

ASSIGNMENT AND ASSUMPTION

This Assignment and Assumption (this “Assignment and Assumption”) is dated as of the Effective Date set forth below and is entered into by and between Bank of America, N.A., JPMorgan Chase Bank, N.A. and Barclays Bank PLC (each, an “Assignor” and collectively, the “Assignors”) and each of the entities listed on the signature pages hereof as “Assignees” (each, an “Assignee” and collectively, the “Assignees”). Capitalized terms used but not defined herein have the meanings provided in the Credit Agreement identified below, receipt of a copy of which is hereby acknowledged by the Assignees. The Standard Terms and Conditions set forth in Annex 1 attached hereto are hereby agreed to and incorporated herein by reference and made a part of this Assignment and Assumption as if set forth herein in full.

For an agreed consideration, each Assignor hereby irrevocably sells and assigns to each Assignee, and each Assignee hereby irrevocably purchases and assumes from each Assignor, subject to and in accordance with the Standard Terms and Conditions and the Credit Agreement, as of the Effective Date inserted by the Administrative Agent as contemplated below (i) all of the Assignors’ rights and obligations as Lenders under the Credit Agreement and any other documents or instruments delivered pursuant thereto to the extent related to the relevant amount and proportion of interest relating to Commitments/Loans such that the outstanding rights and obligations of each Assignor and each Assignee under the respective facilities identified below (including, without limitation, the Guarantees included in such facilities) are as set out in paragraph 6 and (ii) to the extent permitted to be assigned under applicable law, all claims, suits, causes of action and any other right of the Assignors (in their capacities as Lenders) against any Person, whether known or unknown, arising under or in connection with the Credit Agreement, any other documents or instruments delivered pursuant thereto or the loan transactions governed thereby or in any way based on or related to any of the foregoing, including, but not limited to, contract claims, tort claims, malpractice claims, statutory claims and all other claims at law or in equity related to the rights and obligations sold and assigned pursuant to clause (i) above (the rights and obligations sold and assigned pursuant to clauses (i) and (ii) above being referred to herein collectively as, the “Assigned Interest”). Such sale and assignment is without recourse to the Assignors and, except as expressly provided in this Assignment and Assumption, without representation or warranty by the Assignors.

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. Furthermore, it is agreed 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. The parties hereto further agree that each Assignee shall be an Arranger under the Credit Agreement, each Assignee shall be deemed to be an “Arranger” under the Credit Agreement, and such Assignees will appear immediately to the right of Barclays and JPMorgan in such marketing materials or other documentation used in connection with the Bridge Facility in descending order based on their Assigned Interests, as set forth below in paragraph 6.

1. Assignors: Bank of America, N.A., JPMorgan Chase Bank, N.A., and Barclays Bank PLC. No Assignor is a Defaulting Lender.
2. Assignees: Each entity listed on the signature pages hereof as “Assignees”
3. Borrower: Corpay, Inc.
4. Administrative Agent: Bank of America, N.A., as the administrative agent under the

Credit Agreement

5. Credit Agreement: Bridge Term Loan Credit Agreement, dated as of July 23, 2025 (as amended, modified, supplemented or extended from time to time, the "Credit Agreement") among Corpay, Inc. (the "Company", "Parent", or the "Borrower"), the Lenders from time to time party thereto and Bank of America, N.A., as Administrative Agent.

6. Assigned Interest:

Assignor/Assignee	Facility Assigned	Amount of Commitment/Loans after Assignment	Percentage Assigned of Commitment/Loans
BANK OF AMERICA, N.A.	Initial Term Loan Commitment	£562,500,000.00	30.000000000%
BARCLAYS BANK PLC	Initial Term Loan Commitment	£187,500,000.00	10.000000000%
JPMORGAN CHASE BANK, N.A.	Initial Term Loan Commitment	£187,500,000.00	10.000000000%
PNC BANK, NATIONAL ASSOCIATION	Initial Term Loan Commitment	£159,375,000.00	8.500000000%
WELLS FARGO BANK, N.A.	Initial Term Loan Commitment	£140,625,000.00	7.500000000%
THE TORONTO-DOMINION BANK, NEW YORK BRANCH	Initial Term Loan Commitment	£131,250,000.00	7.000000000%
MUFG BANK, LTD.	Initial Term Loan Commitment	£112,500,000.00	6.000000000%
BANK OF MONTREAL	Initial Term Loan Commitment	£75,000,000.00	4.000000000%
FIFTH THIRD BANK, NATIONAL ASSOCIATION	Initial Term Loan Commitment	£75,000,000.00	4.000000000%
THE BANK OF NOVA SCOTIA	Initial Term Loan Commitment	£75,000,000.00	4.000000000%
CAPITAL ONE, NATIONAL ASSOCIATION	Initial Term Loan Commitment	£56,250,000.00	3.000000000%
CITIZENS BANK, N.A.	Initial Term Loan Commitment	£56,250,000.00	3.000000000%
MIZUHO BANK, LTD	Initial Term Loan Commitment	£56,250,000.00	3.000000000%
Total Amount:		£1,875,000,000.00	100.000000000%

