

BOFA SECURITIES, INC.

One Bryant Park
New York, New York 10036

BARCLAYS

745 Seventh Avenue
New York, New York 10019

**J.P. MORGAN SECURITIES
LLC**

383 Madison Avenue
New York, New York 10179

**PNC BANK, NATIONAL
ASSOCIATION
PNC CAPITAL MARKETS,
LLC**

300 Fifth Avenue, 10th Floor
Pittsburgh, Pennsylvania 15222

**WELLS FARGO
SECURITIES, LLC**

550 South Tryon Street
Charlotte, North Carolina 28202

TD SECURITIES (USA) LLC

1 Vanderbilt Avenue
New York, New York 10017

MUFG BANK, LTD

1221 Avenue of the Americas,
6th Floor
New York, New York 10020

**BMO CAPITAL MARKETS
CORP.**

151 West 42nd Street
New York, New York 10036

FIFTH THIRD SECURITIES

38 Fountain Square Plaza
Cincinnati, Ohio 45263

**THE BANK OF NOVA
SCOTIA, GLOBAL
BANKING AND MARKETS**

250 Vesey Street, 25th Floor
New York, New York 10281

**CAPITAL ONE
SECURITIES, INC.**

201 Saint Charles Avenue, Suite
1830
New Orleans, Louisiana 70170

**CITIZENS JMP
SECURITIES, LLC**

101 California Street, Suite 1700
San Francisco, California 94111

**MIZUHO SECURITIES USA
LLC**

1271 Avenue of the Americas
New York, New York 10020

CONFIDENTIAL

August 11, 2025

CORPAY, INC.
3280 Peachtree Road
Suite 2400
Atlanta, GA 30305

Re: Project ARM Amended and Restated Fee Credit Letter

Ladies and Gentlemen:

Reference is made to (a) a certain Bridge Term Loan Credit Agreement, dated July 23, 2025 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Bridge Facility Agreement"), by and among, *inter alios*, Corpay, Inc., a Delaware corporation (the "Borrower" or "you"), as the borrower thereunder, Bank of America, N.A., as the administrative agent (the

“Administrative Agent”) and the lenders party thereto, (b) that certain letter agreement, titled “Re: Project Arm Amended and Restated Fee Letter”, as originally dated July 23, 2025, and as amended and restated the date hereof (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Bridge Fee Letter”), by and among, *inter alios*, the Borrower and the Administrative Agent, and (c) that certain letter agreement, titled “Re: Project Arm Amended and Restated Engagement Letter”, as originally dated July 23, 2025, and as amended and restated the date hereof (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Engagement Letter”), by and among, *inter alios*, you and us (and/or certain of our affiliates). Terms used but not defined in this letter agreement (this “Fee Credit Letter”) shall have the meanings assigned thereto in the Bridge Facility Agreement, the Bridge Fee Letter or the Engagement Letter, as applicable.

If you consummate the Closing Date Acquisition with any Initial Term Loan and in connection therewith have paid the Bridge Funding Fee (as defined in the Bridge Fee Letter), within the number of days set forth in Column A below after the Closing Date, and any amount of the Initial Term Loan borrowed is repaid in whole or part with the proceeds of any Offering (as defined in the Engagement Letter) issued pursuant to the terms of the Engagement Letter or Bank Facilities (as defined in the Engagement Letter) arranged pursuant to the Bank Financing Engagement Letter, as applicable (a “Bridge Facility Repayment”), then you will be entitled to a discount or credit with respect to any Underwriting Fees or Bank Facilities Arrangement Fees, as applicable (each as defined in the Engagement Letter), payable pursuant to Section 6(a) of the Engagement Letter or pursuant to the Bank Financing Engagement Letter, as applicable, on the date of each Bridge Facility Repayment in an amount equal to the product of the corresponding percentage set forth in Column B below and the portion of the Bridge Funding Fee previously paid that is applicable to the aggregate principal amount of such Bridge Facility Repayment:

Column A	Column B
0 to 30 Days	75%
31 Days to 60 Days	50%
61 Days to 90 Days	25%
91 Days and Thereafter	0%

Any credit to the fees for any Permanent Financing pursuant to the immediately preceding paragraph shall reduce pro rata (based on their respective share of the economics of such Permanent Financing) the amount of the fees of each of the Investment Banks (or their affiliates) participating in or arranging of such Permanent Financing. In the event the Permanent Financing consists of both Permanent Securities and Bank Facilities, any credit to the fees for any Permanent Financing pursuant to the immediately preceding paragraph will be allocated ratably (and without duplication) between the Underwriting Fees and the Bank Facilities Arrangement Fees in the proportion to which the principal amount of any Permanent Securities and the principal amount of any Bank Facilities bears to the total principal amount of the Permanent Financing. In no event shall the amount of any credit from any Investment Bank (or an affiliate thereof) pursuant to this Fee Credit Letter exceed the amount of Underwriting Fees or Bank Facilities Arrangement Fees, as applicable, that such Investment Bank (or its affiliate) would otherwise be entitled to receive pursuant to Section 6(a) of the Engagement Letter or pursuant to the Bank Financing Engagement Letter, as applicable, with respect to the relevant Permanent Financing. No Investment Bank shall be responsible for the fee credit of any other Investment Bank.

