writ or an event that results in the creation of any lien, charge or encumbrance upon any assets of the Company or the suspension, revocation, impairment, forfeiture, or nonrenewal of any material permit, license, authorization or approval applicable to the Company, its business or operations or any of its assets or properties.

3.8 Governmental Consents. All consents, approvals, orders, or authorizations of, or registrations, qualifications, designations, declarations, or filings with, any governmental authority, required on the part of the Company in connection with the valid execution and delivery of this Agreement, the offer, sale or issuance of the Notes, the Shares and the Conversion Shares or the consummation of any other transaction contemplated hereby shall have been obtained and will be effective at such time as required by such governmental authority, except for filings pursuant to applicable state and federal securities laws, which have been made or will be made in a timely manner.

3.9 Compliance with Laws. The operations of the Company have been conducted in material compliance with all applicable laws, including, without limitation, all applicable laws promulgated by any governmental authority of competent jurisdiction. The Company has not received written notice of any violation (or of any investigation, inspection, audit, or other proceeding by any governmental authority involving allegations of any material violation) of any applicable law, and to the knowledge of the Company, no investigation, inspection, audit, or other proceeding by any governmental authority involving allegations of any violation of any applicable law has been threatened.

3.10 Litigation. Except as set forth on Schedule 3.10, (A) there is no claim, action, suit, proceeding, arbitration, complaint, charge or investigation pending or to the Company's knowledge, currently threatened (i) against the Company or any officer or director of the Company, or (ii) to the Company's knowledge, that questions the validity of this Agreement, the Notes, the Warrants or the Loan Documents or the right of the Company to enter into them, or to consummate the transactions contemplated by this Agreement, the Notes, the Warrants or the Loan Documents, or (iii) to the Company's knowledge, that would reasonably be expected to have, either individually or in the aggregate, a material adverse effect on the Company; (B) neither the Company nor, to the Company's knowledge, any of its officers or directors is a party or is named as subject to the provisions of any order, writ, injunction, judgment or decree of any court or government agency or instrumentality (in the case of officers or directors, such as would affect the Company); and (C) there is no action, suit, proceeding or investigation by the Company pending or which the Company intends to initiate. The foregoing includes, without limitation, actions, suits, proceedings or investigations pending or threatened in writing (or any basis therefor known to the Company) involving the prior employment of any of the Company's employees, their services provided in connection with the Company's business, any information or techniques allegedly proprietary to any of their former employers or their obligations under any agreements with prior employers.

3.11 Intellectual Property. Except as set forth on Schedule 3.11, (i) the Company (A) solely and exclusively owns, free and clear of all liens or encumbrances, all right, title and interest in and to any and all trademarks, service marks, domain names, inventions, know how, patents, copyrights, works of authorship, trade secrets, confidential information, software, and other intellectual property (collectively, "**Intellectual Property**") that the Company purports to own (collectively, "**Owned IP**") and (A) owns or has a valid license to use, sell, or license, as the case may be, all other Intellectual Property and information technology rights, systems, and assets (collectively, "**IT Systems**") used in or necessary to conduct its business as currently conducted and proposed to be conducted and none of the foregoing will be adversely impacted by the execution or delivery of this Agreement or the consummation of the transactions contemplated hereby; (ii) the Company and the conduct of the Company's business (including its products and services) did not and do not infringe, misappropriate, or otherwise violate the Intellectual Property rights of any third party nor constitute unfair competition or trade practices and the Company has not received any written notices (including offers to license) and there are no claims, actions or proceedings pending (or to the knowledge of the Company, threatened), in each case, alleging any of the foregoing or contesting the ownership, use, validity, or enforceability of any Owned IP; (iv) to the knowledge of the Company, no third party has infringed, misappropriated or otherwise violated any Owned IP; (v) the Company takes reasonable steps to maintain, police and protect all Owned IP and the confidentiality of all of its IT Systems and its confidential information and trade secrets, all of which have been maintained in confidence and have not been disclosed other than pursuant to written non-disclosure and confidentiality agreements; and (iv) all source code for any proprietary Company software is in the Company's sole possession and maintained as strictly confidential.

### 3.12 Compliance with Rules of Trading Market.

(a) Exchange Cap. Subject to Section 3.12(b) below and the applicable rules of the NYSE American (the “**Principal Trading Market**”), the Company shall not issue any Shares or Conversion Shares to the Purchaser if, to the extent that after giving effect thereto, the aggregate number of shares of Common Stock that would be issued pursuant to this Agreement and the transactions contemplated hereby would exceed 6,961,712 (such number of shares equal to 19.99% of the number of shares of Common Stock issued and outstanding immediately prior to the date of this Agreement), which number of shares shall be reduced, on a share-for-share basis, by the number of shares of Common Stock issued or issuable pursuant to any transaction or series of transactions that may be aggregated with the transactions contemplated by this Agreement under applicable rules of the Principal Trading Market (such maximum number of shares, the “**Exchange Cap**” and such limitation on the Company’s issuance of shares to the Purchaser, the “**Exchange Cap Limitation**”).

(b) Shareholder Approval. In the event the Company is prohibited from issuing any shares of Common Stock pursuant to Section 3.12(a) above (an “**Exchange Cap Share Failure**”), then the Company shall, as soon as practicable after the date of occurrence of such Exchange Cap Share Failure, but in no event later than ninety (90) days thereafter, the Company shall hold a meeting of its stockholders to seek the Shareholder Approval. In connection with such meeting and any subsequent stockholder meetings, the Company shall provide each stockholder with a proxy statement in compliance with applicable Securities and Exchange Commission (the “SEC”) rules and regulations and shall use commercially reasonable efforts to solicit the approval of its stockholders of the Shareholder Approval and to cause its Board of Directors to recommend to the stockholders that they approve such proposal. If, despite the Company’s efforts, the Shareholder Approval is not obtained at the first stockholder meeting, the Company shall cause an additional stockholder meeting to be held semi-annually thereafter to seek Shareholder Approval until the earlier of (i) the date such Shareholder Approval is obtained and (ii) the date on which none of the Notes are outstanding. For the avoidance of doubt, if the Company is required to and fails to obtain Shareholder Approval, the Exchange Cap shall be applicable for all purposes of this Agreement and the transactions contemplated hereby at all times during the term of this Agreement. For purposes of this Agreement, “**Shareholder Approval**” means such approval as may be required by the applicable rules and regulations of the Principal Trading Market (or any successor entity) from the shareholders of the Company with respect to the transactions contemplated by the Loan Documents, including (a) the issuance of all of the Conversion Shares or Shares in excess of 19.99% of the issued and outstanding Common Stock on the Closing Date and (b) any subsequent issuance(s) of the Shares of Conversion Shares in excess of 19.99% of the issued and outstanding Common Stock as a consequence of any corporate action including the implementation of a reverse stock split.

(c) The Company shall not issue any Conversion Shares pursuant to this Agreement and the transactions contemplated hereby if such issuance would reasonably be expected to result in (A) violation of the Securities Act or (B) breach of the rules of the Principal Trading Market. The provisions of this Section 3.12 shall be implemented in a manner otherwise than in strict conformity with the terms of this Section 3.12 only if necessary to ensure compliance with the Securities Act and the applicable rules of the Trading Market. The limitations contained in this Section 3.12 may not be waived by the Company or the Purchaser.

### 4. Representations and Warranties of the Purchasers.

Each Purchaser hereby represents and warrants to, and agrees with, the Company, severally and not jointly, that the following is true and complete as of the Effective Date and the Closing Date:

4.1 Purchase for Own Account. Each Purchaser understands that the Notes, the Warrants, the Conversion Shares and the Shares (collectively, the “**Securities**”), have not been registered under the Securities Act on the basis that no distribution or public offering of the stock of the Company is to be effected. Each Purchaser realizes that the basis for the exemption may not be present if, notwithstanding its representations, each Purchaser has a present intention of acquiring the Securities for a fixed or determinable period in the future, selling (in connection with a distribution or otherwise), granting any participation in, or otherwise distributing the Securities. Each Purchaser represents that it is acquiring the Securities solely for its own account and beneficial interest for investment and not for sale or with a view to distribution of the Securities or any part thereof, has no present intention of selling (in connection with a distribution or otherwise), granting any participation in, or otherwise distributing the same, and does not presently have reason to anticipate a change in such intention.

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4.2 Information and Sophistication. Without lessening or obviating the representations and warranties of the Company set forth in Section 3, each Purchaser hereby: (i) acknowledges that it has received all the information it has requested from the Company and it considers necessary or appropriate for deciding whether to acquire the Securities, (ii) represents that it has had an opportunity to ask questions and receive answers from the Company regarding the terms and conditions of the offering of the Securities and to obtain any additional information necessary to verify the accuracy of the information given to each Purchaser and (iii) further represents that it has such knowledge and experience in financial and business matters that it is capable of evaluating the merits and risk of this investment.

4.3 Ability to Bear Economic Risk. Each Purchaser acknowledges that investment in the Securities involves a high degree of risk, and represents that it is able, without materially impairing its financial condition, to hold the Securities for an indefinite period of time and to suffer a complete loss of its investment.

4.4 Rule 144. Each Purchaser is aware that none of the Securities may be sold pursuant to Rule 144 adopted under the Securities Act unless certain conditions are met, including, among other things, the existence of a public market for the shares, the availability of certain current public information about the Company, the resale following the required holding period under Rule 144 and the number of shares being sold during any three month period not exceeding specified limitations. The Purchaser is aware that the conditions for resale set forth in Rule 144 have not been satisfied as of the Effective Date.

4.5 Accredited Investor Status. Each Purchaser is an “Accredited Investor” as such term is defined in Rule 501 under the Securities Act.

4.6 Further Limitations on Disposition. Without in any way limiting the representations set forth above, each Purchaser further agrees not to make any disposition of all or any portion of the Securities unless and until:

(a) There is then in effect a Registration Statement under the Securities Act covering such proposed disposition and such disposition is made in accordance with such Registration Statement; or

(b) Such Purchaser shall have notified the Company of the proposed disposition and shall have furnished the Company with a detailed statement of the circumstances surrounding the proposed disposition, and if reasonably requested by the Company, such Purchaser shall have furnished the Company with an opinion of counsel, reasonably satisfactory to the Company, that such disposition will not require registration under the Securities Act or any applicable state securities laws.

(c) Notwithstanding the provisions of paragraphs (a) and (b) above, no such registration statement or opinion of counsel shall be necessary for a transfer by a Purchaser to (i) any shareholder, partner, retired partner, member or former member of such Purchaser for no additional consideration, (ii) any affiliate, including affiliated funds, for no additional consideration or (iii) transfers by gift, will or intestate succession to any spouse or lineal descendants or ancestors, if all transferees agree in writing to be subject to the terms hereof to the same extent as if they were the Purchaser hereunder.

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## 5. Events of Default; Remedies.

