

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

BARCLAYS
745 Seventh Avenue
New York, New York 10019

JPMORGAN CHASE BANK,
N.A.
383 Madison Avenue
New York, New York 10179

CONFIDENTIAL

July 23, 2025

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

Re: Project Arm Fee Letter

Ladies and Gentlemen:

This letter agreement (this "Bridge Fee Letter") is one of the "Fee Letters" referred to in:

- (i) that certain syndication letter, dated as of the date hereof (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Syndication Letter"), between us and you; and
- (ii) that certain Bridge Term Loan Credit Agreement, dated as of the date hereof (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Bridge Facility Agreement"), by and among, you, as the borrower thereunder, Bank of America, N.A., 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 Syndication Letter or the Bridge Facility Agreement, as applicable. This Bridge Fee Letter constitutes a "Loan Document" for the purposes of the Bridge Facility Agreement. You agree to pay the fees set forth in this Bridge Fee Letter in accordance with the other terms and conditions set forth herein.

Commitment Fees. As consideration for the commitments and agreements of the Lenders under the Bridge Facility Agreement with respect to the Bridge Facility, you agree to pay (or cause to be paid) to the Lenders, for their own account (or one or more of their affiliates, as such Lender may determine in its sole discretion) pro rata to their Applicable Percentage in each case as at the relevant date of payment as set out in paragraphs (i) and (ii) below, a commitment fee in an amount equal to:

- (i) 0.25% of the aggregate principal amount of the Initial Term Loan Commitments as at the Effective Date, with such fee earned on the Effective Date and due and payable in cash in U.S. dollars on the earlier of (a) the Closing Date, (b) the date on which the Scheme or Offer (as the case may be) lapses, terminates or is irrevocably withdrawn with the consent of the Panel, in accordance with its terms, and (c) the date on which all of the Initial Term Loan Commitments have been terminated (the "Signing Commitment Fee"); and

- (ii) to the extent any Initial Term Loan Commitments or Initial Term Loans remain outstanding on the date which is 180 days after the Effective Date (the “**Payment Date**”), 0.25% of the aggregate principal amount of such Initial Term Loan Commitments and Initial Term Loans outstanding, in each case, as of the Payment Date, with such fee earned, due and payable in cash in U.S. dollars on the Payment Date (such fees, together with the Signing Commitment Fee, the “Commitment Fees”).

Ticking Fee. As consideration for the commitments and agreements of the Lenders under the Bridge Facility Agreement with respect to the Bridge Facility, if the Closing Date has not occurred on or prior to the date that is 180 days after the date hereof, you agree to pay (or cause to be paid) to each Lender, for its own account (or one or more of its affiliates, as such Lender may determine in its sole discretion), a ticking fee (the “Ticking Fee”) that will accrue for each day starting from the date that is 181 days after the Effective Date to, but excluding, the earlier of (i) the Closing Date and (ii) the date on which all of the Initial Term Loan Commitments have been terminated (such earlier date, the “Ticking Fee End Date”), in an amount equal to the product of (x) the 0.25% per annum multiplied by (y) the aggregate daily amount of any undrawn Initial Term Loan Commitments during such period provided by such Lender. The Ticking Fee shall be earned on the Effective Date and shall be due and payable in cash in U.S. Dollars on the Ticking Fee End Date.

Bridge Funding Fee. As consideration for the commitments and agreements of the Lenders under the Bridge Facility Agreement with respect to the Bridge Facility, you agree to pay (or cause to be paid) to each Lender, for its own account (or one or more of its affiliates, as such Lender may determine in its sole discretion), a funding fee (the “Bridge Funding Fee”) in an amount equal to 0.50% of the aggregate principal amount of the Initial Term Loans actually funded on the Closing Date by such Lender, with such fee earned, due and payable in cash in U.S. Dollars on, and subject to the occurrence of, the Closing Date.

Duration Fee. As consideration for the commitments and agreements of the Lenders under the Bridge Facility Agreement with respect to the Bridge Facility, you agree to pay (or cause to be paid) to each Lender, for its own account (or one or more of its affiliates, as such Lender may determine in its sole discretion), a duration fee (the “Duration Fee”) on each of the following dates in the amounts set forth below:

- (i) On the date that is 90 days after the Closing Date, an amount equal to the product of (x) 0.50% multiplied by (y) the aggregate principal amount of outstanding Initial Term Loans held by such Lender as of such date, with such fee earned, due and payable in cash in U.S. Dollars on such date.
- (ii) On the date that is 180 days after the Closing Date, an amount equal to the product of (x) 0.75% multiplied by (y) the aggregate principal amount of outstanding Initial Term Loans held by such Lender as of such date, with such fee earned, due and payable in cash in U.S. Dollars on such date.
- (iii) On the date that is 270 days after the Closing Date, an amount equal to the product of (x) 1.00% multiplied by (y) the aggregate principal amount of outstanding Initial Term Loans held by such Lender as of such date, with such fee earned, due and payable in cash in U.S. Dollars on such date.

In connection with the syndication of the Bridge Facility, any Lender may, in its discretion, allocate to the Lenders portions of any fees payable to them in connection therewith.

Fees Generally. All fees will be payable in U.S. dollars (and where any amount is originally denominated in another currency, in the Dollar Equivalent of such currency's payment amount) provided that, to the extent that the Closing Date Acquisition is consummated with the proceeds of any Offering (as defined in the Engagement Letter) which is denominated in Sterling, the Commitment Fees and the Ticking Fee may be paid by the Borrower in Sterling (unless otherwise agreed by the Borrower and the applicable Lender), in immediately available funds to the applicable Lender for its own account or as directed by such Lender, 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 in whole or in part or creditable against other fees payable in connection with the Syndication Letter or the Bridge Facility Agreement under any circumstances or be subject to counterclaim, setoff or otherwise affected other than as expressly set out herein; provided that nothing in this Bridge Fee Letter shall be construed to conflict with that certain fee credit letter of even date herewith. At the sole discretion of any applicable Lender, all or any portion of any fees due to such Lender may be allocated to any of its affiliates or paid to any other Lender or Lenders.

Confidentiality. This Bridge 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 Bridge 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 Bridge 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 Bridge 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 Bridge 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 Bridge 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 (as applicable). This Bridge Fee Letter may not be amended or waived except

by an instrument in writing signed by the parties hereto. This Bridge Fee Letter may not be assigned by you without our consent and any such assignment without our consent shall be null and void. This Bridge 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 Bridge Fee Letter shall survive any termination of the Bridge Facility Agreement.

[SIGNATURE PAGES FOLLOW]

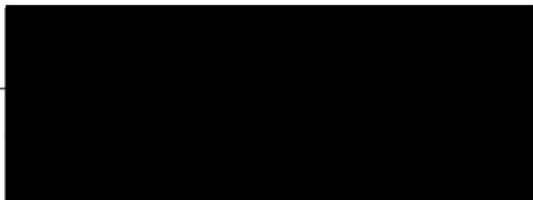
If you are in agreement with the foregoing, please indicate acceptance of the terms hereof by signing the enclosed counterpart of this Bridge Fee Letter and returning it to the Lenders.

Sincerely,

BANK OF AMERICA, N.A.

By

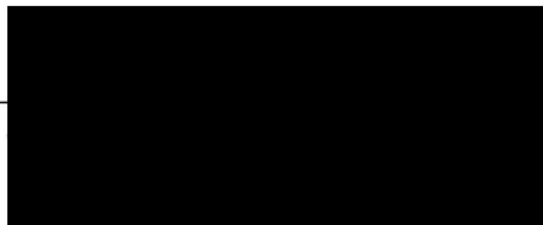
Name:
Title:



BOFA SECURITIES, INC.

By

Name:
Title:



BARCLAYS BANK PLC

By

[Redacted]

Name: [Redacted]
Title: [Redacted]

JPMORGAN CHASE BANK, N.A.

By

[Redacted]

Name:

[Redacted]

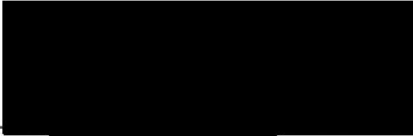
Title:

[Redacted]

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

CORPAY, INC.

By

A large black rectangular redaction box covering the signature area.

Name:
Title:

A black rectangular redaction box covering the name field.A black rectangular redaction box covering the title field.