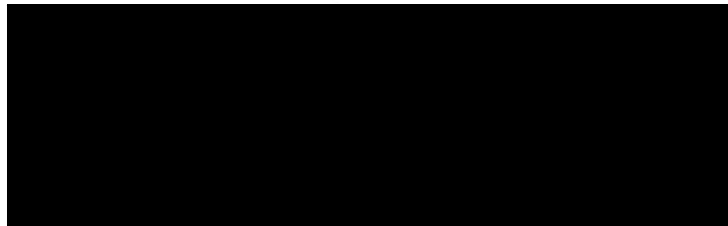
7. Trade Date: August 11, 2025

8. Effective Date: August 11, 2025

The terms set forth in this Assignment and Assumption are hereby agreed to:

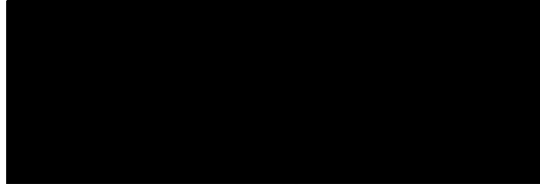
ASSIGNORS:

BANK OF AMERICA, N.A.



ASSIGNORS:

JPMORGAN CHASE BANK, N.A.



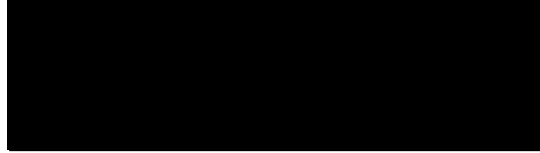
ASSIGNORS:

BARCLAYS BANK PLC



ASSIGNEES:

PNC BANK, NATIONAL ASSOCIATION



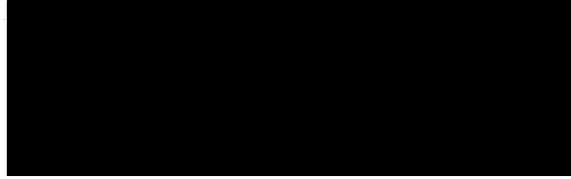
ASSIGNEES:

Wells Fargo Bank, N.A.



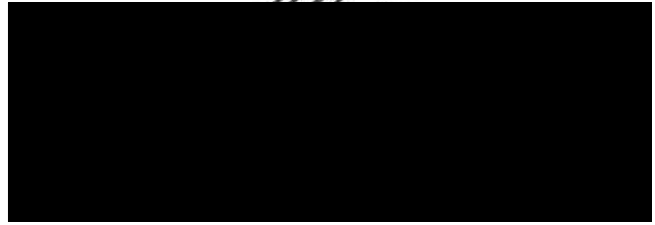
ASSIGNEES:

The Toronto-Dominion Bank, New York Branch



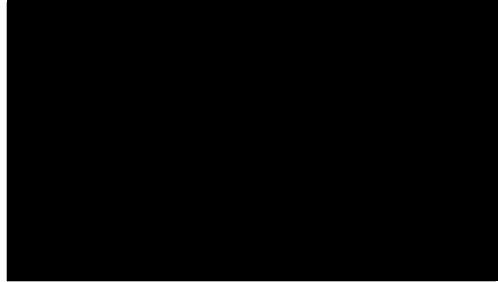
ASSIGNEES:

MUFG Bank, Ltd.



ASSIGNEES:

Bank of Montreal

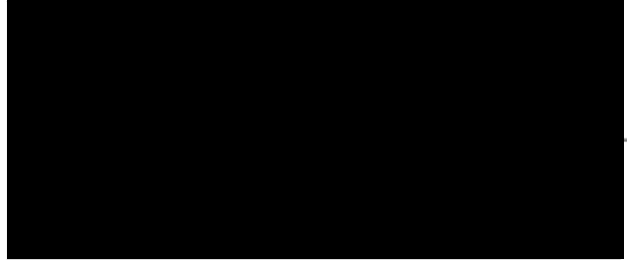


Fifth Third Bank, National Association



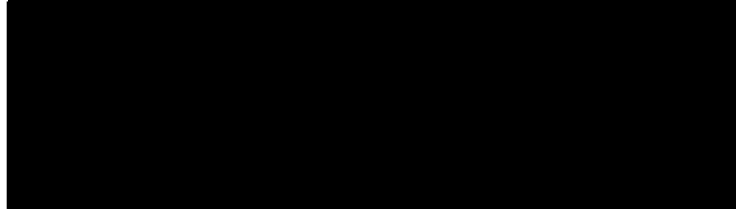
ASSIGNEES:

THE BANK OF NOVA SCOTIA



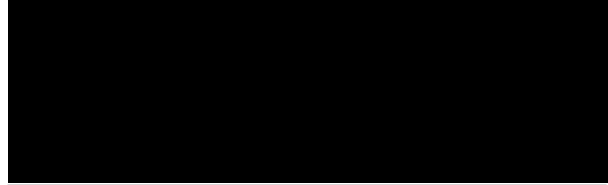
ASSIGNEES:

CAPITAL ONE NATIONAL ASSOCIATION



ASSIGNEES:

Citizens Bank, N.A.



ASSIGNEES:

Mizuho Bank, Ltd.



Consented to and Accepted:

BANK OF AMERICA, N.A.,
as Administrative Agent



Consented to and Accepted:

CORPAY, INC.,
a Delaware corporation



STANDARD TERMS AND CONDITIONS

1. Representations and Warranties.

1.1. Assignors. Each Assignor (a) represents and warrants that (i) it is the legal and beneficial owner of the Assigned Interest, (ii) the Assigned Interest is free and clear of any lien, encumbrance or other adverse claim, (iii) it has full power and authority, and has taken all action necessary, to execute and deliver this Assignment and Assumption and to consummate the transactions contemplated hereby and (iv) it is not a Defaulting Lender; and (b) assumes no responsibility with respect to (i) any statements, warranties or representations made in or in connection with the Credit Agreement or any other Loan Document, (ii) the execution, legality, validity, enforceability, genuineness, sufficiency or value of the Loan Documents or any collateral thereunder, (iii) the financial condition of the Company, any of its Subsidiaries or Affiliates or any other Person obligated in respect of any Loan Document or (iv) the performance or observance by the Company, any of its Subsidiaries or Affiliates or any other Person of any of their respective obligations under any Loan Document.

1.2. Assignees. Each Assignee (a) represents and warrants that (i) it has full power and authority, and has taken all action necessary, to execute and deliver this Assignment and Assumption and to consummate the transactions contemplated hereby and to become a Lender under the Credit Agreement, (ii) it meets the requirements to be an assignee under Section 11.06(b)(iv) of the Credit Agreement (subject to such consents, if any, as may be required under Section 11.06(b)(ii) of the Credit Agreement), (iii) from and after the Effective Date, it shall be bound by the provisions of the Credit Agreement as a Lender thereunder and, to the extent of the Assigned Interest, shall have the obligations of a Lender thereunder, (iv) it is sophisticated with respect to decisions to acquire assets of the type represented by the Assigned Interest and either it, or the Person exercising discretion in making its decision to acquire the Assigned Interest, is experienced in acquiring assets of such type, (v) it has received a copy of the Credit Agreement, and has received or has been accorded the opportunity to receive copies of the most recent financial statements delivered pursuant to Section 7.01 thereof, as applicable, and such other documents and information as it deems appropriate to make its own credit analysis and decision to enter into this Assignment and Assumption and to purchase the Assigned Interest, (vi) it has, independently and without reliance upon the Administrative Agent or any other Lender and based on such documents and information as it has deemed appropriate, made its own credit analysis and decision to enter into this Assignment and Assumption and to purchase the Assigned Interest, and (vii) if it is a Foreign Lender, attached hereto is any documentation required to be delivered by it pursuant to the terms of the Credit Agreement, duly completed and executed by such Assignee; and (b) agrees that (i) it will, independently and without reliance on the Administrative Agent, any Assignor or any other Lender, and based on such documents and information as it shall deem appropriate at the time, continue to make its own credit decisions in taking or not taking action under the Loan Documents, and (ii) it will perform in accordance with their terms all of the obligations which by the terms of the Loan Documents are required to be performed by it as a Lender. Each Assignee represents and warrants as of the Effective Date to the Administrative Agent, each Assignor and the respective Affiliates of each, and not, for the avoidance of doubt, for the benefit of the Borrower or any other Loan Party, that such Assignee is not and will not be (1) an employee benefit plan subject to Title I of ERISA, (2) a plan or account subject to Section 4975 of the Internal Revenue Code, (3) an entity deemed to hold “plan assets” of any such plans or accounts for purposes of ERISA or the Internal Revenue Code, or (4) a “governmental plan” within the meaning of ERISA.

2. Payments. From and after the Effective Date, the Administrative Agent shall make all payments in respect of the Assigned Interest (including payments of principal, interest, fees and other amounts) to each Assignor for amounts which have accrued to but excluding the Effective Date and to each Assignee for

amounts which have accrued from and after the Effective Date. Notwithstanding the foregoing, the Administrative Agent shall make all payments of interest, fees or other amounts paid or payable in kind from and after the Effective Date to each Assignee.

3. General Provisions. This Assignment and Assumption shall be binding upon, and inure to the benefit of, the parties hereto and their respective successors and assigns. This Assignment and Assumption may be executed in any number of counterparts, which together shall constitute one instrument. Delivery of an executed counterpart of a signature page of this Assignment and Assumption by telecopy shall be effective as delivery of a manually executed counterpart of this Assignment and Assumption. This Assignment and Assumption shall be governed by, and construed in accordance with, the law of the State of New York.