5.1 Events of Default. Each of the following shall constitute an event of default (each, an **“Event of Default”**) under this Agreement and the other Loan Documents:

(a) The Company shall fail to pay (i) when due any principal or interest payment on the due date hereunder or (ii) any other payment required under the terms of the Notes or any other Loan Documents on the date due and such payment shall not have been made within five (5) days of the Company’s receipt of a Purchaser’s written notice to the Company of such failure to pay;

(b) Any representation or warranty made by the Company in any of the Loan Documents shall prove, when given, to be false or misleading in any material respect;

(c) The Company shall fail to observe or perform any other covenant, obligation, condition or agreement contained in the Loan Documents (other than those specified in Section 5.1(a)) and (i) such failure shall continue for 15 days, or (ii) if such failure is not curable within such 15-day period, but is reasonably capable of cure within 30 days, either (A) such failure shall continue for 30 days or (B) the Company shall not have commenced a cure in a manner reasonably satisfactory to the applicable Purchaser within the initial 15-day period;

(d) The Company files any petition or action for relief under any bankruptcy, reorganization, insolvency or moratorium law or any other law for the relief of, or relating to, debtors, now or hereafter in effect, or makes any general assignment for the benefit of creditors or takes any corporate action in furtherance of any of the foregoing;

(e) An involuntary petition is filed against the Company (unless such petition is dismissed or discharged within thirty (30) days) under any bankruptcy statute now or hereafter in effect, or a custodian, receiver, trustee, assignee for the benefit of creditors (or other similar official) is appointed to take possession, custody or control of any property of the Company; or

(f) The Company’s stockholders or Board of Directors affirmatively vote to liquidate, dissolve, or wind up the Company or the Company otherwise ceases to carry on its ongoing business operations.

5.2 Remedies. Upon the occurrence of any Event of Default and while it is continuing, all unpaid principal on the Notes, accrued and unpaid interest thereon and all other amounts owing under any of the Loan Documents shall, at the option of the applicable Purchaser, and, upon the occurrence of any Event of Default pursuant to Section 5.1(d), (e) or (f) above, automatically, be immediately due, payable and collectible by the applicable Purchaser pursuant to applicable law. In the event of any Event of Default, the Company shall pay all reasonable attorneys’ fees and costs incurred by such Purchaser in enforcing its rights under the Notes and the other Loan Documents and collecting any amounts due and payable under the Notes. No right or remedy conferred upon or reserved to the Purchasers under this Agreement is intended to be exclusive of any other right or remedy, and every right and remedy shall be cumulative and in addition to every other right and remedy given hereunder or now and hereafter existing under applicable law.

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## 6. Conditions to Closing.

6.1 Conditions to Purchasers’ Obligations at the Closing. The obligations of each Purchaser under the Loan Documents are subject to the fulfillment on or before each Closing of each of the following conditions, which may be waived in writing by the Requisite Purchasers:

(a) Representations and Warranties. The representations and warranties of the Company contained in Section 3 shall be true in all material respects on and as of each Closing with the same effect as though such representations and warranties had been made on and as of the date of such Closing.

(b) Performance. The Company shall have performed and complied in all material respects with all agreements, obligations, and conditions contained in the Loan Documents that are required to be performed or complied with by it on or before each Closing.

(c) Qualifications. All authorizations, approvals, or permits, if any, of any governmental authority or regulatory body of the United States or of any state that are required in connection with the lawful issuance and sale of the Note, the Warrant, the Conversion Shares and the Shares shall be duly obtained and effective as of each Closing.

(d) Proceedings and Documents. All corporate and other proceedings in connection with the transactions contemplated at each Closing and all documents incident thereto shall be reasonably satisfactory in form and substance to the Purchaser’s counsel, which shall have received all such counterpart original and certified copies of such documents as it may reasonably request.

(e) Loan Documents. The Company shall have duly executed and delivered to the Purchasers the following documents:

(i) This Agreement; and

(ii) Each Note and Warrant issued hereunder.

6.2 Conditions to Obligations of the Company. The obligations of the Company under the Loan Documents are subject to the fulfillment on or before each Closing of each of the following conditions, which may be waived in writing by the Company:

(a) Representations and Warranties. The representations and warranties made by the Purchasers in Section 4 shall be true on and as of each Closing with the same effect as though such representations and warranties had been made on and as of the date of such Closing.

(b) Qualifications. All authorizations, approvals, or permits, if any, of any governmental authority or regulatory body of the United States or of any state that are required in connection with the lawful issuance and sale of the Notes, the Warrants, the Conversion Shares and the Shares shall be duly obtained and effective as of each Closing.

(c) Purchase Price. Each Purchaser shall have delivered to the Company their respective Loan Amount (as set forth on Exhibit A attached hereto) in respect of the Notes and the Warrants.

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7. Miscellaneous.

7.1 Binding Agreement. The terms and conditions of this Agreement shall inure to the benefit of and be binding upon the respective successors and assigns of the parties. Nothing in this Agreement, expressed or implied, is intended to confer upon any third party any rights, remedies, obligations, or liabilities under or by reason of this Agreement, except as expressly provided in this Agreement.

7.2 Governing Law. The terms of this Agreement shall be construed in accordance with the laws of the State of Delaware, as applied to contracts entered into by Delaware residents within the State of Delaware, and to be performed entirely within the State of Delaware.

7.3 Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

7.4 Titles and Subtitles. The titles and subtitles used in this Agreement are used for convenience only and are not to be considered in construing or interpreting this Agreement.

7.5 Notices. All notices required or permitted hereunder shall be in writing and shall be deemed effectively given: (a) upon personal delivery to the party to be notified, (b) five (5) days after having been sent by registered or certified mail, return receipt requested, postage prepaid, (c) one (1) day after deposit with a nationally recognized overnight courier, specifying next day delivery, with written verification of receipt or (d) when transmitted by facsimile or electronic mail and receipt is acknowledged during normal business hours, and if not, the next business day after transmission.

7.6 Amendment; Modification; Waiver. No amendment, modification or waiver of any provision of this Agreement or consent to departure therefrom shall be effective unless in writing and approved by the Company and the Requisite Purchasers. Any amendment or waiver effected in accordance with this Section 7.6 shall be binding upon each Purchaser and/or holder of any Notes at the time outstanding, each future holder of such securities, and the Company.

7.7 Severability. If one or more provisions of this Agreement are held to be unenforceable under applicable law, such provision shall be excluded from this Agreement and the balance of the Agreement shall be interpreted as if such provision were so excluded and shall be enforceable in accordance with its terms.

7.8 Entire Agreement. This Agreement, the Exhibits hereto, and the Loan Documents constitute the full and entire understanding and agreement between the parties with regard to the subjects hereof and no party shall be liable or bound to any other party in any manner by any representations, warranties, covenants and agreements except as specifically set forth herein and therein.

7.9 Finder's Fee. The Purchasers shall not be obligated for any finder's fee in connection with this transaction.

7.10 Expenses. The Company and the Purchasers shall pay their own costs and expenses incurred with respect to the negotiation, execution, delivery and performance of this Agreement.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the parties hereto have executed this Note and Warrant Purchase Agreement as of the day and year first written above.

**COMPANY:**

**PARTS ID, INC.**

By: /s/ John Pendleton  
Name: John Pendleton  
Title: Interim Chief Executive Officer,  
Executive Vice President, Corporate &  
Legal Affairs

**PURCHASERS:**

**2642186 ONTARIO INC.**

By: /s/ Matthew Kurtin  
Name: Matthew Kurtin  
Title: Authorized Signatory

**LIMESTONE DEVELOPMENT CORPORATION**

By: /s/ Morris Kansun  
Name: Morris Kansun  
Title: Director

By: /s/ Lev Peker  
Name: Lev Peker

By: /s/ Edwin J. Rigaud  
Name: Edwin J. Rigaud

**SCHEDULE 3.10**

The information described under the heading “Legal Matters” in Note 5 to the Company’s Consolidated Financial Statements included in the Company’s Annual Report on Form 10-K for the fiscal year ended December 31, 2021, filed with the SEC on March 14, 2022, is incorporated herein by reference.

The information described in in Note 6 – Commitments and Contingencies to the Company’s Condensed Consolidated Financial Statements included in the Company’s Quarterly Report on Form 10-Q for the quarter ended September 30, 2022, filed with the SEC on November 9, 2022, is incorporated herein by reference.

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**SCHEDULE 3.11**

Pursuant to the terms of (i) the Loan and Security Agreement, dated as of October 21, 2022, by and among the Company, its subsidiaries, JGB Collateral, LLC, a Delaware limited liability company (the “Agent”) and certain lenders party thereto (the “Lenders”), as amended by that certain Amendment to Loan and Security Agreement, dated as of February 22, 2023 (the “Loan and Security Agreement”), and (ii) the Amended and Restated Intellectual Property Security Agreement, dated as of February 22, 2023, by and among the Company, the Agent and the Lenders, the Company has granted a senior security interest in all of Company’s right, title, and interest in, to and under all of Company’s property (inclusive of intellectual property), except as set forth below.

The holder of the Permitted Litigation Indebtedness (as defined in the Loan and Security Agreement), if and when outstanding, shall have a senior security interest in the Existing Commercial Tort Claim (as defined in the Loan and Security Agreement).

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**EXHIBIT A**

**SCHEDULE OF PURCHASERS**

<b>NAME</b>	<b>LOAN AMOUNT</b>	<b>NUMBER OF WARRANTS TO PURCHASE SHARES OF COMMON STOCK</b>
2642186 Ontario Inc.	\$ 2,000,000	400,000
Limestone Development Corporation	\$ 250,000	50,000
Lev Peker	\$ 250,000	50,000
Edwin J. Rigaud	\$ 400,000	80,000
<b>Total</b>	<b>\$ 2,900,000</b>	<b>580,000</b>

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**EXHIBIT B**

**FORM OF JUNIOR SECURED  
CONVERTIBLE PROMISSORY NOTE**

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**EXHIBIT C**

**FORM OF WARRANT**

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NEITHER THIS CONVERTIBLE PROMISSORY NOTE, NOR THE SECURITIES ISSUABLE UPON CONVERSION OF THIS NOTE, HAVE BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "ACT"), OR THE SECURITIES LAWS OF ANY STATE. NO SALE OR DISPOSITION MAY BE EFFECTED EXCEPT IN COMPLIANCE WITH RULE 144 UNDER THE ACT OR AN EFFECTIVE REGISTRATION STATEMENT RELATED THERETO OR AN APPLICABLE EXEMPTION THEREFROM.

THIS PROMISSORY NOTE IS SUBORDINATED TO ANY PRESENT OR FUTURE INDEBTEDNESS OWING FROM THE MAKER TO JGB CAPITAL, LP, JGB PARTNERS, LP AND JGB (CAYMAN) GLENEGEDALE LTD. AND THEIR RESPECTIVE SUCCESSORS AND ASSIGNS PURSUANT TO THE TERMS SET FORTH IN SECTION 9 HEREIN.

### JUNIOR SECURED CONVERTIBLE PROMISSORY NOTE

\$[ ]

March 6, 2023

For value received, PARTS iD, Inc., a Delaware corporation ("**Company**"), hereby promises to pay to the order of [ ] ("**Purchaser**"), the principal sum of [ ] Dollars (\$[ ]) with interest accruing on the outstanding principal amount of this junior secured convertible promissory note (this "**Note**") at the rate of seven and three-fourths percent (7.75%) per annum, compounded semi-annually, computed on the actual number of days elapsed based on a 365-day year. Interest shall commence with the date hereof and shall continue accruing on the outstanding principal until paid in full or otherwise converted or redeemed pursuant to the terms herein.

#### 1. Payment: Maturity.

1.1 This Note is one in a series of similar junior secured convertible promissory notes (collectively, the "**Notes**") issued pursuant to the terms of that certain Note Purchase Agreement, dated as of March 6, 2023, by and among the Company and the persons and entities listed on the Schedule of Purchasers attached thereto as Exhibit A, as the same may be amended from time to time (the "**Purchase Agreement**"). Capitalized terms used herein and not otherwise defined herein shall have the respective meanings given to them in the Purchase Agreement or other Loan Documents (as defined in the Purchase Agreement).

1.2 At the Company's election (in its sole discretion), interest accrued on this Note shall be payable by the Company in accordance with the terms described herein either by (i) adding such accrued interest to the outstanding principal balance under this Note (a "**PIK Interest Payment**") or (ii) paying such accrued interest in cash. The Company shall make a record on its books of the increase in the outstanding principal balance of this Note, if any, as a result of any PIK Interest Payment and no separate Note will be issued with respect to such increase.

1.3 All payments of interest and principal in cash shall be in lawful money of the United States of America. All payments shall be applied first to unpaid accrued interest, and thereafter to principal of this Note. If any payments on this Note become due on a Saturday, Sunday or a public holiday under the laws of the State of Delaware, such payment shall be made on the next succeeding business day and such extension of time shall be included in computing interest in connection with such payment. Upon an Event of Default, all amounts of outstanding principal and accrued but unpaid interest of this Note shall be payable in accordance with Section 10 below. If not otherwise converted or redeemed earlier in accordance with the terms of Section 2 or 3 below or repaid in full, the outstanding principal and the accrued but unpaid interest of this Note (the "**Note Amount**") shall become fully due and payable upon March 6, 2025 (such date, the "**Maturity Date**").

#### 2. Conversion Prior to Maturity.

2.1 Automatic Conversion Upon Qualified Equity Financing. If, within 180 days of the date of this Note, the Company consummates a Qualified Equity Financing (as defined below), then the Note Amount, shall convert into New Securities (as defined below) sold at the first closing of such Qualified Equity Financing at a conversion price equal to the Note Amount divided by the offering price paid per security by the investors purchasing such New Securities for cash at such first closing of the Qualified Equity Financing, and otherwise on the same terms and conditions as given to the investors in the Qualified Equity Financing. For purposes of this Note, a "**Qualified Equity Financing**" shall mean the issuance and sale of equity securities or equity-linked securities (including, for the avoidance of doubt, any shares of the Company's common stock, preferred stock or any securities convertible into common stock or preferred stock, in a registered underwritten offering or private placement) (the "**New Securities**") to investors (whether in one transaction or series of related transactions) after the date hereof resulting in aggregate gross proceeds to the Company of at least Three Million Dollars (\$3,000,000), paid in cash and excluding conversion of (A) the Notes, including accrued but unpaid interest thereon, and (B) any other indebtedness of the Company, convertible promissory notes or similar instruments.

#### 3. Redemption/Prepayment Prior to Maturity.

3.1 Repayment Upon Change of Control. In the event the Company enters into a transaction that is not a Qualified Equity Financing and results in a Change of Control (as defined below) of the Company (a "**Company Sale**"), prior to the repayment or conversion of this Note, then, notwithstanding any provision in this Note to the contrary, in lieu of the then outstanding principal and interest that would otherwise be payable at such time pursuant to Section 1, the Company shall, prior to or otherwise in connection with the closing of such Company Sale, pay to the Purchaser an amount, payable in cash, equal to the Note Amount (including interest which would have accrued through the Maturity Date) at the closing of the Company Sale. "**Change of Control**" as used above, means (i) a transaction or series of related transactions in which any person or group becomes the beneficial owner of more than fifty percent (50%) of the outstanding voting securities entitled to elect the Company's board of directors, (ii) any reorganization, merger or consolidation of the Company, in which the outstanding voting security holders of the Company fail to retain at least a majority of such voting securities following such transaction or (iii) a sale, lease or other disposition of all or substantially all of the assets of the Company.

3.2 Redemption at the Company's Election. If, within 180 days of the date of this Note, this Note has not been converted in accordance with the terms of Sections 2.1 or 3.1 above, then the Company may elect, at its option and its sole discretion, to redeem this Note, in full or in part, and pay to the Purchaser the applicable Note Amount upon such redemption date.

4. Fraction Shares. No fractional shares of Company's capital stock will be issued upon conversion or redemption of this Note. In lieu of any fractional share to which Purchaser would otherwise be entitled, Company will pay to Purchaser in cash the amount of the unconverted or unredeemed principal and interest balance of this Note that would otherwise be converted into such fractional share.

5. Effect of Conversion/Redemption. Upon conversion or redemption of this Note pursuant to Section 2 or 3 above, Purchaser shall surrender this Note, duly endorsed, at the principal offices of Company. Upon conversion of this Note pursuant to Section 2, this Note will be deemed converted on the first closing of the Qualified Equity Financing (if converted pursuant to Section 2.1), the first closing of the Non-Qualified Equity Financing (if converted pursuant to Section 2.2, or the date that is immediately prior to the close of business on the date of the surrender of this Note (if redeemed pursuant to Section 3.2). Before this Note shall be entitled to be converted pursuant to Sections 2, or 3 above, Purchaser shall execute and deliver to the Company a purchase agreement reasonably acceptable to the Company containing customary representations and warranties and

transfer restrictions reasonably acceptable to the Company. At its expense, Company will, as soon as practicable thereafter, issue and deliver to Purchaser, at Purchaser's address set forth in the Purchase Agreement or such other address requested by Purchaser, a certificate or certificates for the number of shares to which Purchaser is entitled upon such conversion (bearing such legends as are required by the Purchase Agreement, any other agreement entered into in connection with the any such conversion or applicable state and federal securities laws), together with a replacement Note (if any principal amount is not converted) and any other securities and property to which Purchaser is entitled upon such conversion under the terms of this Note, including a check payable to Purchaser for any cash amounts payable as a result of any fractional shares as described herein.

## 6. Compliance with Rules of Trading Market.

6.1 Exchange Cap. Notwithstanding anything herein to the contrary, if the Company has not obtained Shareholder Approval, then the Company may not issue, upon conversion of this Note, the payment of any Interest Shares, or the payment of any redemption in shares of common stock or otherwise, a number of shares of common stock, which, when aggregated with any shares of common stock issued in connection with any other related transactions that may be considered part of the same series of transactions, would exceed the Exchange Cap (as defined in the Purchase Agreement).

6.2 Shareholder Approval. In the event the Company is prohibited from issuing any shares of common stock pursuant to Section 6.1 above (an "Exchange Cap Share Failure" and such number of shares of common stock that is determined to be unavailable for issuance upon the conversion or redemption of this Note, the Exchange Cap Excess Shares"), then the Company shall, as soon as practicable after the date of occurrence of such Exchange Cap Share Failure, but in no event later than one hundred and twenty (120) days thereafter, hold a meeting of its stockholders to seek the Shareholder Approval. In connection with such meeting and any subsequent stockholder meetings, the Company shall provide each stockholder with a proxy statement in compliance with applicable Securities and Exchange Commission (the "SEC") rules and regulations and shall use its best efforts to solicit the approval of its stockholders of the Shareholder Approval and to cause its board of directors to recommend to the stockholders that they approve such proposal. If, despite the Company's best efforts, the Shareholder Approval is not obtained at the first stockholder meeting, the Company shall cause an additional stockholder meeting to be held semi-annually thereafter to seek Shareholder Approval until the earlier of (i) the date such Shareholder Approval is obtained and (ii) the date on which the Note is no longer outstanding. In the event the Company is prohibited from issuing shares of common stock pursuant to the conversion this Note, the payment of any Interest Shares, the payment of any redemption in shares of common stock or otherwise, due to the Exchange Cap, and the Company fails to obtain Shareholder Approval as required by this Section 6.2, then, in exchange for the cancellation of such portion of this Note, interest or other amounts convertible into such Exchange Cap Excess Shares, the Company shall pay cash to the Purchaser at a price equal to the product of (A) such number of Exchange Cap Excess Shares and (B) the closing sale price of the Company's common stock on such date. For the avoidance of doubt, if the Company is required to and fails to obtain Shareholder Approval, the Exchange Cap shall be applicable for all purposes of this Note.

## 7. Reservation of Authorized Shares.

7.1 Reservation. So long as this Note remains outstanding, the Company shall at all times reserve a number of shares equal to at least the Exchange Cap (the "Required Reserve Amount").

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7.2 Insufficient Authorized Shares. If, notwithstanding Section 7.1 above, and not in limitation thereof, at any time while this Note remains outstanding the Company does not have a sufficient number of authorized and unreserved shares of common stock to satisfy its obligation to reserve for issuance upon conversion or redemption of this Note at least a number of shares of common stock equal to the Required Reserve Amount (an "Authorized Share Failure"), then the Company shall immediately take all action necessary to increase the Company's authorized shares of common stock to an amount sufficient to allow the Company to reserve the Required Reserve Amount for the Notes then outstanding. Without limiting the generality of the foregoing sentence, as soon as practicable after the date of the occurrence of an Authorized Share Failure, but in no event later than one hundred and twenty (120) days after the occurrence of such Authorized Share Failure, the Company shall hold a meeting of its stockholders for the approval of an increase in the number of authorized shares of Common Stock. In connection with such meeting, the Company shall provide each stockholder with a proxy statement and shall use its best efforts to solicit its stockholders' approval of such increase in authorized shares of Common Stock and to cause its board of directors to recommend to the stockholders that they approve such proposal. In the event that the Company is prohibited from issuing shares of common stock pursuant to the terms of this Note due to the failure by the Company to have sufficient shares of common stock available out of the authorized but unissued shares of Common Stock (such unavailable number of shares of Common Stock, the "Authorized Failure Shares"), in lieu of delivering such Authorized Failure Shares to the Purchaser, the Company shall pay cash in exchange for the redemption of such portion of the Note Amount convertible into such Authorized Failure Shares at a price equal to the sum of (i) the product of (x) such number of Authorized Failure Shares and (y) the 10-day trailing VWAP of the closing sale price of the Company's common stock immediately prior to the date of such issuance and payment under this Section 7; and (ii) to the extent the Purchaser purchases (in an open market transaction or otherwise) shares of common stock to deliver in satisfaction of a sale by the Purchaser of Authorized Failure Shares, any brokerage commissions and other out-of-pocket expenses, if any, of the Purchaser incurred in connection therewith. Nothing contained in this Section 7 shall limit any obligations of the Company under any provision of the Purchase Agreement.

## 8. Security Interest.

8.1 Obligations Secured. As security for the payment and performance of the obligations representing the indebtedness evidenced by this Note, the Company hereby grants to Purchaser a continuing security interest in all of the Company's right, title and interest in and to all of the assets of the Company (the "Collateral"). The security interest granted to Purchaser hereunder (i) shall be junior and subordinate in accordance with the provisions of Section 9 below; and (ii) secures payment and performance of all obligations of the Company to the Purchaser under this Note, including all unpaid principal, all interest accrued thereon, and all other amounts payable by Borrower to Lender under this Note whether due or to become due, absolute or contingent, liquidated or unliquidated, determined or undetermined, including any interest that accrues after the commencement of an Insolvency Proceeding. As used herein, "Insolvency Proceeding" means any proceeding commenced, by the filing of a petition for relief, by or against any person under the United States Bankruptcy Code, as amended, or under any other bankruptcy or insolvency law, including assignments for the benefit of creditors.

8.2 Authorization to File Financing Statement. The Company shall file, as applicable, a UCC-1 financing statement describing the Collateral with the office of the Secretary of State of the State of Delaware to perfect the Purchaser's security interest hereunder.

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## 9. Subordination.

9.1 Definitions. For purposes of this Section 9, the following terms shall have the following meanings:

(a) "Obligors" means, collectively, Parts iD, Inc. and Parts iD, LLC, and each of them individually, is sometimes referred to herein as an "Obligor".

(b) "Senior Debt" means the principal of, premium, if any, interest (including interest, to the extent allowable, accruing subsequent to the filing of a petition initiating any proceeding under any state, federal or foreign bankruptcy law, whether or not a claim for post-petition interest is allowable as a claim in any such proceeding) with respect to or in connection with, and all fees, costs, expenses, reimbursement amounts, indemnities and other amounts accrued or due on or in connection with, the Loan and Security Agreement (the "Senior Loan Agreement"), dated October 21, 2022, as amended on February 22, 2023, by and among (x) Parts iD, Inc. and Parts iD, LLC, as borrowers, (y) JGB Capital, LP, JGB Partners, LP and JGB (Cayman) Glenegedale Ltd., as noteholders (collectively the "Senior Lenders"), and (z) JGB Collateral, LLC, as

collateral agent for the Senior Lenders (the “**Senior Agent**”).

(c) “**Senior Liens**” means the liens and security interests in the property and assets of the Obligors securing the Senior Debt, including, without limitation, the liens and security interests of the Senior Agent in the assets of the Obligors pursuant to the Senior Loan Agreement.

(d) “**Subordinated Debt**” means all obligations of the Company now or hereafter existing under or in connection with this Note, whether for principal, interest (including, without limitation, interest, to the extent allowable, accruing subsequent to the filing of a petition initiating any proceeding under any state, federal or foreign bankruptcy law, whether or not a claim for post-petition interest is allowable as a claim in any such proceeding), fees, costs, expenses, indemnities or otherwise.

#### 9.2 Subordination to Senior Loan Agreement.

(a) The Obligors agree, and Purchaser also agrees, that the Subordinated Debt is and shall be subordinate to the prior payment in full in cash of the Senior Debt, and that such subordination is for the benefit of and enforceable by the Senior Lenders and the Senior Agent. Purchaser will not demand or receive from any Obligor (and no Obligor will pay to Purchaser) all or any part of the Subordinated Debt, by way of payment, prepayment, setoff, lawsuit or otherwise, whether in cash or in kind, nor will Purchaser exercise any remedy with respect to the Subordinated Debt, nor will Purchaser commence, or cause to commence, prosecute or participate in any administrative, legal or equitable action against any Obligor, for so long as any portion of the Senior Debt remains outstanding.

(b) Purchaser subordinates to Senior Agent any security interest or lien that Purchaser may have in any property of any Obligor (it being agreed that Purchaser does not have, and Purchaser shall not seek or obtain, any security interest or lien in any property of any Obligor). Purchaser hereby (a) acknowledges and consents to the Senior Liens, (b) acknowledges and agrees that Senior Debt and the Senior Liens shall be permitted under the provisions of this Note, (c) acknowledges, agrees and covenants that it shall not contest, challenge or dispute the validity, attachment, perfection, priority or enforceability of the Senior Debt or any Senior Liens, and (d) acknowledges and agrees that the provisions of this Note will apply fully and unconditionally even in the event that the Senior Liens shall be unperfected. In the event that Purchaser obtains any lien or security interest in respect of any assets or property of the Company or any other such lien or security interest shall be subordinated to the Senior Liens.

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(c) The Senior Lenders and the Senior Agent shall first be entitled to receive payment in full of all amounts due on or in respect of the Senior Debt (including interest after commencement of any bankruptcy proceeding at the rate specified in the Senior Loan Agreement) or provision shall be made for such amount in cash, or other payments satisfactory to the holders of Senior Debt, before Purchaser shall be entitled to receive any payment with respect to the Subordinated Debt, in the event of any distribution to creditors of any Obligor in (a) any liquidation or dissolution of any Obligor; (b) any bankruptcy, reorganization, insolvency, receivership or similar proceeding relating to an Obligor or its property; (c) any assignment by an Obligor for the benefit of its creditors; or (d) any marshalling of an Obligor’s assets and liabilities.

(d) Without limiting the generality of the foregoing, no Obligor shall make any payment in respect of the Subordinated Debt if an event of default on the Senior Debt occurs and is continuing (whether or not the maturity of the Senior Debt of the Company has been accelerated due to the occurrence of such of default) (a “**Senior Default**”).

(e) The provisions of this Section 9 shall continue to be effective or be reinstated, as the case may be, if at any time any payment of any of the Senior Debt is rescinded or must otherwise be returned by Senior Lender upon the insolvency, bankruptcy or reorganization of an Obligor or otherwise, all as though such payment had not been made.

(f) No failure or delay by Senior Lender or Senior Agent to exercise any of its rights and remedies under this Section shall constitute a waiver thereof; nor shall any partial exercise of any right or remedy preclude any further exercise of such right or of any other right. The remedies herein are cumulative and not exclusive of any remedies provided by law.

(g) Purchaser understands and agrees that at any time and from time to time, without notice to Purchaser, the Senior Lenders may take such actions with respect to the Senior Debt as the Senior Lenders in their sole discretion, may deem appropriate, including, without limitation, increasing the principal amount of the Senior Debt, extending the time of payment, increasing applicable interest rates, renewing, compromising or otherwise amending the terms of any documents affecting the Senior Debt and the Senior Liens, and enforcing or failing to enforce any rights against any Obligor or any other person. No such action or inaction shall impair or otherwise affect the obligations of Purchaser, or the rights and remedies of Senior Lenders and Senior Agent, hereunder.

(h) The Purchaser and the Obligors agree that the Senior Lenders and the Senior Agent are express third party beneficiaries of this Section 9 and the Senior Lenders and the Senior Agent shall have the right to enforce the provisions of this Section 9 against the Purchaser and the Obligors. Notwithstanding anything contained herein to the contrary, no amendment, modification or waiver of the provisions of this Section 9 shall be effective unless set forth in a written instrument executed by the Senior Agent and the Senior Lenders.

9.3 Subordination to Litigation Funding Sources. Notwithstanding Section 9.2 above, the Subordinated Debt is hereby expressly subordinated in right of payment to the prior payment in full of all of the Permitted Litigation Indebtedness (as defined in the Senior Loan Agreement), if and when outstanding, but shall rank senior to all other unsecured indebtedness obligations of the Company existing on the date hereof that is not Senior Debt, excluding accounts payable incurred in the ordinary course of business.

10. Incorporation of Terms. The representations and warranties and rights and obligations of transfer and assignment of Purchaser that are set forth in Section 4 of the Purchase Agreement are hereby made a part of this Note and incorporated herein by this reference.

11. Default; Remedies. The occurrence of any Event of Default described in Section 5 of the Purchase Agreement shall be an Event of Default hereunder and the remedies described in Section 5 of the Purchase Agreement shall be the remedies available hereunder.

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12. No Impairment. Subject to the terms and conditions hereof, the obligation of the Company to pay to the Purchaser the principal hereof and interest hereon as and when the same become due and payable shall remain unimpaired, and, subject to the terms and conditions hereof, nothing shall prevent the holder of this Note, upon default hereunder, from exercising all rights, powers and remedies otherwise provided herein or by applicable law.

13. Waiver; Payment of Fees and Expenses. Company waives presentment and demand for payment, notice of dishonor, protest and notice of protest of this Note, and shall pay all costs of collection when incurred, including, without limitation, reasonable attorneys’ fees, costs and other expenses. The right to plead any and all statutes of limitations as a defense to any demands hereunder is hereby waived to the full extent permitted by law. No delay by Purchaser shall constitute a waiver, election or acquiescence by it.

14. Cumulative Remedies. Purchaser’s rights and remedies under this Note and the other Loan Documents shall be cumulative. Purchaser shall have all other rights and remedies not inconsistent herewith as provided under the Uniform Commercial Code, by law or in equity. No exercise by Purchaser of one right or remedy shall be deemed an election, and no waiver by Purchaser of any Event of Default shall be deemed a continuing waiver of such Event of Default or the waiver of any other Event of Default.

15. Miscellaneous

15.1 Governing Law. The terms of this Note shall be construed in accordance with the laws of the State of Delaware, as applied to contracts entered into by Delaware residents within the State of Delaware, and to be performed entirely within the State of Delaware.

15.2 Successors and Assigns; Assignment. The terms and conditions of this Note shall inure to the benefit of and be binding upon the respective successors and assigns of the parties. The Company may not assign this Note or delegate any of its obligations hereunder without the written consent of the Requisite Purchasers. Purchaser may not assign this Note and its rights hereunder without the prior written consent of Company.

15.3 Titles and Subtitles. The titles and subtitles used in this Note are used for convenience only and are not to be considered in construing or interpreting the Note.

15.4 Notices. All notices required or permitted hereunder shall be in writing and shall be given in the manner and to the addresses set forth in the Purchase Agreement.

15.5 Amendment; Modification; Waiver. No term of this Note may be amended, modified or waived without the written consent of the Company and Requisite Purchasers; provided, however, that no such amendment, waiver or consent shall: (i) reduce the principal amount of this Note without Purchaser's written consent, or (ii) reduce the rate of interest of this Note without Purchaser's written consent. Any amendment or waiver effected in accordance with this Section 15.5 shall be binding upon the Company, all holders of the Notes, and each transferee of the Notes. By acceptance hereof, Purchaser acknowledges that in the event the required consent is obtained, any term of this Note may be amended or waived with or without the consent of Purchaser.

15.6 Usury. In the event any interest is paid on this Note which is deemed to be in excess of the then legal maximum rate, then that portion of the interest payment representing an amount in excess of the then legal maximum rate shall be deemed a payment of principal and applied against the principal of this Note.

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15.7 Counterparts; Electronic Signature. This Note may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. This Note may be executed and delivered via facsimile, electronic mail (including pdf or any electronic signature complying with the U.S. federal E-SIGN Act of 2000, e.g., www.docuSign.com) or other transmission method and any signature page so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes.

15.8 Lost Documents. Upon receipt by the Company of evidence reasonably satisfactory to it of the loss, theft, destruction or mutilation of this Note or any note exchanged for it, and an indemnity agreement reasonably satisfactory to the Company (in case of loss, theft or destruction) or surrender and cancellation of such note (in the case of mutilation), the Company, at its own expense, will make and deliver in lieu of such note a new note of like tenor and unpaid principal amount and dated as of the date to which interest has been paid on the unpaid principal amount of the note in lieu of which such new note is made and delivered.

15.9 Invalidity. If any provision of this Note is invalid, illegal or unenforceable, the balance of this Note shall remain in effect, and if any provision is inapplicable to any person or circumstance, it shall nevertheless remain applicable to all other persons and circumstances. In such an event, the parties will in good faith attempt to effect the business agreement represented by such invalidated term to the fullest extent permitted by law.

[SIGNATURE PAGE TO FOLLOW]

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IN WITNESS WHEREOF, the parties hereto have executed this Junior Secured Convertible Promissory Note as of the day and year first written above.

**PARTS ID, INC.**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

AGREED TO AND ACCEPTED:

[NAME OF ENTITY PURCHASER]

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

[NAME OF INDIVIDUAL PURCHASER]

\_\_\_\_\_

NEITHER THIS SECURITY NOR THE SECURITIES FOR WHICH THIS SECURITY IS EXERCISABLE HAVE BEEN REGISTERED WITH THE SECURITIES AND EXCHANGE COMMISSION OR THE SECURITIES COMMISSION OF ANY STATE IN RELIANCE UPON AN EXEMPTION FROM REGISTRATION UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), AND, ACCORDINGLY, MAY NOT BE OFFERED OR SOLD EXCEPT PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT UNDER THE SECURITIES ACT OR PURSUANT TO AN AVAILABLE EXEMPTION FROM, OR IN A TRANSACTION NOT SUBJECT TO, THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT AND IN ACCORDANCE WITH APPLICABLE STATE SECURITIES LAWS. THIS SECURITY AND THE SECURITIES ISSUABLE UPON EXERCISE OF THIS SECURITY MAY BE PLEDGED IN CONNECTION WITH A BONA FIDE MARGIN ACCOUNT OR OTHER LOAN SECURED BY SUCH SECURITIES.

**COMMON STOCK PURCHASE WARRANT  
PARTS iD, INC.**

Warrant Shares:

Issue Date: March 6, 2023

Initial Exercise Date: 6, 2023

THIS COMMON STOCK PURCHASE WARRANT (the "Warrant") certifies that, for value received, [ ] or its assigns (the "Holder") is entitled, upon the terms and subject to the limitations on exercise and the conditions hereinafter set forth, at any time on or after the date set forth above (the "Initial Exercise Date") and on or prior to 5:00 p.m. (New York City time) on March 6, 2028 (the "Termination Date") but not thereafter, to subscribe for and purchase from Parts iD, Inc., a Delaware corporation (the "Company"), up to [ ] shares (as subject to adjustment hereunder, the "Warrant Shares") of the Company's Common Stock. The purchase price of one share of Common Stock under this Warrant shall be equal to the Exercise Price, as defined in Section 2(b).

Section 1. Definitions. In addition to the terms defined elsewhere in this Warrant, the following terms have the meanings indicated in this Section 1:

"Affiliate" means any Person that, directly or indirectly through one or more intermediaries, controls or is controlled by or is under common control with a Person, as such terms are used in and construed under Rule 405 under the Securities Act.

"Board of Directors" means the board of directors of the Company.

"Business Day" means any day other than a Saturday or a Sunday on which commercial banking institutions are not required or authorized to be closed in New York, New York.

"Commission" means the United States Securities and Exchange Commission.

"Common Stock" means the common stock of the Company, par value \$0.001 per share, and any other class of securities into which such securities may hereafter be reclassified or changed.

"Common Stock Equivalents" means any securities of the Company or the Subsidiaries which would entitle the holder thereof to acquire at any time shares of Common Stock, including, without limitation, any debt, preferred stock, right, option, warrant or other instrument that is at any time convertible into or exercisable or exchangeable for, or otherwise entitles the holder thereof to receive, Common Stock.

"Exchange Act" means the Securities Exchange Act of 1934, as amended, and the rules and regulations promulgated thereunder.

"Person" means an individual or corporation, partnership, trust, incorporated or unincorporated association, joint venture, limited liability company, joint stock company, government (or an agency or subdivision thereof) or other entity of any kind.

"Purchase Agreement" means that certain Note and Warrant Purchase Agreement, dated as of the date hereof, by and between the Company and the Purchasers party thereto.

"Securities Act" means the Securities Act of 1933, as amended, and the rules and regulations promulgated thereunder.

"Subsidiary" means any direct or indirect subsidiary of the Company formed or acquired after the date hereof.

"Trading Day" means a day on which the Common Stock is traded on a Trading Market and, if the Common Stock is not traded on a Trading Market, a Business Day.

"Trading Market" means any of the following markets or exchanges on which the Common Stock is listed or quoted for trading on the date in question: the NYSE American, the Nasdaq Capital Market, the Nasdaq Global Market, the Nasdaq Global Select Market or the New York Stock Exchange (or any successors to any of the foregoing).

"Transfer Agent" means Continental Stock Transfer & Trust Company, and any successor transfer agent of the Company.

"Warrants" means this Warrant collectively with the other Warrants issued pursuant to the Purchase Agreement.

"VWAP" means, for any date, the price determined by the first of the following clauses that applies: (a) if the Common Stock is then listed or quoted on a Trading Market, the daily volume weighted average price of the Common Stock for such date (or the nearest preceding date) on the Trading Market on which the Common Stock is then listed or quoted as reported by Bloomberg L.P. ("Bloomberg") (based on a Trading Day from 9:30 a.m. (New York City time) to 4:00 p.m. (New York City time)), (b) if the Common Stock is not then listed for trading on a Trading Market, the volume weighted average price of the Common Stock for such date (or the nearest preceding date) on OTCQB or OTCQX as applicable, (c) if the Common Stock is not then listed or quoted for trading on OTCQB or OTCQX and if prices for the Common Stock are then reported on The Pink Open Market (or a similar organization or agency succeeding to its functions of reporting prices), the most recent bid price per share of the Common Stock so reported, or (d) in all other cases, the fair market value of a share of Common Stock as determined by an independent appraiser selected in good faith by the holders of a majority in interest of the Warrants then outstanding and reasonably acceptable to the Company, the fees and expenses of which shall be paid by the Company.

Section 2. Exercise.

a) Exercise of Warrant. Exercise of the purchase rights represented by this Warrant may be made, in whole or in part, at any time or times on or after the Initial Exercise Date and on or before the Termination Date by delivery to the Company of a duly executed facsimile copy or PDF copy submitted by e-mail (or e-mail attachment) of the Notice of Exercise in the form annexed hereto (the "Notice of Exercise"). Within the earlier of (i) two (2) Trading Days and (ii) the number of Trading Days comprising the Standard Settlement Period (as defined in Section 2(c)(i) herein) following the date of exercise as aforesaid, the Holder shall deliver the aggregate Exercise Price for the Warrant Shares specified in the applicable Notice of Exercise by wire transfer. No ink-original Notice of Exercise shall be required, nor shall any

medallion guarantee (or other type of guarantee or notarization) of any Notice of Exercise be required. Notwithstanding anything herein to the contrary, the Holder shall not be required to physically surrender this Warrant to the Company until the Holder has purchased all of the Warrant Shares available hereunder and the Warrant has been exercised in full, in which case, the Holder shall surrender this Warrant to the Company for cancellation within three (3) Trading Days of the date on which the final Notice of Exercise is delivered to the Company. Partial exercises of this Warrant resulting in purchases of a portion of the total number of Warrant Shares available hereunder shall have the effect of lowering the outstanding number of Warrant Shares purchasable hereunder in an amount equal to the applicable number of Warrant Shares purchased. The Holder and the Company shall maintain records showing the number of Warrant Shares purchased and the date of such purchases. The Company shall deliver any objection to any Notice of Exercise within one (1) Trading Day of receipt of such notice. **The Holder and any assignee, by acceptance of this Warrant, acknowledge and agree that, by reason of the provisions of this paragraph, following the purchase of a portion of the Warrant Shares hereunder, the number of Warrant Shares available for purchase hereunder at any given time may be less than the amount stated on the face hereof.**

b) Exercise Price. The exercise price per share of Common Stock under this Warrant shall be \$0.50, subject to adjustment hereunder (the “Exercise Price”).