This Fee Credit 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. Delivery of an executed counterpart of a signature page of this Fee Credit Letter by facsimile or electronic transmission shall be effective as delivery of a manually executed counterpart of this Fee Credit Letter. This Fee Credit Letter may be delivered by facsimile, electronic mail (including pdf) or any electronic signature complying with the U.S. federal ESIGN Act of 2000 or the New York Electronic Signature and Records Act or other electronic transmission of the relevant signature pages hereof, and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes to the fullest extent permitted by applicable law. For the avoidance of doubt, the foregoing also applies to any amendment, extension or renewal of this Fee Credit Letter. This Fee Credit Letter may not be assigned by any party hereto without the prior written consent of the other parties hereto. You agree that each Investment Bank may, in its sole discretion (including, but not limited to, for compliance, with applicable banking regulation), share with or allocate to, any of its affiliates, all or a portion of its fees payable under the Engagement Letter and/or the Bank Financing Engagement Letter (after taking into account any credit to any fees pursuant to this Fee Credit Letter).

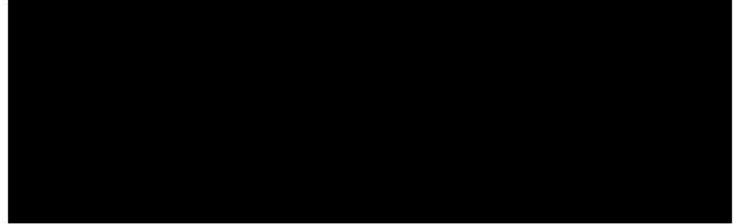
This Fee Credit Letter and its contents are subject to the indemnification, governing law, jurisdiction, waiver of jury trial and confidentiality provisions of the Engagement Letter. This Fee Credit Letter may not be amended nor any provision hereof waived or modified except by an instrument in writing signed by each of the parties hereto.

This Fee Credit Letter supersedes and replaces the fee credit letter between you and the Initial Investment Banks dated July 23, 2025 (the "Previous Fee Credit Letter") in its entirety. We and you agree and confirm that the Previous Fee Credit Letter shall be automatically terminated and cease to have effect on the date hereof and no obligations or amounts payable thereunder shall be assumed by or owing to any person other than with respect to the indemnification and confidentiality provisions incorporated by reference into the Previous Fee Credit Letter, in each case as it relates to the parties thereto, which shall survive such termination, and without prejudice to the accrued rights and obligations at the time of the termination.

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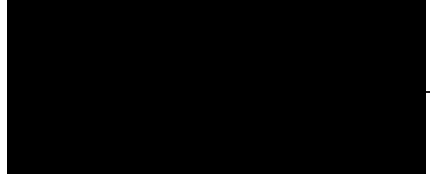
If the foregoing correctly sets forth our understanding, please indicate your acceptance of the terms hereof by returning to us an executed counterpart hereof, whereupon this Fee Credit Letter shall become a binding agreement among us.

BOFA SECURITIES, INC.

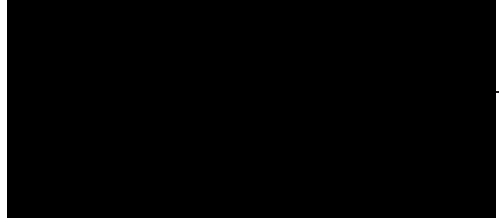


BARCLAYS CAPITAL INC.

By:

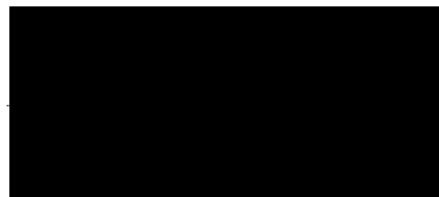


J.P. MORGAN SECURITIES LLC



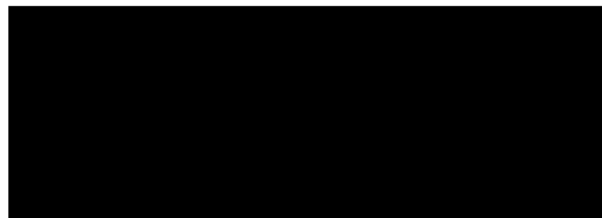
PNC BANK, NATIONAL ASSOCIATION

By



PNC CAPITAL MARKETS, LLC

By



Wells Fargo Securities, LLC

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MUFG Bank, Ltd.

By



THE BANK OF NOVA SCOTIA

By



FIFTH THIRD SECURITIES

By



BMO Capital Markets Corp.

By



Mizuho Securities USA LLC

By



CAPITAL ONE SECURITIES, INC.

By:



Citizens JMP Securities, LLC

By



Accepted and agreed to as of
the date first above written:

CORPAY, INC.

By:

