

BANK OF AMERICA, N.A.
BOFA SECURITIES, INC.
One Bryant Park
New York, New York 10036

CONFIDENTIAL

July 23, 2025

CORPAY, INC.
3280 Peachtree Road
Suite 2400
Atlanta, GA 30305
Attention: [REDACTED]

Re: Project Arm Agency Fee Letter

Ladies and Gentlemen:

We refer to that certain Bridge Term Loan Credit Agreement (the "Bridge Facility Agreement"), dated as of the date hereof, by and among Corpay, Inc., a Delaware corporation (the "Borrower" or "you"), as the borrower thereunder, Bank of America, N.A. ("Bank of America"), as the administrative agent (the "Administrative Agent") and the lenders party thereto. Capitalized terms used herein without definition shall have the meanings given to them in the Bridge Facility Agreement. This letter agreement (this "Agency Fee Letter") is a "Fee Letter" as referred to in the Bridge Facility Agreement and constitutes a "Loan Document" for the purposes of the Bridge Facility Agreement. You agree to pay the fees set forth in this Agency Fee Letter in accordance with the other terms and conditions set forth herein.

Administrative Agency Fee. You agree to pay to the Administrative Agent, for its own account (or one or more of its affiliates, as the Administrative Agent may determine in its sole discretion), an annual administrative agency fee (the "Agency Fee") with respect to the Initial Term Loan Commitments and the Initial Term Loan in an amount equal to \$75,000 *per annum*. The Agency Fee will be payable quarterly in advance, with the first such payment earned, due and payable on the Closing Date, and subsequent payments earned, due and payable in U.S. dollars quarterly thereafter prior to the maturity or early termination of the Initial Term Loan and the payment in full of all amounts owing under the Bridge Facility Agreement.

Structuring Fee. As consideration for the services of BofA Securities, Inc. ("BofA Securities" and together with Bank of America, "BofA" or "us") in structuring the Bridge Facility Agreement and Initial Term Loan Commitments, you agree to pay to BofA Securities, for its own account (or one or more of its affiliates, as BofA Securities may determine in its sole discretion), a structuring fee (the "Structuring Fee") in an amount equal to 10 basis points (0.10%) of the aggregate Initial Term Loan Commitments of the Lenders as of the Effective Date. The Structuring Fee will be earned, due and payable on, and subject to the occurrence of, the earlier of (x) the date on which the Commitments are terminated pursuant to the terms of the Bridge Facility Agreement, (y) the date on which the Certain Funds Period expires pursuant to the terms of the Bridge Facility Agreement and (z) the Closing Date. BofA Securities may, in its sole discretion, allocate to the Lenders any or all of the Structuring Fee.

Fees Generally. All fees will be payable in U.S. dollars (with respect to any amount denominated in any Alternative Currency, the Dollar Equivalent of such currency's payment amount) in immediately available funds to BofA for its respective accounts or as directed by BofA, free and clear of and without deduction for any and all present or future taxes, levies, imposts, duties, deductions, charges or withholdings

and all liabilities with respect thereto, or will be grossed-up by you for such amounts. Once paid, no fee will be refundable under any circumstances or be subject to counterclaim, setoff or otherwise affected. At the sole discretion of BofA, all or any portion of any fees may be allocated to any of its affiliates or paid to any other Lender or Lenders.

Confidentiality. This Agency Fee Letter and the existence and contents hereof are confidential and may not be disclosed, directly or indirectly, by you in whole or in part to any person without our prior written consent, except for disclosure (i) hereof on a confidential basis to your affiliates, directors, officers, employees, representatives, shareholders, accountants, attorneys, agents and other professional advisors who have been advised of their obligation to maintain the confidentiality of this Agency Fee Letter for the purpose of evaluating, negotiating or entering into the Closing Date Transactions, (ii) as otherwise required by law, rule or regulation (including any applicable laws or regulations on market abuse and taking into account any requirements of the Takeover Code or Takeover Panel or guidance or practice statements issued by the Takeover Panel) or compulsory legal process or pursuant to a subpoena or order of any judicial, administrative or legislative body or committee or in any pending legal, judicial or administrative proceeding or as requested by a governmental authority or regulatory or self-regulatory authority (including to regulatory authorities and/or the Takeover Panel in connection with obtaining requisite consents and approvals for the Bridge Facility Agreement and the Closing Date Transactions), in which case, you agree, to the extent practicable and permitted by law, to inform us promptly in advance thereof, (iii) on a confidential basis to the Target, the respective boards of directors, officers and advisors of the Target in connection with their consideration of the Closing Date Transactions (provided that any information relating to pricing (including in any “market flex” provisions that relate to pricing), fees and expenses has been redacted in a manner reasonably acceptable to us), (iv) [reserved], (v) [reserved], (vi) to the extent necessary to enforce any right under this Agency Fee Letter, (vii) in connection with any accounting or auditing procedures on a need-to-know basis and such recipients are informed of the confidential nature of such information and are or have been advised of their obligations to keep information of this type confidential, (viii) [reserved] and (ix) of the aggregate fee amounts contained in this Agency Fee Letter as part of projections, *pro forma* information or as part of a generic disclosure of aggregate sources and uses related to fee amounts applicable to the Closing Date Transactions to the extent customary or required in offering and marketing materials for the Bridge Facility Agreement or in any public release or filing relating to the Closing Date Transactions. Notwithstanding anything herein or in any other Loan Document to the contrary, this Agency Fee Letter and the details of the provisions herein shall not be shared with any Lender not a party hereto without the consent of the Administrative Agent (or as required in accordance with the Takeover Code or by the Takeover Panel). For the avoidance of doubt, nothing herein prohibits any individual from communicating or disclosing information regarding suspected violations of laws, rules, or regulations to a governmental, regulatory, or self-regulatory authority without any notification to any person.

Miscellaneous. It is understood that this Agency Fee Letter will not constitute or give rise to any obligation to provide any financing and such an obligation will arise only to the extent provided in the Bridge Facility Agreement. This Agency Fee Letter may not be amended or waived except by an instrument in writing signed by BofA and you. This Agency Fee Letter may not be assigned by you without our consent and any such assignment without our consent shall be null and void. This Agency Fee Letter may be executed in any number of counterparts, each of which shall be an original, and all of which, when taken together, shall constitute one agreement. Sections 11.14 (*Governing Law; Jurisdiction; Etc.*), 11.15 (*Waiver of Right to Trial by Jury*), and 11.16 (*Electronic Execution*) of the Bridge Facility Agreement are hereby incorporated by reference herein, *mutatis mutandis*, as if originally set forth herein.

Survival. This Agency Fee Letter shall survive any termination of the Bridge Facility Agreement.

[SIGNATURE PAGES FOLLOW]

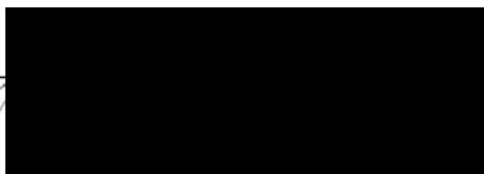
If you are in agreement with the foregoing, please indicate acceptance of the terms hereof by signing the enclosed counterpart of this Agency Fee Letter and returning it to us.

Sincerely,

BANK OF AMERICA, N.A.

By

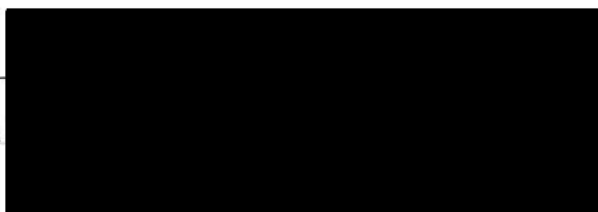
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BOFA SECURITIES, INC.

By

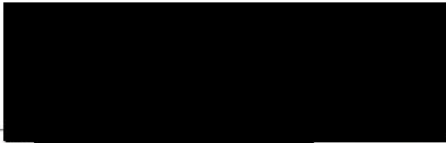
Name:
Title:



The provisions of this Agency Fee Letter are agreed to and accepted as of the date first above written:

CORPAY, INC.

By



Name:

Title:

