

**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 Syndication 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 “Syndication Letter”) is the “Syndication Letter” as referred to in the Bridge Facility Agreement and constitutes a “Loan Document” for the purposes of the Bridge Facility Agreement. As used herein, the term “Bridge Facility” means the term loan credit facility comprised of the Initial Term Loan Commitments and Initial Term Loans under the Bridge Facility Agreement.

1. Titles and Roles. It is agreed that each of BofA Securities, Inc. (or any of its designated affiliates, “BofA Securities”, and collectively with Bank of America, “BofA”), Barclays Bank PLC (“Barclays”), and JPMorgan Chase Bank, N.A. (“JPMorgan”) will act as “Joint Lead Arrangers” under the Bridge Facility Agreement (in such capacities, the “Initial Arranger Parties”, “we” or “us”, and such Initial Arranger Parties (or their affiliates) in their capacities as initial “Lenders” under the Bridge Facility Agreement, the “Initial Lenders”, and the Initial Arranger Parties together with the Additional Arranger Parties (defined below), the “Arranger Parties”). Furthermore, you agree that (i) BofA Securities, Inc. will have “left” placement in any and all marketing materials or other documentation used in connection with the Bridge Facility, and each of Barclays and JPMorgan will appear immediately to the right of BofA Securities, Inc., and in such order, in such marketing materials or other documentation, and each of the foregoing shall hold the responsibilities conventionally associated with such placements, and (ii) no other agents, co-agents, arrangers, co-arrangers, bookrunners, co-bookrunners, managers or co-managers will be appointed, no other titles will be awarded and no compensation (other than such compensation expressly set forth in the Bridge Facility Agreement and the Loan Documents) will be paid to any Person in connection with the Bridge Facility unless you and we shall so agree. It is understood and agreed that, no later than the date falling 30 days after the date of the Rule 2.7 Announcement, the Company or BofA (with the consent of the Company) may allocate Commitments under the Bridge Facility to one or more banks or other financial institutions (collectively, “Additional Arranger Parties”) with the role of co-agent, arranger, co-arranger, bookrunner, co-bookrunner, manager or co-manager under the Bridge Facility Agreement and

the Loan Documents provided that (A) such Additional Arranger Party (or its designated affiliate) shall, promptly after such appointment, become a party to the Bridge Facility Agreement as a “Lender” in respect of the Commitments so allocated to it, (B) any reduction of our (or our affiliates’) Commitments under the Bridge Facility required to accommodate any Additional Party’s participation shall be made pro rata across our (or our affiliates’) Commitments under the Bridge Facility, (C) subject to paragraph (D) below, we and any Additional Arranger Party (or the relevant designated affiliate) participates in the Bridge Facility on the same terms (or terms more favorable to the Arranger Parties) contained in this Syndication Letter and the Loan Documents (other than with respect to the amount of our and any Additional Arranger Party’s (or their affiliate’s) Commitments in the Bridge Facility may be different) with the same pro rata economics in relation to their Commitments under the Bridge Facility with all such fees payable to Lenders under the Bridge Facility being split pro rata to our and any Additional Arranger Party’s (or their affiliate’s) Commitments under the Bridge Facility; (D) the Initial Arranger Parties shall be entitled to receive economics equal to not less than fifty (50) per cent of the total economics under the Loan Documents, with the total economics paid to BofA, Barclays and JPMorgan being split 60%, 20% and 20%, respectively, between them, and (E) no superior title shall be awarded to any such Additional Arranger Parties. The parties hereto agree to enter into or make amendments to this Agreement and the Loan Documents to reflect and give effect to the appointment of Additional Arranger Parties.

2. Syndication.

(a) The Initial Arranger Parties intend and reserve the right, both prior to and after the Closing Date but on or after the date of the public announcement by the Borrower of its intent to consummate the Closing Date Acquisition (including pursuant to any Rule 2.7 Announcement), to secure commitments for the Bridge Facility from a syndicate of banks, financial institutions and other entities acceptable to you (in accordance with any syndication plan agreed between you and the Initial Arranger Parties) (such banks, financial institutions and other entities committing to provide the Bridge Facility, together with each Initial Lender under the Bridge Facility Agreement, the “Lenders”) upon the terms and subject to the conditions set forth in the Bridge Facility Agreement (including that any assignments made prior to the Closing Date shall require your consent). Until the earlier of (i) the date on which the Initial Lenders hold no more than an amount equal to 50% of the Initial Term Loan Commitments in the aggregate of the Bridge Facility (such holding level, a “Successful Syndication”) and (ii) the date that is 60 days following the Closing Date (such earlier date, the “Syndication Date”), you agree to use your commercially reasonable efforts to assist us actively in achieving a Successful Syndication of the Bridge Facility that is satisfactory to us and you. To assist us in our syndication efforts, you agree that you will, and will cause your representatives and advisors to, (i) provide promptly to the Initial Arranger Parties and the other Lenders upon request, all customary information reasonably necessary and requested by the Initial Arranger Parties to assist the Initial Arranger Parties to complete the syndication, (ii) make your senior management available to prospective Lenders on reasonable prior notice and at mutually agreed times and locations (which may be via video conference), (iii) host, with the Initial Arranger Parties, one or more meetings with prospective Lenders at mutually agreed times and locations (which may be via video conference) (and to the extent necessary, one or more conference calls with prospective Lenders in addition to any such meeting), (iv) assist, and cause your affiliates and advisors to assist, the Initial Arranger Parties in the preparation of one or more customary confidential information memoranda, lender presentations and other customary marketing materials in form and substance reasonably satisfactory to the Initial Arranger Parties to be used in connection with the syndication, (v) use commercially reasonable efforts to ensure that, where appropriate, the syndication efforts of the Initial Arranger Parties benefit materially from the existing lending relationships of the Borrower, (vi) use commercially reasonable efforts to obtain, at the Borrower’s expense, (A) a current public corporate credit rating (but not a specific rating) from Standard & Poor’s Rating Services (“S&P”) and (B) a current public corporate family rating (but not a specific rating) from Moody’s Investors Service, Inc. (“Moody’s”) (vii) enter into discussions with BofA with respect to

amendments to the Loan Documents which BofA may reasonably request on behalf of the Lenders; (viii) make any filing with, or provide any notice to, any governmental or other sovereign authority required to be made by you and necessary to consummate any borrowings under the Bridge Facility; and (ix) ensure that there will be no competing issues, offerings, placements, arrangements or syndications of debt securities or commercial bank or other credit facilities by or on behalf of you or your subsidiaries, being offered, placed or arranged (other than the Bridge Facility) without the written consent of BofA, unless such issuance, offering, placement, arrangement or syndication could not reasonably be expected to materially and adversely impair the syndication of the Bridge Facility (it being understood that (w) your, and your respective subsidiaries' deferred purchase price amounts, and other contingent obligations, (x) indebtedness incurred in the ordinary course of business of the Borrower and its subsidiaries for capital expenditures, overadvances, overdrafts, purchase money indebtedness, capital leases, equipment financings, receivables or inventory securitization, factoring or other financing, hedging arrangements and/or working capital purposes (including under the Sixteenth Amended and Restated Credit Agreement, dated as of October 24, 2014, by and among Corpay Technologies Operating Company, LLC, as the borrower, the several banks and other financial institutions or entities from time to time parties thereto, and Bank of America, N.A., as administrative agent (as amended, restated, amended and restated, supplemented or otherwise modified from time to time prior to the date hereof, the "**Existing Borrower Credit Agreement**")), (y) replacements, extensions and renewals of existing indebtedness and (z) other indebtedness to be agreed among the Borrower and BofA, in each case, will not materially and adversely impair the syndication of the Bridge Facility). Notwithstanding anything to the contrary contained in this Syndication Letter, the Fee Letter or any other letter agreement or undertaking concerning the financing of the Closing Date Acquisition to the contrary, none of the obtaining of public ratings or the compliance with any of the provisions set forth in this paragraph, including in any of clauses (i) through (ix) above, shall constitute a condition to the funding of the Initial Term Loan on the Closing Date. Neither the Borrower nor any parties acting on its behalf will, directly or indirectly (except through the Initial Arranger Parties), offer or sell, or solicit any offer to buy, any portion of the Bridge Facility, and neither the Borrower nor any parties acting on its behalf has previously done any of the foregoing.

(b) We acknowledge that, in relation to the period prior to the Closing Date: (i) neither the Target nor any of its affiliates is obligated to assist with any syndication of the Bridge Facility, or take any action procured by you; and (ii) at any time, the scope, form and content of information that can be provided pursuant to this Syndication Letter will be subject to the requirements of the Takeover Code or the Takeover Panel as well as any other applicable legal or regulatory restrictions (including any applicable laws or regulations on market abuse) and it is acknowledged that no breach of any term of this Section 2 or Section 3 below will give rise to a Default, a Major Default or an Event of Default (under and as defined the Bridge Facility Agreement). The Initial Arranger Parties acknowledge that the syndication of the Bridge Facility shall be conducted by them in accordance with any requirements of the Takeover Code and the Takeover Panel (including in relation to posting or presentation of information (including in accordance with Practice Statement 25 of the Takeover Code)).

(c) BofA and/or one or more of their affiliates will exclusively manage all aspects of the syndication of the Bridge Facility (in consultation and consistent with any syndication plan agreed with you), including decisions as to the selection and number of potential Lenders to be approached, when they will be approached and whose commitments will be accepted, any titles offered to the Lenders and the final allocations of the commitments and any related fees among the Lenders (in each case, with your consent, not to be unreasonably withheld), and BofA will exclusively perform all functions and exercise all authority as is customarily performed and exercised in such capacities.

3. Information.

(a) You represent and warrant (solely as they relate to matters with respect to the Target and its subsidiaries prior to the Closing Date and notwithstanding anything to the contrary herein, to the best of your knowledge) that (i) all written information and written data (other than the Projections, as defined below, other forward-looking information and information of a general economic or general industry nature) concerning the Borrower, the Target and their respective subsidiaries and the Closing Date Transactions that has been or will be made available to the Arranger Parties or the Lenders by you or any of your or their representatives, subsidiaries or affiliates (or on your or their behalf) (the “Information”), when taken as a whole, (x) is and, in the case of Information made available after the date hereof, will be complete and correct in all material respects and (y) does not and, in the case of Information made available after the date hereof, will not contain any untrue statement of a material fact or omit to state a material fact necessary in order to make the statements contained therein, in the light of the circumstances under which they were made, not misleading, when taken as a whole (after giving effect to all supplements and updates thereto from time to time), and (ii) all financial projections concerning the Borrower, the Target and their respective subsidiaries, taking into account the consummation of the Closing Date Transactions, that have been or will be made available to the Arranger Parties or the Lenders by you or any of your representatives, subsidiaries or affiliates (or on your or their behalf) (the “Projections”) have been and will be prepared in good faith based on assumptions that are believed by you to be reasonable at the time made and at the time furnished (it being understood and agreed that (w) the Projections are as to future events and are not to be viewed as facts, (x) the Projections are subject to significant uncertainties and contingencies, many of which are beyond your control, (y) no assurance can be given that any particular Projections will be realized and (z) actual results during the period or periods covered by any such Projections may differ significantly from the projected results and such differences may be material). You agree that if, at any time prior to the later of the Closing Date and the Syndication Date, you become aware that any of the representations and warranties contained in the preceding sentence would be incorrect in any material respect if the Information and Projections were being furnished, and such representations were being made, at such time, then you will promptly supplement (or use commercially reasonable efforts to supplement, in the case of Information relating to the Target and its subsidiaries) the Information and the Projections so that such representations are correct in all material respects under those circumstances. We will be entitled to use and rely upon, without responsibility to verify independently, the Information and the Projections and do not assume responsibility for the accuracy or completeness of the Information and the Projections. You acknowledge that we may share with any of our affiliates (it being understood that such affiliates will be subject to the confidentiality agreements between you and us), and such affiliates may share with the Arranger Parties, any information related to you, the Target, or any of your or their subsidiaries or affiliates (including, without limitation, in each case, information relating to creditworthiness) and the transactions contemplated hereby.

(b) You acknowledge that (i) the Initial Arranger Parties will make available, on your behalf, the Information, Projections and other marketing materials and presentations, including any confidential information memoranda and/or lender presentations (collectively, the “Informational Materials”), to the potential Lenders by posting the Informational Materials on SyndTrak Online or by other similar electronic means (collectively, the “Electronic Means”) and (ii) certain prospective Lenders may be “public side” (i.e., lenders that have personnel that do not wish to receive material non-public information (within the meaning of the United States federal and state securities laws, “MNPI”) with respect to the Borrower, the Target or your or their respective subsidiaries or affiliates or any of your or their respective securities), and who may be engaged in investment and other market-related activities with respect to such entities’ securities (such Lenders, “Public Lenders”). At the request of the Initial Arranger Parties, (A) you will assist, and cause your affiliates, advisors to assist, the Initial Arranger Parties in the preparation of Informational Materials to be used in connection with the syndication of the Bridge Facility to Public Lenders, which will not contain MNPI (the “Public Informational Materials”) and (B) at the request of the Initial Arranger Parties you will identify and conspicuously mark any Public Informational Materials

“PUBLIC”. Notwithstanding the foregoing, you agree that the Initial Arranger Parties may distribute the following documents to all prospective Lenders (including the Public Lenders) on your behalf, unless you advise the Initial Arranger Parties in writing (including by email) within a reasonable time prior to their intended distributions that such material should not be distributed to Public Lenders: (w) administrative materials for prospective Lenders such as lender meeting invitations and funding and closing memoranda, (x) notifications of changes in the terms of the Bridge Facility, (y) historical financial information regarding the Borrower and its subsidiaries (other than the Projections, but including the historical financial information of the Target after the consummation of the Closing Date Acquisition) and (z) drafts and final versions of the Bridge Facility Agreement and the other Loan Documents. If you advise us in writing (including by email) that any of the foregoing items (other than the Loan Documents) should not be distributed to Public Lenders, then the Initial Arranger Parties will not distribute such materials to Public Lenders without further discussions with you. Before distribution of any Informational Materials to prospective Lenders, you shall provide us with a customary letter authorizing the dissemination of the Informational Materials and confirming the accuracy and completeness in all material respects of the information contained therein and, in the case of Public Informational Materials, confirming the absence of MNPI therefrom.

(c) For the avoidance of doubt and notwithstanding any other provision of this Syndication Letter, the Loan Documents or any agreement or undertaking concerning the financing of the Closing Date Transactions to the contrary: (i) you will not be required to provide any information the disclosure of which is prohibited or restricted under, or would contravene any, applicable law, rule or regulation (including the Takeover Code and any other applicable legal or regulatory restrictions (including any applicable laws or regulations on market abuse) and taking into account any requirements of the Takeover Code or the Takeover Panel) or any obligation of confidentiality (not created in contemplation of the Closing Date Transactions), is legally privileged or would violate or waive any attorney-client or other privilege, in each case in respect of you, the Target or any of your or its respective affiliates, and you shall only be required to provide information with respect to the Target and its affiliates that is publicly available and in a form customarily delivered in connection with financings for acquisitions of a London Stock Exchange listed public company; provided that, in the event you do not provide information in reliance on the exclusions in this paragraph, to the extent permitted, you shall use commercially reasonable efforts to provide (x) such information in a manner that would not be so prohibited or restricted or which would not result in a loss of privilege, as applicable, and (y) notice to the Initial Arranger Parties, in each case, promptly upon obtaining knowledge that such information is being withheld, that such information is being withheld.

4. Indemnification; Expenses.

(a) You agree to indemnify and hold harmless the Arranger Parties (in each of their capacities) and in each case, each of their respective affiliates and each of their and their affiliates' respective directors, officers, employees, partners, controlling persons, representatives, advisors and agents and each of their respective heirs, successors and assigns (each, an “Indemnified Party”) from and against any and all actions, suits, losses, claims, damages, penalties, liabilities and reasonable and documented out-of-pocket expenses of any kind or nature (including legal expenses), joint or several, to which such Indemnified Party may become subject or that may be incurred or asserted or awarded against such Indemnified Party, in each case arising out of or in connection with or by reason of (including, without limitation, in connection with any investigation, litigation or proceeding or preparation of a defense in connection therewith) (a) any matters contemplated by this Syndication Letter, the Closing Date Transactions or any related transaction (including, without limitation, the execution and delivery of this Syndication Letter, the Loan Documents and the closing of the Closing Date Transactions) or (b) the use or the contemplated use of the proceeds of the Initial Term Loan, and will reimburse each Indemnified

Party for all out-of-pocket expenses (provided that your obligations under this Section 4(a) in respect of legal fees and expenses, shall be limited to the reasonable and documented out-of-pocket fees, disbursements and other charges of one counsel to all Indemnified Parties (taken as a whole) and, if reasonably necessary, a single local counsel for all Indemnified Parties (taken as a whole) in each relevant jurisdiction and with respect to each relevant specialty, and in the case of an actual or perceived conflict of interest, one additional counsel in each relevant jurisdiction to the affected Indemnified Parties similarly situated and taken as a whole) on written demand as they are incurred in connection with any of the foregoing; provided that no Indemnified Party will have any right to indemnification for any of the foregoing (i) to the extent resulting from such Indemnified Party's own gross negligence, bad faith, willful misconduct or material breach of this Syndication Letter as determined by a court of competent jurisdiction in a final non-appealable judgment or (ii) to the extent resulting from any dispute solely among the Indemnified Parties other than any claims against an Indemnified Party in its capacity or in fulfilling its role as an administrative agent or arranger or any similar role under the Bridge Facility and not arising out of any act or omission of the Borrower or any affiliate of the Borrower. In the case of an investigation, litigation or proceeding to which the indemnity in this paragraph applies, such indemnity shall be effective whether or not such investigation, litigation or proceeding is brought by you, your affiliates, equity holders or creditors or other third parties or an Indemnified Party, whether or not an Indemnified Party is otherwise a party thereto and whether or not the transactions contemplated hereby are consummated. You also agree that no Indemnified Party will have any liability (whether direct or indirect, in contract or tort, or otherwise) to you or your affiliates or to your or their respective equity holders or creditors arising out of, related to or in connection with any aspect of the Closing Date Transactions contemplated hereby, except to the extent such liability to you is determined in a final, non-appealable judgment by a court of competent jurisdiction to have resulted from such Indemnified Party's own gross negligence, bad faith, willful misconduct or material breach of this Syndication Letter. None of (x) the Borrower, the Target, or any of its or their respective affiliates or subsidiaries, or (y) any Indemnified Party will be liable to any other person or entity for any indirect, consequential, special or punitive damages (in the case of clause (x), other than in respect of any such damages required to be indemnified under this Section 4) in connection with this Syndication Letter, the Loan Documents or any other element of the Closing Date Transactions. No Indemnified Party will be liable to you, your affiliates or any other person for any damages arising from the use by others of Informational Materials or other materials obtained by Electronic Means, except to the extent that your damages are found in a final non-appealable judgment by a court of competent jurisdiction to have resulted from the gross negligence, bad faith, willful misconduct of or a material breach of this Syndication Letter by, such Indemnified Party. You shall not, without the prior written consent of each Indemnified Party affected thereby, settle any threatened or pending claim or action that would give rise to the right of any Indemnified Party to claim indemnification hereunder unless such settlement (x) includes a full and unconditional release of all liabilities arising out of such claim or action against such Indemnified Party, (y) does not include any statement as to or an admission of fault, culpability or failure to act by or on behalf of such Indemnified Party and (z) requires no action on the part of the Indemnified Party other than its consent. You shall not be liable for any settlement of any action effected without your consent (which consent shall not be unreasonably withheld or delayed), but, if settled with your prior written consent or if there is a judgment in any such action, you agree to indemnify and hold harmless each Indemnified Party from and against any and all losses, claims, damages, penalties, liabilities and reasonable and documented out-of-pocket expenses of any kind or nature (including legal expenses) incurred by reason of such settlement in accordance with this Section 4(a).

(b) You agree to reimburse each Arranger Party for its reasonable and documented out-of-pocket expenses (including expenses of each Arranger Party's due diligence investigation, syndication expenses, travel expenses and reasonable and documented out-of-pocket fees, disbursements and other charges of counsel to the Arranger Parties (but limited, in the case of legal fees and expenses, to the reasonable and documented out-of-pocket fees, disbursements and other charges of one counsel to all

of the Arranger Parties, collectively and taken as a whole, and, if necessary, specialty counsel and one local counsel in any relevant jurisdiction)), in each case, incurred solely in connection with due diligence, the preparation, negotiation, execution and delivery of this Syndication Letter and the other Loan Documents and any related definitive documentation and security arrangements. You acknowledge that we may receive a benefit, including without limitation, a discount, credit or other accommodation, from any such counsel referred to in this Section 4 based on the fees such counsel may receive on account of their relationship with us including, without limitation, fees paid pursuant hereto.

5. Confidentiality.

(a) This Syndication Letter and the Fee Letter (collectively, the “Syndication Documents”) and the existence and contents hereof and thereof 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 or thereof 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 the Syndication Documents 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 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) of the Bridge Facility Agreement, in any required filings with the Securities and Exchange Commission and other applicable regulatory authorities and stock exchanges, (v) [reserved], (vi) to the extent necessary to enforce any right under the Syndication Documents, (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 the Syndication Documents 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 or in any public release or filing relating to the Closing Date Transactions.

(b) We agree to use all non-public information provided to us by or on behalf of the Borrower hereunder solely for the purpose of providing the services which are the subject of this Syndication Letter and to treat all such information confidentially; provided that, subject to the requirements of the Takeover Code and the Takeover Panel, nothing herein shall prevent any Arranger Party from disclosing any such information (i) to any Lenders or participants or prospective Lenders or participants, (ii) as otherwise required by applicable law, rule or regulation or compulsory legal process or pursuant to a subpoena (in which case, we agree, to the extent permitted by law, to inform you promptly in advance thereof), (iii) upon the request or demand of any regulatory authority having jurisdiction over such Arranger Party or its affiliates (in which case such Arranger Party shall, except with respect to any audit or examination conducted by bank accountants or any governmental bank regulatory authority exercising examination or regulatory authority, promptly notify you, in advance, to the extent practicable and

permitted to do so by applicable law, rule or regulation), (iv) to the directors, officers, employees, legal counsel, independent auditors, professionals, advisors, service providers and other experts or agents of such Arranger Party or its affiliates who are informed of the confidential nature of such information and are or have been advised of their obligation to keep information of this type confidential, (v) to any of its respective affiliates solely in connection with the Closing Date Transactions, (vi) to the extent necessary to enforce any right under this Syndication Letter or any other Loan Document, (vii) to the extent any such information becomes publicly available other than by reason of disclosure by such Arranger Party or its affiliates in breach of this Syndication Letter, (viii) to the extent that such information is received by such Arranger Party from a third party that is not to such Arranger Party's knowledge subject to confidentiality obligations to you, (ix) to the extent that such information is independently developed by an Arranger Party, (x) to ratings agencies in connection with the Closing Date Transactions and (xi) for purposes of establishing a "due diligence" defense; provided, further, that the disclosure of any such information to any Lenders or prospective Lenders or participants or prospective participants referred to above shall be made subject to the acknowledgment and acceptance by such Lender or prospective Lender or participant or prospective participant that such information is being disseminated on a confidential basis (on substantially the terms set forth in this paragraph or as is otherwise reasonably acceptable to you and each Arranger Party, including, without limitation, as agreed in any confidential information memorandum or other marketing materials) in accordance with the standard syndication processes of such Arranger Party or customary market standards for dissemination of such type of information. The Arranger Parties shall be permitted to use information related to the syndication and arrangement of commitments from prospective Lenders for the Bridge Facility (including your name and company logo) in connection with obtaining a CUSIP number, marketing, press releases or other transactional announcements or updates provided to investor or trade publications, subject to confidentiality obligations or disclosure restrictions reasonably requested by you. The provisions of this paragraph with respect to the Arranger Parties shall automatically terminate one year following the date of this Syndication Letter.

(c) The Arranger Parties hereby notify you that pursuant to the requirements of the USA PATRIOT Act, Title III of Pub. L. 107-56 (signed into law October 26, 2001) (the "PATRIOT Act") and the requirements of 31 C.F.R. § 1010.230 (the "Beneficial Ownership Regulation"), each of them is required to obtain, verify and record information that identifies you and the Guarantors, which information includes the name, address, tax identification number and other information of such entities that will allow the Arranger Parties and the other Lenders to identify you and the Guarantors in accordance with the PATRIOT Act and the Beneficial Ownership Regulation. This notice is given in accordance with the requirements of the PATRIOT Act and the Beneficial Ownership Regulation and is effective for each of us and the Lenders.

(d) 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.

6. Other Services.

(a) Nothing contained herein shall limit or preclude the Arranger Parties or any of their affiliates from carrying on any business with, providing banking or other financial services to, or from participating in any capacity, including as an equity investor in, any party whatsoever, including, without limitation, any competitor, supplier or customer of you, the Target, or any of your or their respective affiliates, or any other party that may have interests different than or adverse to such parties.

(b) You acknowledge that the Arranger Parties and their affiliates (i) may be providing debt financing, equity capital or other services (including financial advisory services) to other entities and persons with which you, the Target or your or their respective affiliates may have conflicting interests

regarding the Closing Date Transactions and otherwise, (ii) may act, without violation of its contractual obligations to you, as it deems appropriate with respect to such other entities or persons, and (iii) have no obligation in connection with the Closing Date Transactions to use, or to furnish to you, the Target or you or their respective affiliates or subsidiaries, confidential information obtained from other entities or persons. In particular, you acknowledge that the Arranger Parties and their affiliates may possess information about the Target, the Closing Date Transactions and other potential purchasers and their respective strategies and bids, but the Arranger Parties and their affiliates have no obligation to furnish to you such information.

(c) In connection with all aspects of the Closing Date Transactions, you acknowledge and agree that: (i) the Bridge Facility and any related arranging or other services contemplated in this Syndication Letter constitute an arm's-length commercial transaction between you and your affiliates, on the one hand, and the Arranger Parties, on the other hand, and you are capable of independently evaluating and understanding and understand and accept the terms, risks and conditions of the Closing Date Transactions, (ii) in connection with the process leading to the Closing Date Transactions, each of the Arranger Parties is and has been acting solely as a principal and not as a financial advisor, agent or fiduciary, for you, the Target or any of your or their respective management, affiliates, equity holders, directors, officers, employees, creditors or any other party, (iii) no Arranger Party or any affiliate thereof has assumed or will assume an advisory, agency or fiduciary responsibility in your or your affiliates' favor with respect to any of the Closing Date Transactions or the process leading thereto (irrespective of whether any Arranger Party or any of its affiliates has advised or is currently advising you or your affiliates on other matters) (other than as a Financial Advisor) and no Arranger Party has any obligation to you or your affiliates with respect to the Closing Date Transactions except those obligations expressly set forth in the Syndication Documents, (iv) the Arranger Parties and their respective affiliates may be engaged in a broad range of transactions that involve interests that differ from yours and those of your affiliates and no Arranger Party shall have any obligation to disclose any of such interests, and (v) no Arranger Party has provided any legal, accounting, regulatory or tax advice with respect to any of the Closing Date Transactions and you have consulted your own legal, accounting, regulatory and tax advisors to the extent you have deemed appropriate. You hereby waive and release, to the fullest extent permitted by law, any claims that you may have against any Arranger Party or any of their respective affiliates with respect to any breach or alleged breach of agency, fiduciary duty or conflict of interest in connection with the engagement contemplated hereby.

(d) You further acknowledge that each Arranger Party and its affiliates is a full service securities firm engaged in securities trading and brokerage activities as well as providing investment banking and other financial services. In the ordinary course of business, each Arranger Party may provide investment banking and other financial services to, and/or each Arranger Party may acquire, hold or sell, for its own accounts and the accounts of customers, equity, debt and other securities and financial instruments (including bank loans and other obligations) of, you, the Target and your or the Target's subsidiaries and other companies with which you, the Target or your or their respective subsidiaries may have commercial or other relationships. With respect to any securities and/or financial instruments so held by the Arranger Parties, their respective affiliates or any of their respective customers, all rights in respect of such securities and financial instruments, including any voting rights, will be exercised by the holder of the rights, in its sole discretion.

(e) It is understood and agreed that this Syndication Letter shall not constitute a commitment to provide any portion of the Bridge Facility or any other financing. Any such commitment will be subject to the execution and delivery of, and satisfaction of the conditions contained in, a separate loan agreement, commitment letter or credit agreement, as the case may be, related thereto (including, for the avoidance of doubt, with respect to the Bridge Facility, the credit agreement executed on the date hereof with respect thereto).

7. Governing Law. **THIS SYNDICATION LETTER AND THE OTHER SYNDICATION DOCUMENTS, AND ANY CLAIM, CONTROVERSY OR DISPUTE ARISING UNDER OR RELATED THERETO (INCLUDING, WITHOUT LIMITATION, ANY CLAIMS SOUNDING IN CONTRACT LAW OR TORT LAW ARISING OUT OF THE SUBJECT MATTER HEREOF OR THEREOF), SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK (INCLUDING SECTION 5-1401 AND SECTION 5-1402 OF THE GENERAL OBLIGATIONS LAW OF THE STATE OF NEW YORK), WITHOUT REFERENCE TO ANY OTHER CONFLICTS OR CHOICE OF LAW PRINCIPLES THEREOF.** THE PARTIES HEREBY WAIVE ANY RIGHT TO TRIAL BY JURY WITH RESPECT TO ANY CLAIM OR ACTION ARISING OUT OF THIS SYNDICATION LETTER OR THE OTHER SYNDICATION DOCUMENTS. With respect to any suit, action or proceeding arising in respect of this Syndication Letter or the other Syndication Documents or any of the matters contemplated hereby or thereby, the parties hereto hereby irrevocably and unconditionally submit to the exclusive jurisdiction of any state or federal court located in the Borough of Manhattan, and irrevocably and unconditionally waive any objection to the laying of venue of such suit, action or proceeding brought in such court and any claim that such suit, action or proceeding has been brought in an inconvenient forum. The parties hereto hereby agree that service of any process, summons, notice or document by registered mail addressed to you or each of the Arranger Parties will be effective service of process against such party for any action or proceeding relating to any such dispute. A final judgment in any such action or proceeding may be enforced in any other courts with jurisdiction over you or each of the Arranger Parties.

8. Miscellaneous. This Syndication Letter and the other Syndication Documents embody the entire agreement among the Arranger Parties and you and your affiliates with respect to the specific matters set forth above and supersede all prior agreements and understandings relating to the subject matter hereof. No person has been authorized by any of the Arranger Parties to make any oral or written statements inconsistent with this Syndication Letter or the other Syndication Documents. This Syndication Letter and the other Syndication Documents shall not be assignable by (x) you without the prior written consent of the Arranger Parties or (y) the Arranger Parties (except as provided herein) without your prior written consent, and any purported assignment without such consent shall be void. Any and all services to be provided by the Arranger Parties hereunder may be performed by or through any of their respective affiliates or branches and the provisions of Section 4 shall apply with equal force and effect to any such entities so performing any such duties or activities, but no Arranger Party shall be relieved of its obligations under this Syndication Letter. This Syndication Letter and the other Syndication Documents are not intended to benefit or create any rights in favor of any person other than the parties hereto, the Lenders and, with respect to indemnification, each Indemnified Party. This Syndication Letter may be executed in separate counterparts and delivery of an executed signature page of this Syndication Letter by facsimile transmission or electronic mail shall be effective as delivery of a manually executed counterpart hereof; provided that, upon the request of any party hereto, such facsimile transmission or electronic mail transmission shall be promptly followed by the original thereof. The words “execution,” “signed,” “signature,” “delivery,” and words of like import in this Syndication Letter or any other document to be signed in connection with this Syndication Letter shall be deemed to include electronic signatures, electronic records or the electronic matching of assignment terms and contract formations on electronic platforms approved by the Arranger Parties or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature, physical delivery thereof or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transactions Act. This Syndication Letter may only be amended, modified or superseded by an agreement in writing signed by each of you and the Arranger Parties.

Each of the parties hereto agrees that each of this Syndication Letter, if accepted by you as provided above, is a binding and enforceable agreement with respect to the subject matter contained herein and therein; provided that nothing contained in the Syndication Letter obligates you or any of your affiliates to consummate the Closing Date Transactions or to draw upon all or any portion of the Bridge Facility.

[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 Syndication Letter and returning it to the Arranger Parties.

Sincerely,

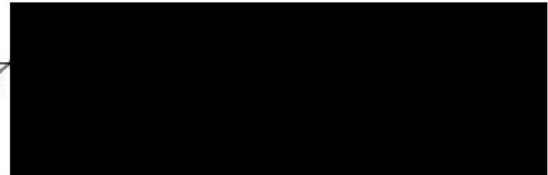
BANK OF AMERICA, N.A.

By: _____
Name: _____
Title: _____






BOFA SECURITIES, INC.

By: _____
Name: _____
Title: _____



BARCLAYS BANK PLC

By: 
Name: 
Title: 

JPMORGAN CHASE BANK, N.A.

By: _____
Name: _____
Title: _____

Agreed to and accepted as of the date first
above written:

CORPAY, INC.

By: _____

Name: _____

Title: _____