

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): August 18, 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:

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

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

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
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.

As previously disclosed, on July 14, 2023 (the "Initial Closing Date"), PARTS ID, Inc., a Delaware corporation (the "Company") entered into a Securities Purchase Agreement (as amended, the "Lind Purchase Agreement") with Lind Global Fund II LP ("Lind") to provide for loans in an aggregate principal amount of up to \$10 million under various tranches. As of the Initial Closing Date, Lind funded \$3.75 million (less commitment fees) to the Company out of the \$4.75 million "First Funding Amount" (as defined in the Lind Purchase Agreement).

As previously disclosed, on August 2, 2023, the Company and Lind entered into an amendment to the Lind Purchase Agreement (the "First Amendment") to have the remaining \$1.0 million (less commitment fees) of the First Funding Amount (as defined in the Lind Purchase Agreement) payable in two tranches: (i) \$500,000 (less a \$15,000 commitment fee) on August 2, 2023 and (ii) \$500,000 (less a \$15,000 commitment fee) within 5 business days of the Company (A) having a registration statement declared effective by the Securities and Exchange Commission (the "SEC") for the registration of the shares of the Company's Class A common stock (the "Common Stock") issuable upon conversion of the notes and warrants issued to Lind pursuant to the Lind Purchase Agreement and (B) the receipt of Stockholder Approval (as defined in the Lind Purchase Agreement). The First Amendment also provided that the Company shall file a preliminary proxy statement with the SEC for the purpose of obtaining the Stockholder Approval (as defined in the Lind Purchase Agreement) on or before August 10, 2023 (the "Preliminary Proxy Statement").

On August 18, 2023, the Company and Lind entered into a second amendment to the Lind Purchase Agreement (the "Second Amendment") to have the second \$500,000 tranche described above payable within 5 business days upon the later of (i) the Company having filed the Preliminary Proxy Statement and (ii) the effective date of the Second Amendment. The Second Amendment also provided that the Company shall file a definitive proxy statement with the SEC for the purpose of obtaining the Stockholder Approval (as defined in the Lind Purchase Agreement) on or before August 21, 2023. Other than as described in the Second Amendment, the terms and conditions of the Lind Purchase Agreement remain in full force and effect.

The foregoing description of the Second Amendment is not complete and is subject to, and qualified in its entirety by reference to, the full text of the Second Amendment, of which is included as Exhibits 10.1 to this Current Report on Form 8-K and is incorporated herein by this reference.

Item 9.01 Financial Statements and Exhibits.

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

Exhibit No.	Description
10.1	Second Amendment to Securities Purchase Agreement, dated as of August 18, 2023, by and between PARTS iD, Inc. and Lind Global Fund II LP.
104	Cover Page Interactive Data File (embedded within the Inline XBRL document)

SIGNATURES

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

Dated: August 18, 2023

PARTS ID, INC.

By: /s/ Lev Peker

Name: Lev Peker

Title: Chief Executive Officer

SECOND AMENDMENT TO SECURITIES PURCHASE AGREEMENT

This Second Amendment (this “**Amendment**”) to that certain Securities Purchase Agreement, dated as of July 14, 2023 and as amended by that certain First Amendment dated as of August 2, 2023 (as amended and in effect from time to time, including by this Amendment, the “**Purchase Agreement**”), by and between PARTS ID, Inc., a Delaware corporation (the “**Company**”) and Lind Global Fund II LP, a Delaware limited partnership (the “**Investor**”), is made and entered into as of August 18, 2023, by and between the Company and the Investor. Capitalized terms used but not defined herein shall have the meanings given to them in the Purchase Agreement.

WHEREAS, the parties desire to amend the Purchase Agreement as set forth herein; and

WHEREAS, pursuant to Section 11.9 of the Purchase Agreement, each of the Company and the Investor may amend the Purchase Agreement in a written instrument signed by the Company and the Investor.

NOW THEREFORE, in consideration of the premises and covenants set forth herein and in the Purchase Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree, pursuant to Section 11.9 of the Purchase Agreement, to amend the Purchase Agreement as follows:

1. Definition of “First Funding Amount”. The definition of “First Funding Amount” is hereby restated to read as follows:

“**First Funding Amount**” means an amount equal to Four Million Seven Hundred Fifty Thousand Dollars (\$4,750,000), payable as (a) Three Million Seven Hundred Fifty Thousand Dollars (\$3,750,000), less the Commitment Fee, at the Closing, (b) Five Hundred Thousand Dollars (\$500,000), less a commitment fee equal to \$15,000, as of the execution date of the First Amendment to this Agreement, dated August 2, 2023, and (c) Five Hundred Thousand Dollars (\$500,000), less a commitment fee equal to \$15,000, within five (5) Business Days of the later of (i) the Company having filed a preliminary proxy statement with the SEC for the purpose of obtaining Stockholder Approval and (ii) the execution date of this Amendment, and the Company shall also confirm to the Investor that there is no Event of Default that has occurred or will occur as a result of such additional funding.

2. Amendment to Section 7.1 of the Purchase Agreement. Section 7.1 of the Purchase Agreement is hereby amended to add a new subsection 7.1(e) as follows:

(e) a failure by the Company to have filed a definitive proxy statement with the SEC on or before August 21, 2023 for the purpose of obtaining Stockholder Approval.

3. Conditions to Effectiveness. This Amendment shall be effective as of the date first written above upon the receipt by the Investor of this Amendment, duly executed and delivered by the Investor and the Company.

4. Continued Validity of Purchase Agreement. Except as specifically amended hereby, the Purchase Agreement shall remain in full force and effect and all of the rights and obligations of each of the Investor and the Company under the Purchase Agreement are affirmed. In the event of a conflict between this Amendment and the Purchase Agreement, this Amendment shall control. All references in the Purchase Agreement or any Transaction Document shall hereafter refer to the Purchase Agreement as amended hereby. This Amendment shall be a Transaction Document for all purposes under the Purchase Agreement.

5. Fees and Expenses. On the effective date of this Amendment, the Company shall reimburse the Investor for the reasonably documented due diligence costs and fees and disbursements of Morgan, Lewis & Bockius LLP in connection with the preparation of the Amendment and the review of the Registration Statement, it being understood that Morgan, Lewis & Bockius LLP has not rendered any legal advice to the Company in connection with the transactions contemplated hereby and that the Company has relied for such matters on the advice of its own counsel. Such reimbursement shall be offset against the funding of the third tranche of the First Funding Amount as contemplated in Section 1. Except as specified above, each party shall pay the fees and expenses of its advisers, counsel, accountants and other experts, if any, and all other expenses incurred by such party incident to the negotiation, preparation, execution, delivery and performance of the Transaction Documents, including this Amendment.

6. Governing Law; Dispute Resolution. This Amendment shall be governed by and construed in accordance with the Laws of the State of New York, without reference to principles of conflict of laws or choice of laws.

7. Counterparts. This Amendment may be executed in two or more counterparts (including facsimile or “pdf” counterparts), each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. In proving this Amendment it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom enforcement is sought. Each party hereto hereby agrees that this Amendment and any other document to be delivered in connection herewith may be electronically signed, and that any electronic signatures appearing on this Amendment or such other documents are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility.

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IN WITNESS WHEREOF, the undersigned have executed this Amendment as of the date first above written.

COMPANY:

PARTS ID, INC.

By: /s/ Lev Peker
 Name: Lev Peker
 Title: Chief Executive Officer

INVESTOR:

LIND GLOBAL FUND II

By: /s/ Jeff Easton
 Name: Jeff Easton
 Title: Managing Member of Lind Global Partners II LLC,
 General Partner

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