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c) Mechanics of Exercise.

i. Delivery of Warrant Shares Upon Exercise. The Company shall cause the Warrant Shares purchased hereunder to be transmitted by the Transfer Agent to the Holder by crediting the account of the Holder’s or its designee’s balance account with The Depository Trust Company through its Deposit or Withdrawal at Custodian system (“DWAC”) if the Company is then a participant in such system and either (A) there is an effective registration statement permitting the resale of the Warrant Shares by the Holder or (B) the Warrant Shares are eligible for resale by the Holder without volume or manner of sale limitations pursuant to the Rule 144, and otherwise by physical delivery of a certificate, registered in the Company’s share register in the name of the Holder or its designee, for the number of Warrant Shares to which the Holder is entitled pursuant to such exercise to the address specified by the Holder in the Notice of Exercise by the date that is the earlier of (A) the earlier of (i) two (2) Trading Days and (ii) the number of days comprising the Standard Settlement Period, in each case after the delivery to the Company of the Notice of Exercise and (B) one (1) Trading Day after delivery of the aggregate Exercise Price to the Company (such date, the “Warrant Share Delivery Date”). Upon delivery of the Notice of Exercise, the Holder shall be deemed for all corporate purposes to have become the holder of record of the Warrant Shares with respect to which this Warrant has been exercised, irrespective of the date of delivery of the Warrant Shares, provided that payment of the aggregate Exercise Price is received by the Warrant Share Delivery Date. If the Company fails for any reason to deliver to the Holder the Warrant Shares subject to a Notice of Exercise by the Warrant Share Delivery Date, the Company shall pay to the Holder, in cash, as liquidated damages and not as a penalty, for each \$1,000 of Warrant Shares subject to such exercise (based on the VWAP of the Common Stock on the date of the applicable Notice of Exercise), \$10 per Trading Day (increasing to \$20 per Trading Day on the third Trading Day after the Warrant Share Delivery Date) for each Trading Day after such Warrant Share Delivery Date until such Warrant Shares are delivered or Holder rescinds such exercise. The Company agrees to maintain a transfer agent that is a participant in the FAST program so long as this Warrant remains outstanding and exercisable. As used herein, “Standard Settlement Period” means the standard settlement period, expressed in a number of Trading Days, on the Company’s primary Trading Market with respect to the Common Stock as in effect on the date of delivery of the Notice of Exercise.

ii. Delivery of New Warrants Upon Exercise. If this Warrant shall have been exercised in part, the Company shall, at the request of a Holder and upon surrender of this Warrant certificate, at the time of delivery of the Warrant Shares, deliver to the Holder a new Warrant evidencing the rights of the Holder to purchase the unpurchased Warrant Shares called for by this Warrant, which new Warrant shall in all other respects be identical with this Warrant.

iii. Rescission Rights. If the Company fails to cause the Transfer Agent to transmit to the Holder the Warrant Shares pursuant to Section 2(c)(i) by the Warrant Share Delivery Date, then the Holder will have the right to rescind such exercise.

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iv. Compensation for Buy-In on Failure to Timely Deliver Warrant Shares Upon Exercise. In addition to any other rights available to the Holder, if the Company fails to cause the Transfer Agent to transmit to the Holder the Warrant Shares in accordance with the provisions of Section 2(c)(i) above pursuant to an exercise on or before the Warrant Share Delivery Date (subject to receipt of the aggregate exercise price for the applicable exercise), and if after such date the Holder is required by its broker to purchase (in an open market transaction or otherwise) or the Holder’s brokerage firm otherwise purchases, shares of Common Stock to deliver in satisfaction of a sale by the Holder of the Warrant Shares which the Holder anticipated receiving upon such exercise (a “Buy-In”), then the Company shall (A) pay in cash to the Holder the amount, if any, by which (x) the Holder’s total purchase price (including brokerage commissions, if any) for the shares of Common Stock so purchased exceeds (y) the amount obtained by multiplying (1) the number of Warrant Shares that the Company was required to deliver to the Holder in connection with the exercise at issue times (2) the price at which the sell order giving rise to such purchase obligation was executed, and (B) at the option of the Holder, either reinstate the portion of the Warrant and equivalent number of Warrant Shares for which such exercise was not honored (in which case such exercise shall be deemed rescinded) or deliver to the Holder the number of shares of Common Stock that would have been issued had the Company timely complied with its exercise and delivery obligations hereunder. For example, if the Holder purchases Common Stock having a total purchase price of \$11,000 to cover a Buy-In with respect to an attempted exercise of shares of Common Stock with an aggregate sale price giving rise to such purchase obligation of \$10,000, under clause (A) of the immediately preceding sentence the Company shall be required to pay the Holder \$1,000. The Holder shall provide the Company written notice indicating the amounts payable to the Holder in respect of the Buy-In and, upon request of the Company, evidence of the amount of such loss. Nothing herein shall limit a Holder’s right to pursue any other remedies available to it hereunder, at law or in equity including, without limitation, a decree of specific performance and/or injunctive relief with respect to the Company’s failure to timely deliver shares of Common Stock upon exercise of the Warrant as required pursuant to the terms hereof.

v. No Fractional Shares or Scrip. No fractional shares or scrip representing fractional shares shall be issued upon the exercise of this Warrant. As to any fraction of a share which the Holder would otherwise be entitled to purchase upon such exercise, the Company shall, at its election, either pay a cash adjustment in respect of such final fraction in an amount equal to such fraction multiplied by the Exercise Price or round up to the next whole share.

vi. Charges, Taxes and Expenses. Issuance of Warrant Shares shall be made without charge to the Holder for any issue or transfer tax or other incidental expense in respect of the issuance of such Warrant Shares, all of which taxes and expenses shall be paid by the Company, and such Warrant Shares shall be issued in the name of the Holder or in such name or names as may be directed by the Holder; provided, however, that in the event that Warrant Shares are to be issued in a name other than the name of the Holder, this Warrant when surrendered for exercise shall be accompanied by the Assignment Form attached hereto duly executed by the Holder and the Company may require, as a condition thereto, the payment of a sum sufficient to reimburse it for any transfer tax incidental thereto. The Company shall pay all Transfer Agent fees required for same-day processing of any Notice of Exercise and all fees to the Depository Trust Company (or another established clearing corporation performing similar functions) required for same-day electronic delivery of the Warrant Shares.

vii. Closing of Books. The Company will not close its stockholder books or records in any manner which prevents the timely exercise of this Warrant, pursuant to the terms hereof.

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d) Holder's Exercise Limitations. The Company shall not effect any exercise of this Warrant, and a Holder shall not have the right to exercise any portion of this Warrant, pursuant to Section 2 or otherwise, to the extent that after giving effect to such issuance after exercise as set forth on the applicable Notice of Exercise, the Holder (together with the Holder's Affiliates, and any other Persons acting as a group together with the Holder or any of the Holder's Affiliates (such Persons, "Attribution Parties")), would beneficially own in excess of the Beneficial Ownership Limitation (as defined below). For purposes of the foregoing sentence, the number of shares of Common Stock beneficially owned by the Holder and its Affiliates and Attribution Parties shall include the number of shares of Common Stock issuable upon exercise of this Warrant with respect to which such determination is being made, but shall exclude the number of shares of Common Stock which would be issuable upon (i) exercise of the remaining, nonexercised portion of this Warrant beneficially owned by the Holder or any of its Affiliates or Attribution Parties and (ii) exercise or conversion of the unexercised or nonconverted portion of any other securities of the Company (including, without limitation, any other Common Stock Equivalents) subject to a limitation on conversion or exercise analogous to the limitation contained herein beneficially owned by the Holder or any of its Affiliates or Attribution Parties. Except as set forth in the preceding sentence, for purposes of this Section 2(e), beneficial ownership shall be calculated in accordance with Section 13(d) of the Exchange Act and the rules and regulations promulgated thereunder, it being acknowledged by the Holder that the Company is not representing to the Holder that such calculation is in compliance with Section 13(d) of the Exchange Act and the Holder is solely responsible for any schedules required to be filed in accordance therewith. To the extent that the limitation contained in this Section 2(d) applies, the determination of whether this Warrant is exercisable (in relation to other securities owned by the Holder together with any Affiliates and Attribution Parties) and of which portion of this Warrant is exercisable shall be in the sole discretion of the Holder, and the submission of a Notice of Exercise shall be deemed to be the Holder's determination of whether this Warrant is exercisable (in relation to other securities owned by the Holder together with any Affiliates and Attribution Parties) and of which portion of this Warrant is exercisable, in each case subject to the Beneficial Ownership Limitation, and the Company shall have no obligation to verify or confirm the accuracy of such determination. In addition, a determination as to any group status as contemplated above shall be determined in accordance with Section 13(d) of the Exchange Act and the rules and regulations promulgated thereunder. For purposes of this Section 2(d), in determining the number of outstanding shares of Common Stock, a Holder may rely on the number of outstanding shares of Common Stock as reflected in (A) the Company's most recent periodic or annual report filed with the Commission, as the case may be, (B) a more recent public announcement by the Company or (C) a more recent written notice by the Company or the Transfer Agent setting forth the number of shares of Common Stock outstanding. Upon the written or oral request of a Holder, the Company shall within one (1) Trading Day confirm orally and in writing to the Holder the number of shares of Common Stock then outstanding. In any case, the number of outstanding shares of Common Stock shall be determined after giving effect to the conversion or exercise of securities of the Company, including this Warrant, by the Holder or its Affiliates or Attribution Parties since the date as of which such number of outstanding shares of Common Stock was reported. The "Beneficial Ownership Limitation" shall be 4.99% of the number of shares of the Common Stock outstanding immediately after giving effect to the issuance of shares of Common Stock issuable upon exercise of this Warrant. The Holder, upon notice to the Company, may increase or decrease the Beneficial Ownership Limitation provisions of this Section 2(d), provided that the Beneficial Ownership Limitation in no event exceeds 9.99% of the number of shares of the Common Stock outstanding immediately after giving effect to the issuance of shares of Common Stock upon exercise of this Warrant held by the Holder and the provisions of this Section 2(d) shall continue to apply. In the event that the Holder on the Issue Date beneficially owns greater than 19.99% of the number of shares of Common Stock outstanding, then the Holder shall not be subject to the Beneficial Ownership Limitation with respect to this Warrant. Any increase in the Beneficial Ownership Limitation will not be effective until the 61<sup>st</sup> day after such notice is delivered to the Company. The provisions of this paragraph shall be construed and implemented in a manner otherwise than in strict conformity with the terms of this Section 2(d) to correct this paragraph (or any portion hereof) which may be defective or inconsistent with the intended Beneficial Ownership Limitation herein contained or to make changes or supplements necessary or desirable to properly give effect to such limitation. The limitations contained in this paragraph shall apply to a successor holder of this Warrant.

### Section 3. Certain Adjustments.

a) Stock Dividends and Splits. If the Company, at any time while this Warrant is outstanding: (i) pays a stock dividend or otherwise makes a distribution or distributions on shares of its Common Stock or any other equity or equity equivalent securities payable in shares of Common Stock (which, for avoidance of doubt, shall not include any shares of Common Stock issued by the Company upon exercise of this Warrant), (ii) subdivides outstanding shares of Common Stock into a larger number of shares, (iii) combines (including by way of reverse stock split) outstanding shares of Common Stock into a smaller number of shares, or (iv) issues by reclassification of shares of the Common Stock any shares of capital stock of the Company, then in each case the Exercise Price shall be multiplied by a fraction of which the numerator shall be the number of shares of Common Stock (excluding treasury shares, if any) outstanding immediately before such event and of which the denominator shall be the number of shares of Common Stock outstanding immediately after such event, and the number of shares issuable upon exercise of this Warrant shall be proportionately adjusted such that the aggregate Exercise Price of this Warrant shall remain unchanged. Any adjustment made pursuant to this Section 3(a) shall become effective immediately after the record date for the determination of stockholders entitled to receive such dividend or distribution and shall become effective immediately after the effective date in the case of a subdivision, combination or re-classification.

