

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): January 26, 2023

INTERNATIONAL MONEY EXPRESS, INC.
(Exact name of registrant as specified in charter)

Delaware
(State or Other Jurisdiction of Incorporation)

001-37986
(Commission File Number)

47-4219082
(I.R.S. Employer Identification No.)

9480 South Dixie Highway, Miami, Florida
(Address of Principal Executive Offices)

33156
(Zip Code)

Registrant's telephone number, including area code: (305) 671-8000

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
Common stock (\$0.0001 par value)	IMXI	The Nasdaq Capital Market

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

Emerging growth company

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

Item 1.01. Entry into a Material Definitive Agreement.

Effective January 26, 2023, the Shareholders Agreement, dated as of July 26, 2018, by and among the International Money Express, Inc. (the “Company”), SPC Intermex Representative LLC, FinTech Investor Holdings II, LLC and the other parties thereto (the “Shareholders Agreement”), was terminated by means of an amendment to the Shareholders Agreement dated as of January 26, 2023. A copy of such amendment is attached hereto as Exhibit 4.1, and is incorporated by reference herein.

Item 9.01. Financial Statements and Exhibits.

(d) Exhibits

<u>Exhibit No.</u>	<u>Description</u>
4.1	Amendment to Shareholders Agreement, dated as of January 26 th , 2023, by and among the Company, SPC Intermex Representative LLC and FinTech Investor Holdings II, LLC.
104	Inline XBRL for the cover page of this Current Report on Form 8-K.

SIGNATURE

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.

INTERNATIONAL MONEY EXPRESS, INC.

Dated: January 26, 2023

By: /s/ Ernesto Luciano

Name: Ernesto Luciano

Title: General Counsel

AMENDMENT TO SHAREHOLDERS AGREEMENT

This Amendment to Shareholders Agreement (this "Amendment"), is dated as of January 26th, 2023, by and among International Money Express, Inc., a Delaware corporation (the "Company"), SPC Intermex Representative LLC ("Intermex Representative"), and FinTech Investor Holdings II, LLC ("Sponsor").

WHEREAS, the parties hereto are parties to that certain Shareholders Agreement, dated as of July 26, 2018, as amended (the "Shareholders Agreement"), by and among the Company, Intermex Representative, and the Intermex Holders and Founding Shareholders party thereto. Capitalized terms used herein but not otherwise defined shall have the meanings set forth in the Shareholders Agreement.

WHEREAS, Section 16 of the Shareholders Agreement provides that any provision of the Shareholders Agreement may be amended if such amendment is in writing and signed by the Company, Intermex Representative and Sponsor.

NOW, THEREFORE, in consideration of the mutual representations, warranties, covenants and agreements contained herein and in the Shareholders Agreement, the parties hereto agree as follows, effective as of the date hereof:

1. Section 15(a) of the Shareholders Agreement shall be deemed amended to read in its entirety as follows:

“a. This Agreement shall automatically terminate on the earliest of: (i) January 26th, 2023; (ii) the date on which no person designated pursuant to Section 3 hereof (or a successor thereto) serves as a director of or observer to the Board; and (iii) the date on which the Company files a voluntary petition in bankruptcy or is adjudicated bankruptcy or insolvent, or files any petition or answer or consent seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief for itself under the United States Bankruptcy Reform Act of 1978, as amended, or any similar law under all applicable jurisdictions.”

2. Subject to paragraph 1 of this Amendment, the terms of the Shareholders Agreement shall remain in full force and effect, provided that each reference in the Shareholders Agreement to “this Agreement”, “hereunder”, “hereof”, “herein” or words of like import referring to the Shareholders Agreement shall mean and be a reference to the Shareholders Agreement as amended by this Amendment. Sections 16, 21, 22, 23, 25, 26 and 28 of the Shareholders Agreement shall apply to this Amendment, *mutatis mutandis*.
3. This Amendment may be executed in one or more counterparts, each of which shall be deemed an original, and all of which shall constitute one and the same agreement, and shall become effective when one or more counterparts have been signed by each of the parties. Delivery of an executed counterpart of a signature page to this Amendment by facsimile, email in “portable document format” (“pdf”) form, or by other electronic means intended to preserve the original graphic and pictorial appearance of a document (including via DocuSign), will have the same effect as physical delivery of the paper document bearing the original signature.

[Signature pages follow.]

IN WITNESS WHEREOF, each of the parties has caused this Amendment to be executed and delivered on its behalf by its officers thereunto duly authorized, all at or on the date and year first above written.

IMXI:

INTERNATIONAL MONEY EXPRESS, INC.

By: /s/ Robert Lisy

Name: Robert Lisy

Title: President and Chief Executive Officer

INTERMEX REPRESENTATIVE:

SPC INTERMEX REPRESENTATIVE LLC

By: /s/ Adam Godfrey

Name: Adam Godfrey

Title: Authorized Signatory

SPONSOR:

FINTECH INVESTOR HOLDINGS II, LLC

By: /s/ Amanda Abrams

Name: Amanda Abrams

Title: Manager

[Signature page to Amendment to Shareholders Agreement]