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b) Subsequent Rights Offerings. In addition to any adjustments pursuant to Section 3(a) above, if at any time the Company grants, issues or sells any Common Stock Equivalents or rights to purchase stock, warrants, securities or other property pro rata to the record holders of any class of shares of Common Stock (the "Purchase Rights"), then the Holder will be entitled to acquire, upon the terms applicable to such Purchase Rights, the aggregate Purchase Rights which the Holder could have acquired if the Holder had held the number of shares of Common Stock acquirable upon complete exercise of this Warrant (without regard to any limitations on exercise hereof, including without limitation, the Beneficial Ownership Limitation) immediately before the date on which a record is taken for the grant, issuance or sale of such Purchase Rights, or, if no such record is taken, the date as of which the record holders of shares of Common Stock are to be determined for the grant, issue or sale of such Purchase Rights (provided, however, that to the extent that the Holder's right to participate in any such Purchase Right would result in the Holder exceeding the Beneficial Ownership Limitation, then the Holder shall not be entitled to participate in such Purchase Right to such extent (or beneficial ownership of such shares of Common Stock as a result of such Purchase Right to such extent) and such Purchase Right to such extent shall be held in abeyance for the Holder until such time, if ever, as its right thereto would not result in the Holder exceeding the Beneficial Ownership Limitation).

c) Pro Rata Distributions. During such time as this Warrant is outstanding, if the Company shall declare or make any dividend or other distribution of its assets (or rights to acquire its assets) to holders of shares of Common Stock, by way of return of capital or otherwise (including, without limitation, any distribution of cash, stock or other securities, property or options by way of a dividend, spin off, reclassification, corporate rearrangement, scheme of arrangement or other similar transaction) (a "Distribution"), at any time after the issuance of this Warrant, then, in each such case, the Holder shall be entitled to participate in such Distribution to the same extent that the Holder would have participated therein if the Holder had held the number of shares of Common Stock acquirable upon complete exercise of this Warrant (without regard to any limitations on exercise hereof, including without limitation, the Beneficial Ownership Limitation) immediately before the date of which a record is taken for such Distribution, or, if no such record is taken, the date as of which the record holders of shares of Common Stock are to be determined for the participation in such Distribution (provided, however, that to the extent that the Holder's right to participate in any such Distribution would result in the Holder exceeding the Beneficial Ownership Limitation, then the Holder shall not be entitled to participate in such Distribution to such extent (or in the beneficial ownership of any shares of Common Stock as a result of such Distribution to such extent) and the portion of such Distribution shall be held in abeyance for the benefit of the Holder until such time, if ever, as its right thereto would not result in the Holder exceeding the Beneficial Ownership Limitation).

d) Fundamental Transaction. If, at any time while this Warrant is outstanding, (i) the Company, directly or indirectly, in one or more related transactions effects any merger or consolidation of the Company with or into another Person, (ii) the Company (and all of its Subsidiaries, taken as a whole), directly or indirectly, effects any sale, lease, license, assignment, transfer, conveyance or other disposition of all or substantially all of its assets in one or a series of related transactions, (iii) any, direct or indirect, purchase offer, tender offer or exchange offer (whether by the Company or another Person) is completed pursuant to which holders of Common Stock are permitted to sell, tender or exchange their shares for other securities, cash or property and has been accepted by the holders of 50% or more of the outstanding Common Stock, (iv) the Company, directly or indirectly, in one or more related transactions effects any reclassification, reorganization or recapitalization of the

Common Stock or any compulsory share exchange pursuant to which the Common Stock is effectively converted into or exchanged for other securities, cash or property, or (v) the Company, directly or indirectly, in one or more related transactions consummates a stock or share purchase agreement or other business combination (including, without limitation, a reorganization, recapitalization, spin-off, merger or scheme of arrangement) with another Person or group of Persons whereby such other Person or group acquires more than 50% of the outstanding shares of Common Stock (not including any shares of Common Stock held by the other Person or other Persons making or party to, or associated or affiliated with the other Persons making or party to, such stock or share purchase agreement or other business combination) (each a “Fundamental Transaction”), then, upon any subsequent exercise of this Warrant, the Holder shall have the right to receive, for each Warrant Share that would have been issuable upon such exercise immediately prior to the occurrence of such Fundamental Transaction, at the option of the Holder (without regard to any limitation in Section 2(d) on the exercise of this Warrant), the number of shares of Common Stock of the successor or acquiring corporation or of the Company, if it is the surviving corporation, and any additional consideration (the “Alternate Consideration”) receivable as a result of such Fundamental Transaction by a holder of the number of shares of Common Stock for which this Warrant is exercisable immediately prior to such Fundamental Transaction (without regard to any limitation in Section 2(d) on the exercise of this Warrant). For purposes of any such exercise, the determination of the Exercise Price shall be appropriately adjusted to apply to such Alternate Consideration based on the amount of Alternate Consideration issuable in respect of one share of Common Stock in such Fundamental Transaction, and the Company shall apportion the Exercise Price among the Alternate Consideration in a reasonable manner reflecting the relative value of any different components of the Alternate Consideration. If holders of Common Stock are given any choice as to the securities, cash or property to be received in a Fundamental Transaction, then the Holder shall be given the same choice as to the Alternate Consideration it receives upon any exercise of this Warrant following such Fundamental Transaction. The Company shall cause any successor entity in a Fundamental Transaction in which the Company is not the survivor (the “Successor Entity”) to assume in writing all of the obligations of the Company under this Warrant in accordance with the provisions of this Section 3(d) pursuant to written agreements in form and substance reasonably satisfactory to the Holder and approved by the Holder (without unreasonable delay) prior to such Fundamental Transaction and shall, at the option of the Holder, deliver to the Holder in exchange for this Warrant a security of the Successor Entity evidenced by a written instrument substantially similar in form and substance to this Warrant which is exercisable for a corresponding number of shares of capital stock of such Successor Entity (or its parent entity) equivalent to the shares of Common Stock acquirable and receivable upon exercise of this Warrant (without regard to any limitations on the exercise of this Warrant) prior to such Fundamental Transaction, and with an exercise price which applies the exercise price hereunder to such shares of capital stock (but taking into account the relative value of the shares of Common Stock pursuant to such Fundamental Transaction and the value of such shares of capital stock, such number of shares of capital stock and such exercise price being for the purpose of protecting the economic value of this Warrant immediately prior to the consummation of such Fundamental Transaction), and which is reasonably satisfactory in form and substance to the Holder. Upon the occurrence of any such Fundamental Transaction, the Successor Entity shall succeed to, and be substituted for the Company (so that from and after the date of such Fundamental Transaction, the provisions of this Warrant referring to the “Company” shall refer instead to the Successor Entity), and the Successor Entity may exercise every right and power of the Company and shall assume all of the obligations of the Company under this Warrant with the same effect as if such Successor Entity had been named as the Company herein.

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e) Calculations. All calculations under this Section 3 shall be made to the nearest cent or the nearest 1/100th of a share, as the case may be. For purposes of this Section 3, the number of shares of Common Stock deemed to be issued and outstanding as of a given date shall be the sum of the number of shares of Common Stock (excluding treasury shares, if any) issued and outstanding.

f) Notice to Holder.

i. Adjustment to Exercise Price. Whenever the Exercise Price is adjusted pursuant to any provision of this Section 3, the Company shall promptly deliver to the Holder by facsimile or email a notice setting forth the Exercise Price after such adjustment and any resulting adjustment to the number of Warrant Shares and setting forth a brief statement of the facts requiring such adjustment.

ii. Notice to Allow Exercise by Holder. If (A) the Company shall declare a dividend (or any other distribution in whatever form) on the Common Stock, (B) the Company shall declare a special nonrecurring cash dividend on or a redemption of the Common Stock, (C) the Company shall authorize the granting to all holders of the Common Stock rights or warrants to subscribe for or purchase any shares of capital stock of any class or of any rights, (D) the approval of any stockholders of the Company shall be required in connection with any reclassification of the Common Stock, any consolidation or merger to which the Company is a party, any sale or transfer of all or substantially all of the assets of the Company, or any compulsory share exchange whereby the Common Stock is converted into other securities, cash or property, or (E) the Company shall authorize the voluntary or involuntary dissolution, liquidation or winding up of the affairs of the Company, then, in each case, the Company shall cause to be delivered by facsimile or email to the Holder at its last facsimile number or email address as it shall appear upon the Warrant Register of the Company, at least 20 calendar days prior to the applicable record or effective date hereinafter specified, a notice stating (x) the date on which a record is to be taken for the purpose of such dividend, distribution, redemption, rights or warrants, or if a record is not to be taken, the date as of which the holders of the Common Stock of record to be entitled to such dividend, distributions, redemption, rights or warrants are to be determined or (y) the date on which such reclassification, consolidation, merger, sale, transfer or share exchange is expected to become effective or close, and the date as of which it is expected that holders of the Common Stock of record shall be entitled to exchange their shares of the Common Stock for securities, cash or other property deliverable upon such reclassification, consolidation, merger, sale, transfer or share exchange; provided that the failure to deliver such notice or any defect therein or in the delivery thereof shall not affect the validity of the corporate action required to be specified in such notice. To the extent that any notice provided in this Warrant constitutes, or contains, material, non-public information regarding the Company or any of the Subsidiaries, the Company shall simultaneously file such notice with the Commission pursuant to a Current Report on Form 8-K. The Holder shall remain entitled to exercise this Warrant during the period commencing on the date of such notice to the effective date of the event triggering such notice except as may otherwise be expressly set forth herein.

g) No Other Adjustments. Except for the adjustments set forth in this Section 3, there shall be no other adjustments to the Exercise Price or number of Warrant Shares hereunder.

Section 4. Transfer of Warrant.

a) Transferability. Subject to compliance with any applicable securities laws and the conditions set forth in Section 4(d) hereof, this Warrant and all rights hereunder (including, without limitation, any registration rights) are transferable, in whole or in part, upon surrender of this Warrant at the principal office of the Company or its designated agent, together with a written assignment of this Warrant substantially in the form attached hereto duly executed by the Holder or its agent or attorney and funds sufficient to pay any transfer taxes payable upon the making of such transfer. Upon such surrender and, if required, such payment, the Company shall execute and deliver a new Warrant or Warrants in the name of the assignee or assignees, as applicable, and in the denomination or denominations specified in such instrument of assignment and shall issue to the assignor a new Warrant evidencing the portion of this Warrant not so assigned, and this Warrant shall promptly be cancelled. Notwithstanding anything herein to the contrary, the Holder shall not be required to physically surrender this Warrant to the Company unless the Holder has assigned this Warrant in full, in which case, the Holder shall surrender this Warrant to the Company within three (3) Trading Days of the date on which the Holder delivers a duly executed Assignment Form to the Company assigning this Warrant in full. The Warrant, if properly assigned in accordance herewith, may be exercised by a new holder for the purchase of Warrant Shares without having a new Warrant issued. The Company reserves the right to refuse to transfer any Warrant if such transfer would be in violation of any securities laws, including but not limited to the Securities Act.

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b) New Warrants. This Warrant may be divided or combined with other Warrants upon presentation hereof at the aforesaid office of the Company, together with a written notice specifying the names and denominations in which new Warrants are to be issued, signed by the Holder or its agent or attorney. Subject to compliance with Section 4(a), as to any transfer which may be involved in such division or combination, the Company shall execute and deliver a new Warrant or Warrants in exchange for the Warrant or Warrants to be divided or combined in accordance with such notice. All Warrants issued on transfers or exchanges shall be dated the Issue Date of this Warrant and shall be identical with this Warrant except as to the number of Warrant Shares issuable pursuant thereto.

c) Warrant Register. The Company shall register this Warrant, upon records to be maintained by the Company for that purpose (the "Warrant Register"), in the name of the record Holder hereof from time to time. The Company may deem and treat the registered Holder of this Warrant as the absolute owner hereof for the purpose of any exercise hereof or any distribution to the Holder, and for all other purposes, absent actual notice to the contrary.

d) Transfer Restrictions. If, at the time of the surrender of this Warrant in connection with any transfer of this Warrant, the transfer of this Warrant shall not be either (i) registered pursuant to an effective registration statement under the Securities Act and under applicable state securities or blue sky laws or (ii) eligible for resale without volume or manner-of-sale restrictions or current public information requirements pursuant to Rule 144, the Company may require, as a condition of allowing such transfer, that the Holder or transferee of this Warrant, as the case may be, furnish to the Company a written opinion of counsel (which opinion shall be in form, substance and scope customary for opinions of counsel in comparable transactions) to the effect that such transfer may be made without registration under the Securities Act and under applicable state securities or blue sky laws, (ii) that the Holder or transferee execute and deliver to the Company an investment letter in form and substance acceptable to the Company and (iii) that the transferee be an "accredited investor" as defined in Rule 501(a)(1), (a)(2), (a)(3), (a)(7), or (a)(8) promulgated under the Securities Act or a qualified institutional buyer as defined in Rule 144A(a) under the Securities Act. The first Holder of this Warrant, by taking and holding the same, represents to the Company that such Holder is an "accredited investor" as defined in Rule 501(a) promulgated under the Securities Act and is acquiring this Warrant for investment purposes and not with a view to the distribution thereof.

e) Representation by the Holder. The Holder, by the acceptance hereof, represents and warrants that it is acquiring this Warrant and, upon any exercise hereof, will acquire the Warrant Shares issuable upon such exercise, for its own account and not with a view to or for distributing or reselling such Warrant Shares or any part thereof in violation of the Securities Act or any applicable state securities law, except pursuant to sales registered or exempted under the Securities Act.

#### Section 5. Miscellaneous.

a) No Rights as Stockholder Until Exercise; No Settlement in Cash. This Warrant does not entitle the Holder to any voting rights, dividends or other rights as a stockholder of the Company prior to the exercise hereof as set forth in Section 2(d)(i), except as expressly set forth in Section 3.

b) Loss, Theft, Destruction or Mutilation of Warrant. The Company covenants that upon receipt by the Company of evidence reasonably satisfactory to it of the loss, theft, destruction or mutilation of this Warrant or any stock certificate relating to the Warrant Shares, and in case of loss, theft or destruction, of indemnity or security reasonably satisfactory to it (which, in the case of the Warrant, shall not include the posting of any bond), and upon surrender and cancellation of such Warrant or stock certificate, if mutilated, the Company will make and deliver a new Warrant or stock certificate of like tenor and dated as of such cancellation, in lieu of such Warrant or stock certificate.

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c) Saturdays, Sundays, Holidays, etc. If the last or appointed day for the taking of any action or the expiration of any right required or granted herein shall not be a Trading Day, then, such action may be taken or such right may be exercised on the next succeeding Trading Day.

#### d) Authorized Shares.

The Company covenants that, during the period the Warrant is outstanding, it will reserve from its authorized and unissued Common Stock a sufficient number of shares to provide for the issuance of the Warrant Shares upon the exercise of any purchase rights under this Warrant. The Company further covenants that its issuance of this Warrant shall constitute full authority to its officers who are charged with the duty of issuing the necessary Warrant Shares upon the exercise of the purchase rights under this Warrant. The Company will take all such reasonable action as may be necessary to assure that such Warrant Shares may be issued as provided herein without violation of any applicable law or regulation, or of any requirements of the Trading Market upon which the Common Stock may be listed. The Company covenants that all Warrant Shares which may be issued upon the exercise of the purchase rights represented by this Warrant will, upon exercise of the purchase rights represented by this Warrant and payment for such Warrant Shares in accordance herewith, be duly authorized, validly issued, fully paid and nonassessable and free from all taxes, liens and charges created by the Company in respect of the issue thereof (other than taxes in respect of any transfer occurring contemporaneously with such issue).

Except and to the extent as waived or consented to by the Holder, the Company shall not by any action, including, without limitation, amending its certificate of incorporation or through any reorganization, transfer of assets, consolidation, merger, dissolution, issue or sale of securities or any other voluntary action, avoid or seek to avoid the observance or performance of any of the terms of this Warrant, but will at all times in good faith assist in the carrying out of all such terms and in the taking of all such actions as may be necessary or appropriate to protect the rights of Holder as set forth in this Warrant against impairment. Without limiting the generality of the foregoing, the Company will (i) not increase the par value of any Warrant Shares above the amount payable therefor upon such exercise immediately prior to such increase in par value, (ii) take all such action as may be necessary or appropriate in order that the Company may validly and legally issue fully paid and nonassessable Warrant Shares upon the exercise of this Warrant and (iii) use commercially reasonable efforts to obtain all such authorizations, exemptions or consents from any public regulatory body having jurisdiction thereof, as may be, necessary to enable the Company to perform its obligations under this Warrant.

Before taking any action which would result in an adjustment in the number of Warrant Shares for which this Warrant is exercisable or in the Exercise Price, the Company shall obtain all such authorizations or exemptions thereof, or consents thereto, as may be necessary from any public regulatory body or bodies having jurisdiction thereof.

e) Governing Law; Jurisdiction. This Warrant and all rights, obligations and liabilities hereunder shall be governed by the laws of the State of Delaware. Notwithstanding the foregoing, the provisions of this paragraph are not binding on the holders of this Warrant and will not apply to suits brought to enforce any liability or duty created by the Securities Act or the Exchange Act or any other claim for which the federal district courts of the United States of America are the sole and exclusive forum.

f) Restrictions. The Holder acknowledges that the Warrant Shares acquired upon the exercise of this Warrant, if not registered, will have restrictions upon resale imposed by state and federal securities laws.

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g) Nonwaiver and Expenses. No course of dealing or any delay or failure to exercise any right hereunder on the part of Holder shall operate as a waiver of such right or otherwise prejudice the Holder's rights, powers or remedies, notwithstanding the fact that the right to exercise this Warrant terminates on the Termination Date.

Without limiting any other provision of this Warrant, if the Company willfully and knowingly fails to comply with any provision of this Warrant, which results in any material damages to the Holder, the Company shall pay to the Holder such amounts as shall be sufficient to cover any costs and expenses including, but not limited to, reasonable attorneys' fees, including those of appellate proceedings, incurred by the Holder in collecting any amounts due pursuant hereto or in otherwise enforcing any of its rights, powers or remedies hereunder.

h) Notices. Any and all notices or other communications or deliveries to be provided by the holders hereunder including, without limitation, any Notice of Exercise. To the extent that any notice provided hereunder constitutes, or contains, material, non-public information regarding the Company or any subsidiaries, the Company shall simultaneously file such notice with the Commission pursuant to a Current Report on Form 8-K.

i) Limitation of Liability. No provision hereof, in the absence of any affirmative action by the Holder to exercise this Warrant to purchase Warrant Shares, and no enumeration herein of the rights or privileges of the Holder, shall give rise to any liability of the Holder for the purchase price of any Common Stock or as a stockholder of the Company, whether such liability is asserted by the Company or by creditors of the Company.

j) Remedies. The Holder, in addition to being entitled to exercise all rights granted by law, including recovery of damages, will be entitled to specific performance of its rights under this Warrant. The Company agrees that monetary damages would not be adequate compensation for any loss incurred by reason of a breach by it of the provisions of this Warrant and hereby agrees to waive and not to assert the defense in any action for specific performance that a remedy at law would be adequate.

k) Successors and Assigns. Subject to applicable securities laws, this Warrant and the rights and obligations evidenced hereby shall inure to the benefit of and be binding upon the successors and permitted assigns of the Company and the successors and permitted assigns of Holder. The provisions of this Warrant are intended to be for the benefit of any Holder from time to time of this Warrant and shall be enforceable by the Holder or holder of Warrant Shares.

l) Amendment. This Warrant may be modified or amended or the provisions hereof waived with the written consent of the Company, on the one hand, and the Holder of this Warrant, on the other hand.

m) Severability. Wherever possible, each provision of this Warrant shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Warrant shall be prohibited by or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provisions or the remaining provisions of this Warrant.

n) Headings. The headings used in this Warrant are for the convenience of reference only and shall not, for any purpose, be deemed a part of this Warrant.

\*\*\*\*\*

(Signature Page Follows)

IN WITNESS WHEREOF, the Company has caused this Warrant to be executed by its officer thereunto duly authorized as of the date first above indicated.

PARTS iD, INC.

By: \_\_\_\_\_

Name:

Title:

**EXHIBIT A**

**NOTICE OF EXERCISE**

TO: PARTS iD, INC.

(1) The undersigned hereby elects to purchase \_\_\_\_\_ Warrant Shares of the Company pursuant to the terms of the attached Warrant (only if exercised in full), and tenders herewith payment of the exercise price in full, together with all applicable transfer taxes, if any.

(2) Payment shall take the form of (insert Exercise Price Below):

[ ] in lawful money of the United States.

(3) Please issue said Warrant Shares in the name of the undersigned or in such other name as is specified below:

\_\_\_\_\_

The Warrant Shares shall be delivered to the following DWAC Account Number:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

[SIGNATURE OF HOLDER]

Name of Investing Entity: \_\_\_\_\_

Signature of Authorized Signatory of Investing Entity: \_\_\_\_\_

Name of Authorized Signatory: \_\_\_\_\_

Title of Authorized Signatory: \_\_\_\_\_

Date: \_\_\_\_\_

ASSIGNMENT FORM

*(To assign the foregoing Warrant, execute this form and supply required information. Do not use this form to exercise the Warrant to purchase shares.)*

FOR VALUE RECEIVED, the foregoing Warrant and all rights evidenced thereby are hereby assigned to

Name: \_\_\_\_\_  
(Please Print)

Address: \_\_\_\_\_  
(Please Print)

Phone Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

Dated: \_\_\_\_\_, \_\_\_\_\_

Holder's Signature:

Holder's Address: