

Prospectus Supplement No. 10  
(to Prospectus dated May 16, 2022)



**Up to 19,999,967 Shares of Class A Common Stock Issuable Upon Exercise of  
Warrants  
and  
Up to 5,000,000 Shares of Class A Common Stock Offered by the Selling  
Stockholder**

This prospectus supplement is being filed to update, amend and supplement the information included in the prospectus dated May 16, 2022 (the "**Prospectus**") related to (a) the issuance by us of an aggregate of up to 19,999,967 shares of our Class A Common Stock, par value \$0.0001 per share ("**Class A Common Stock**"), consisting of (i) 6,666,666 shares of Class A Common Stock issuable upon the exercise of 6,666,666 warrants issued in a private placement in connection with our initial public offering and (ii) 13,333,301 shares of our Class A Common Stock issuable upon exercise of 13,333,301 warrants issued in connection with our initial public offering (the "**Public Warrants**") and (b) the resale from time to time by the selling stockholder identified in the Prospectus, or their permitted transferees, of an aggregate of up to 5,000,000 shares of Class A Common Stock. Capitalized terms used in this prospectus supplement and not otherwise defined herein have the meanings specified in the Prospectus.

This prospectus supplement is being filed to update, amend and supplement the information included in the Prospectus with the information contained in our Current Report on Form 8-K filed with the SEC on February 17, 2023, which is set forth below.

This prospectus supplement is not complete without the Prospectus. This prospectus supplement should be read in conjunction with the Prospectus, which is to be delivered with this prospectus supplement, and is qualified by reference thereto, except to the extent that the information in this prospectus supplement updates or supersedes the information contained in the Prospectus. Please keep this prospectus supplement with your Prospectus for future reference.

Our Class A Common Stock is listed on the Nasdaq Capital Market under the symbol "VRRM." Our Public Warrants are quoted on OTC Pink under the symbol "VRRMW." On February 16, 2023 the closing sale price per share of our Class A Common Stock was \$16.00.

**INVESTING IN OUR SECURITIES INVOLVES A HIGH DEGREE OF RISK. SEE THE SECTION ENTITLED "RISK FACTORS" BEGINNING ON PAGE 4 OF THE PROSPECTUS TO READ ABOUT FACTORS YOU SHOULD CONSIDER BEFORE BUYING SHARES OF OUR CLASS A COMMON STOCK.**

**Neither the Securities and Exchange Commission nor any state securities commission has approved or disapproved of the securities to be issued under this prospectus or determined if this prospectus is truthful or complete. Any representation to the contrary is a criminal offense.**

The date of this prospectus is February 17, 2023.

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**UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION**  
Washington, D.C. 20549

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**FORM 8-K**

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**CURRENT REPORT**

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**PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**

**Date of Report (Date of earliest event reported): February 15, 2023**

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**VERRA MOBILITY CORPORATION**  
(Exact name of registrant as specified in its charter)

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**Delaware**  
(State or other jurisdiction  
of incorporation)

**1-37979**  
(Commission  
File Number)

**81-3563824**  
(IRS Employer  
Identification No.)

**1150 N. Alma School Road**  
**Mesa, Arizona**  
(Address of principal executive offices)

**85201**  
(Zip Code)

**(480) 443-7000**  
(Registrant's telephone number, including area code)

**N/A**  
(Former name or former address, if changed since last report)

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Check the appropriate box below if the Form 8-K is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
- Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
- Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
- Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Securities registered pursuant to Section 12(b) of the Act:

<i>(Title of each class)</i>	<i>(Trading symbol)</i>	<i>(Name of each exchange on which registered)</i>
<b>Class A common stock, par value \$0.0001 per share</b>	<b>VRRM</b>	<b>Nasdaq Capital Market</b>
<b>Warrants to purchase Class A Common Stock</b>	<b>VRRMW</b>	<b>OTC Pink Marketplace</b>

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (§ 230.405 of this chapter) or Rule 12b-2 of the Securities Exchange Act of 1934 (§ 240.12b-2 of this chapter).

- Emerging growth company
- If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act.

**Item 5.02 Departure of Directors or Certain Officers; Election of Directors; Appointment of Certain Officers; Compensatory Arrangements of Certain Officers.**

On February 15, 2023, Verra Mobility Corporation's (the "*Company*") Compensation Committee of the Board of Directors (the "*Compensation Committee*") approved updated forms of (i) grant notice for restricted stock units and stock options awarded to participants at the senior vice president level and above under the Verra Mobility Corporation 2018 Equity Incentive Plan (the "*Equity Incentive Plan*"), and (ii) grant notice and award agreement for performance share units under the Equity Incentive Plan. The grant documentation was amended to adopt double trigger change in control vesting guidelines, among other things.

The Compensation Committee also approved the Verra Mobility Corporation Second Amended and Restated Short-Term Incentive Plan (the "*Bonus Plan*"), effective as of January 1, 2023, which amends, restates and supersedes in its entirety, the Verra Mobility Corporation Amended and Restated Corporation Short-Term Incentive Plan (the "*Prior Plan*"). The Bonus Plan is designed to provide annual incentive compensation to motivate, reward and retain participating Company employees ("*Participants*"). The Bonus Plan modifies the Prior Plan to provide that Participants must be employed as of October 1 of each plan year to be eligible for an award under the Bonus Plan and clarifies terms for partial year participation and organizational changes. The remaining provisions of the Prior Plan remain unchanged.

The foregoing descriptions of the grant documentation and Bonus Plan do not purport to be complete and are qualified in their entirety by reference to terms of those agreements, copies of which are filed herewith as Exhibits 10.1 through 10.7 to this Current Report on Form 8-K and are incorporated herein by reference.

**Item 9.01 Financial Statements and Exhibits.**

(d) Exhibits.

<b>Exhibit Number</b>	<b>Description of Exhibits</b>
10.1	<a href="#">Form of Notice of Grant of Restricted Stock Units (U.S. Participants) under the Verra Mobility Corporation 2018 Equity Incentive Plan.</a>
10.2	<a href="#">Form of Notice of Grant of Restricted Stock Units (Non-U.S. Participants) under the Verra Mobility Corporation 2018 Equity Incentive Plan.</a>
10.3	<a href="#">Form of Notice of Grant of Stock Option (U.S. Participants) under the Verra Mobility Corporation 2018 Equity Incentive Plan.</a>
10.4	<a href="#">Form of Notice of Grant of Stock Option (Non-U.S. Participants) under the Verra Mobility Corporation 2018 Equity Incentive Plan.</a>
10.5	<a href="#">Form of Notice of Grant of Performance Share Units and Award Agreement (U.S. Participants) under the Verra Mobility Corporation 2018 Equity Incentive Plan.</a>
10.6	<a href="#">Form of Notice of Grant of Performance Share Units and Award Agreement (Non-U.S. Participants) under the Verra Mobility Corporation 2018 Equity Incentive Plan.</a>
10.7	<a href="#">Verra Mobility Corporation Second Amended and Restated Short-Term Incentive Plan.</a>
104	Cover Page Interactive Data File (embedded within the Inline XBRL document)

**SIGNATURE**

Pursuant to the requirements of the Securities Exchange Act of 1934, as amended, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

Dated: February 17, 2023

**Verra Mobility Corporation**

By: /s/ Craig Conti

Name: Craig Conti

Title: Chief Financial Officer

**VERRA MOBILITY CORPORATION**  
**NOTICE OF GRANT OF RESTRICTED STOCK UNITS**  
**(For U.S. Participants)**

Verra Mobility Corporation, a Delaware corporation (the “*Company*”) has granted to the Participant an award (the “*Award*”) of certain units pursuant to the Verra Mobility Corporation 2018 Equity Incentive Plan (the “*Plan*”), each of which represents the right to receive on the applicable Settlement Date one (1) share of Stock, as follows:

**Participant:**

**Employee ID:**

**Date of Grant:**

**Total Number of Units:** \_\_\_\_\_ (each a “*Unit*”), subject to adjustment as provided by the Restricted Stock Units Agreement.

**Settlement Date:**

Except as provided by the Restricted Stock Units Agreement, the date on which a Unit becomes a Vested Unit.

**Vesting Start Date:**

**Vested Units:**

Except as provided in the Restricted Stock Units Agreement and provided that the Participant’s Service has not terminated prior to the applicable date, the number of Vested Units (disregarding any resulting fractional Unit) shall cumulatively increase on each respective date set forth below by the Vested Percentage set forth opposite such date, as follows::

<u>Vesting Date</u>	<u>Vested Percentage</u>
Prior to first anniversary of Vesting Start Date	0%
On first anniversary of Vesting Start Date (the “ <i>Initial Vesting Date</i> ”)	25%
2nd anniversary of Vesting Start Date	25%
3rd anniversary of Vesting Start Date	25%
4th anniversary of Vesting Start Date	25%

**Superseding Agreement:**

None.

**Accelerated Vesting:**

Notwithstanding any other provision contained in this Notice of Grant or the Restricted Stock Units Agreement, the Units that have not previously become Vested Units will become Vested Units immediately prior to, but conditioned upon, the occurrence of either (i) the consummation of a Change in Control in which the Acquiror elects not to assume or continue in full force and effect the Company’s rights and obligations under this Award or substitute for this Award in connection with the Change in Control a substantially equivalent award for the Acquiror’s stock, provided that the Participant’s Service has not terminated prior to the date of the Change in Control or (ii) the cessation of the Participant’s Service as a result of a Change in Control Termination (as defined below) where, in connection with such Change in Control, the Acquiror assumes, continues or substitutes for the Award; provided in the case of clause (ii) that the Participant executes a release of claims and separation agreement with the Company (on the Company’s standard form) that becomes effective and irrevocable within the period set forth therein (which period shall not be longer than 60 days following termination of Service).

**Change in Control Termination:**

“*Change in Control Termination*” means the occurrence of either of the following events within ninety (90) days prior to, upon or within twelve (12) months after the consummation of a Change in Control: (i) termination by the Company (or its successor) of the Participant’s Service for any reason other than Cause, death or

Disability, or (ii) the Participant's resignation for Good Reason (as defined below) from all capacities in which the Participant is then rendering Service.

**Good Reason Definition:**

**“Good Reason”** means the occurrence of any of the following events or conditions, unless the Participant has expressly consented in writing thereto: (i) a material reduction in the Participant's annual base salary; (ii) the material diminution of the Participant's duties, responsibilities, or authority, provided that Good Reason shall not exist under this clause (ii) if such diminution of authority, duties and responsibilities is a result of the hiring of additional subordinates to assume some of the Participant's duties and responsibilities which are in fact, in the aggregate from time to time, not a material diminution of such authority, duties and responsibilities of the Participant's position; (iii) the Company requires that the Participant's principal office location be moved to a location more than fifty (50) miles from the Participant's principal office location immediately before the change without the Participant's prior consent; or (iv) a material breach by the Company of the Participant's employment agreement between the parties. Notwithstanding the foregoing, the Participant shall not have Good Reason for termination unless (i) the Participant reasonably determines in good faith that a “Good Reason” condition has occurred; (ii) the Participant notifies the Company in writing of the occurrence of the Good Reason condition within sixty (60) days of such occurrence; (iii) the Participant cooperates in good faith with the Company's efforts, for a period not less than thirty (30) days following such notice (the **“Cure Period”**), to cure the condition; (iv) notwithstanding such efforts, the Good Reason condition continues to exist following expiration of the Cure Period as determined by the Company; and (v) the Participant terminates his employment within sixty (60) days after the end of the Cure Period. If the Company cures the Good Reason condition during the Cure Period, Good Reason shall be deemed not to have occurred.

By their signatures below or by electronic acceptance or authentication in a form authorized by the Company, the Company and the Participant agree that the Award is governed by this Grant Notice and by the provisions of the Restricted Stock Units Agreement and the Plan, both of which are made a part of this document, and by the Superseding Agreement, if any. Capitalized terms used but not defined herein have the meanings set forth in the Plan or Restricted Stock Units Agreement, as applicable. The Participant acknowledges that copies of the Plan, the Restricted Stock Units Agreement and the prospectus for the Plan are available on the Company's internal web site and may be viewed and printed by the Participant for attachment to the Participant's copy of this Grant Notice. The Participant represents that the Participant has read and is familiar with the provisions of the Restricted Stock Units Agreement and the Plan, and hereby accepts the Award subject to all of their terms and conditions.

**VERRA MOBILITY CORPORATION**

**PARTICIPANT**

By:

[officer name]  
[officer title]

Signature

Date

Address:

Address

ATTACHMENTS: 2018 Equity Incentive Plan, as amended to the Date of Grant; Restricted Stock Units Agreement and Plan Prospectus

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**VERRA MOBILITY CORPORATION**  
**NOTICE OF GRANT OF RESTRICTED STOCK UNITS**  
**(For Non-U.S. Participants)**

Verra Mobility Corporation, a Delaware corporation (the “*Company*”) has granted to the Participant an award (the “*Award*”) of certain units pursuant to the Verra Mobility Corporation 2018 Equity Incentive Plan (the “*Plan*”), each of which represents the right to receive on the applicable Settlement Date one (1) share of Stock, as follows:

**Participant:**

**Employee ID:**

**Date of Grant:**

**Total Number of Units:** \_\_\_\_\_ (each a “*Unit*”), subject to adjustment as provided by the Restricted Stock Units Agreement.

**Settlement Date:**

Except as provided by the Restricted Stock Units Agreement, the date on which a Unit becomes a Vested Unit.

**Vesting Start Date:**

**Vested Units:**

Except as provided in the Restricted Stock Units Agreement and provided that the Participant’s Service has not terminated prior to the applicable date, the number of Vested Units (disregarding any resulting fractional Unit) shall cumulatively increase on each respective date set forth below by the Vested Percentage set forth opposite such date, as follows:

<u>Vesting Date</u>	<u>Vested Percentage</u>
Prior to first anniversary of Vesting Start Date	0%
On first anniversary of Vesting Start Date (the “ <i>Initial Vesting Date</i> ”)	25%
2nd anniversary of Vesting Start Date	25%
3rd anniversary of Vesting Start Date	25%
4th anniversary of Vesting Start Date	25%

**Superseding Agreement:**

None.

**Accelerated Vesting:**

Notwithstanding any other provision contained in this Notice of Grant or the Restricted Stock Units Agreement, the Units that have not previously become Vested Units will become Vested Units immediately prior to, but conditioned upon, the occurrence of either (i) the consummation of a Change in Control in which the Acquiror elects not to assume or continue in full force and effect the Company’s rights and obligations under this Award or substitute for this Award in connection with the Change in Control a substantially equivalent award for the Acquiror’s stock, provided that the Participant’s Service has not terminated prior to the date of the Change in Control or (ii) the cessation of the Participant’s Service as a result of a Change in Control Termination (as defined below) where, in connection with such Change in Control, the Acquiror assumes, continues or substitutes for the Award; provided in the case of clause (ii) that the Participant executes a release of claims and separation agreement with the Company (on the Company’s standard form) that becomes effective and irrevocable within the period set forth therein (which period shall not be longer than 60 days following termination of Service).

**Change in Control Termination:**

“*Change in Control Termination*” means the occurrence of either of the following events within ninety (90) days prior to, upon or within twelve (12) months after the consummation of a Change in Control: (i) termination by the Company (or its successor) of the Participant’s Service for any reason other than Cause, death or

Disability, or (ii) the Participant's resignation for Good Reason (as defined below) from all capacities in which the Participant is then rendering Service.

**Good Reason Definition:**

**“Good Reason”** means the occurrence of any of the following events or conditions, unless the Participant has expressly consented in writing thereto: (i) a material reduction in the Participant's annual base salary; (ii) the material diminution of the Participant's duties, responsibilities, or authority, provided that Good Reason shall not exist under this clause (ii) if such diminution of authority, duties and responsibilities is a result of the hiring of additional subordinates to assume some of the Participant's duties and responsibilities which are in fact, in the aggregate from time to time, not a material diminution of such authority, duties and responsibilities of the Participant's position; (iii) the Company requires that the Participant's principal office location be moved to a location more than fifty (50) miles from the Participant's principal office location immediately before the change without the Participant's prior consent; or (iv) a material breach by the Company of the Participant's employment agreement between the parties. Notwithstanding the foregoing, the Participant shall not have Good Reason for termination unless (i) the Participant reasonably determines in good faith that a “Good Reason” condition has occurred; (ii) the Participant notifies the Company in writing of the occurrence of the Good Reason condition within sixty (60) days of such occurrence; (iii) the Participant cooperates in good faith with the Company's efforts, for a period not less than thirty (30) days following such notice (the **“Cure Period”**), to cure the condition; (iv) notwithstanding such efforts, the Good Reason condition continues to exist following expiration of the Cure Period as determined by the Company; and (v) the Participant terminates his employment within sixty (60) days after the end of the Cure Period. If the Company cures the Good Reason condition during the Cure Period, Good Reason shall be deemed not to have occurred.

By their signatures below or by electronic acceptance or authentication in a form authorized by the Company, the Company and the Participant agree that the Award is governed by this Grant Notice and by the provisions of the Restricted Stock Units Agreement and the Plan, both of which are made a part of this document, and by the Superseding Agreement, if any. Capitalized terms used but not defined herein have the meanings set forth in the Plan or Restricted Stock Units Agreement, as applicable. The Participant acknowledges that copies of the Plan, the Restricted Stock Units Agreement and the prospectus for the Plan are available on the Company's internal web site and may be viewed and printed by the Participant for attachment to the Participant's copy of this Grant Notice. The Participant represents that the Participant has read and is familiar with the provisions of the Restricted Stock Units Agreement and the Plan, and hereby accepts the Award subject to all of their terms and conditions.

**VERRA MOBILITY CORPORATION**

**PARTICIPANT**

By:

[officer name]  
[officer title]

Signature

Date

Address:

Address

ATTACHMENTS: 2018 Equity Incentive Plan, as amended to the Date of Grant; Restricted Stock Units Agreement and Plan Prospectus

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**VERRA MOBILITY CORPORATION**  
**NOTICE OF GRANT OF STOCK OPTION**  
**(For U.S. Participants)**

Verra Mobility Corporation, a Delaware corporation (the "**Company**") has granted to the Participant an option (the "**Option**") to purchase certain shares of Stock pursuant to the Verra Mobility Corporation 2018 Equity Incentive Plan (the "**Plan**"), as follows:

**Participant:** \_\_\_\_\_ **Employee ID:** \_\_\_\_\_

**Date of Grant:** \_\_\_\_\_

**Number of Option Shares:** \_\_\_\_\_, subject to adjustment as provided by the Option Agreement.

**Exercise Price:** \$ \_\_\_\_\_

**Vesting Start Date:** \_\_\_\_\_

**Option Expiration Date:** The tenth anniversary of the Date of Grant

**Tax Status of Option:** \_\_\_\_\_ Stock Option. (Enter "Incentive" or "Nonstatutory." If blank, this Option will be a Nonstatutory Stock Option.)

**Vested Shares:** Except as provided in the Option Agreement and provided the Participant's Service has not terminated prior to the applicable date, the number of Vested Shares (disregarding any resulting fractional share) as of any date is determined by multiplying the Number of Option Shares by the "**Vested Ratio**" determined as of such date, as follows:

	<u><b>Vested Ratio</b></u>
Prior to first anniversary of Vesting Start Date	0%
On first anniversary of Vesting Start Date (the " <b>Initial Vesting Date</b> ")	25%
On 2nd anniversary of Vesting Start Date	25%
On 3rd anniversary of Vesting Start Date	25%
On 4th anniversary of Vesting Start Date	25%

**Accelerated Vesting:** Notwithstanding any other provision contained in this Notice of Grant or the Option Agreement, the total Number of Option Shares that have not previously become Vested Shares will become Vested Shares immediately prior to, but conditioned upon, the occurrence of either (i) the consummation of a Change in Control in which the Acquiror elects not to assume or continue in full force and effect the Company's rights and obligations under all of the Option or substitute for all of the Option in connection with the Change in Control a substantially equivalent option for the Acquiror's stock, provided that the Participant's Service has not terminated prior to the date of the Change in Control or (ii) the cessation of the Participant's Service as a result of a Change in Control Termination (as defined below) where, in connection with such Change in Control, the Acquiror assumes, continues or substitutes for all of the Option; in the case of clause (ii) provided that the Participant executes a release of claims and separation agreement on the Company's standard form in favor of the Company and its affiliates that becomes effective and irrevocable within the period set forth therein (which period shall not be longer than sixty (60) days following termination of Service).

"**Change in Control Termination**" means the occurrence of either of the following events within ninety (90) days prior to, upon or within twelve (12) months after the consummation of a Change in Control: (i) termination by the Company (or its successor) of the Participant's Service for any reason other than Cause, death or Disability, or (ii) the Participant's resignation for Good Reason (as defined below) from all capacities in which the Participant is then rendering Service.

"**Good Reason**" means the occurrence of any of the following events or conditions, unless the Participant has expressly consented in writing thereto: (i) a material

reduction in the Participant's annual base salary; (ii) the material diminution of the Participant's duties, responsibilities, or authority, provided that Good Reason shall not exist under this clause (ii) if such diminution of authority, duties and responsibilities is a result of the hiring of additional subordinates to assume some of the Participant's duties and responsibilities which are in fact, in the aggregate from time to time, not a material diminution of such authority, duties and responsibilities of the Participant's position; (iii) the Company requires that the Participant's principal office location be moved to a location more than fifty (50) miles from the Participant's principal office location immediately before the change without the Participant's prior consent; or (iv) a material breach by the Company of the Participant's employment agreement between the parties. Notwithstanding the foregoing, the Participant shall not have Good Reason for termination unless (i) the Participant reasonably determines in good faith that a "Good Reason" condition has occurred; (ii) the Participant notifies the Company in writing of the occurrence of the Good Reason condition within sixty (60) days of such occurrence; (iii) the Participant cooperates in good faith with the Company's efforts, for a period not less than thirty (30) days following such notice (the "*Cure Period*"), to cure the condition; (iv) notwithstanding such efforts, the Good Reason condition continues to exist following expiration of the Cure Period as determined by the Company; and (v) the Participant terminates his employment within sixty (60) days after the end of the Cure Period. If the Company cures the Good Reason condition during the Cure Period, Good Reason shall be deemed not to have occurred.

**Superseding Agreement:** [None]

By their signatures below or by electronic acceptance or authentication in a form authorized by the Company, the Company and the Participant agree that the Option is governed by this Grant Notice and by the provisions of the Option Agreement and the Plan, both of which are made a part of this document, and by the Superseding Agreement, if any. Capitalized terms used but not defined herein have the meanings set forth in the Plan or Option Agreement, as applicable. The Participant acknowledges that copies of the Plan, the Option Agreement and the prospectus for the Plan are available on the Company's internal web site and may be viewed and printed by the Participant for attachment to the Participant's copy of this Grant Notice. The Participant represents that the Participant has read and is familiar with the provisions of the Option Agreement and the Plan, and hereby accepts the Option subject to all of their terms and conditions.

**VERRA MOBILITY CORPORATION**

**PARTICIPANT**

By:  
[officer name]  
[officer title]

Signature

Date

Address:

Address

ATTACHMENTS: 2018 Equity Incentive Plan, as amended to the Date of Grant; Stock Option Agreement, Exercise Notice and Plan Prospectus

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**VERRA MOBILITY CORPORATION**  
**NOTICE OF GRANT OF STOCK OPTION**  
**(For Non-U.S. Participants)**

Verra Mobility Corporation, a Delaware corporation (the “*Company*”) has granted to the Participant an option (the “*Option*”) to purchase certain shares of Stock pursuant to the Verra Mobility Corporation 2018 Equity Incentive Plan (the “*Plan*”), as follows:

**Participant:** \_\_\_\_\_ **Employee ID:** \_\_\_\_\_

**Date of Grant:** \_\_\_\_\_

**Number of Option Shares:** \_\_\_\_\_, subject to adjustment as provided by the Option Agreement.

**Exercise Price:** US\$ \_\_\_\_\_

**Vesting Start Date:** \_\_\_\_\_

**Option Expiration Date:** The tenth anniversary of the Date of Grant

**Tax Status of Option:** Nonstatutory Stock Option.

**Vested Shares:** Except as provided in the Option Agreement and provided the Participant’s Service has not terminated prior to the applicable date, the number of Vested Shares (disregarding any resulting fractional share) as of any date is determined by multiplying the Number of Option Shares by the “*Vested Ratio*” determined as of such date, as follows:

	<u><b>Vested Ratio</b></u>
Prior to first anniversary of Vesting Start Date	0%
On first anniversary of Vesting Start Date (the “ <i>Initial Vesting Date</i> ”)	25%
On 2nd anniversary of Vesting Start Date	25%
On 3rd anniversary of Vesting Start Date	25%
On 4th anniversary of Vesting Start Date	25%

**Accelerated Vesting:** Notwithstanding any other provision contained in this Notice of Grant or the Option Agreement, the total Number of Option Shares that have not previously become Vested Shares will become Vested Shares immediately prior to, but conditioned upon, the occurrence of either (i) the consummation of a Change in Control in which the Acquiror elects not to assume or continue in full force and effect the Company’s rights and obligations under all of the Option or substitute for all of the Option in connection with the Change in Control a substantially equivalent option for the Acquiror’s stock, provided that the Participant’s Service has not terminated prior to the date of the Change in Control or (ii) the cessation of the Participant’s Service as a result of a Change in Control Termination (as defined below) where, in connection with such Change in Control, the Acquiror assumes, continues or substitutes for all of the Option; in the case of clause (ii) provided that the Participant executes a release of claims and separation agreement on the Company’s standard form in favor of the Company and its affiliates that becomes effective and irrevocable within the period set forth therein (which period shall not be longer than sixty (60) days following termination of Service).

“*Change in Control Termination*” means the occurrence of either of the following events within ninety (90) days prior to, upon or within twelve (12) months after the consummation of a Change in Control: (i) termination by the Company (or its successor) of the Participant’s Service for any reason other than Cause, death or Disability, or (ii) the Participant’s resignation for Good Reason (as defined below) from all capacities in which the Participant is then rendering Service.

“*Good Reason*” means the occurrence of any of the following events or conditions, unless the Participant has expressly consented in writing thereto: (i) a material reduction in the Participant’s annual base salary; (ii) the material diminution of the

Participant's duties, responsibilities, or authority, provided that Good Reason shall not exist under this clause (ii) if such diminution of authority, duties and responsibilities is a result of the hiring of additional subordinates to assume some of the Participant's duties and responsibilities which are in fact, in the aggregate from time to time, not a material diminution of such authority, duties and responsibilities of the Participant's position; (iii) the Company requires that the Participant's principal office location be moved to a location more than fifty (50) miles from the Participant's principal office location immediately before the change without the Participant's prior consent; or (iv) a material breach by the Company of the Participant's employment agreement between the parties. Notwithstanding the foregoing, the Participant shall not have Good Reason for termination unless (i) the Participant reasonably determines in good faith that a "Good Reason" condition has occurred; (ii) the Participant notifies the Company in writing of the occurrence of the Good Reason condition within sixty (60) days of such occurrence; (iii) the Participant cooperates in good faith with the Company's efforts, for a period not less than thirty (30) days following such notice (the "**Cure Period**"), to cure the condition; (iv) notwithstanding such efforts, the Good Reason condition continues to exist following expiration of the Cure Period as determined by the Company; and (v) the Participant terminates his employment within sixty (60) days after the end of the Cure Period. If the Company cures the Good Reason condition during the Cure Period, Good Reason shall be deemed not to have occurred.

**Superseding Agreement:** [None]

By their signatures below or by electronic acceptance or authentication in a form authorized by the Company, the Company and the Participant agree that the Option is governed by this Grant Notice and by the provisions of the Option Agreement and the Plan, both of which are made a part of this document, and by the Superseding Agreement, if any. Capitalized terms used but not defined herein have the meanings set forth in the Plan or Option Agreement, as applicable. The Participant acknowledges that copies of the Plan, the Option Agreement and the prospectus for the Plan are available on the Company's internal web site and may be viewed and printed by the Participant for attachment to the Participant's copy of this Grant Notice. The Participant represents that the Participant has read and is familiar with the provisions of the Option Agreement and the Plan, and hereby accepts the Option subject to all of their terms and conditions.

**VERRA MOBILITY CORPORATION**

**PARTICIPANT**

By:  
[officer name]  
[officer title]

Signature

Date

Address:

Address

ATTACHMENTS: 2018 Equity Incentive Plan, as amended to the Date of Grant; Stock Option Agreement, Exercise Notice and Plan Prospectus

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**VERRA MOBILITY CORPORATION  
PERFORMANCE SHARE UNITS  
NOTICE OF GRANT AND AWARD AGREEMENT**

Verra Mobility Corporation (the “*Company*”), pursuant to its 2018 Equity Incentive Plan (the “*Plan*”), this Notice of Grant (“*Grant Notice*”) and the attached Award Agreement (the “*Agreement*”), hereby grants to the holder listed below (the “*Participant*”), an award (the “*Award*”) of Performance Share Units (the “*Units*”), each of which represents the right to receive on the applicable Settlement Date one (1) share of Stock (each a “*Share*”), as follows:

**Participant:**

**Grant Date:**

**Target Number of Units:** \_\_\_\_\_, subject to adjustment as provided by the Agreement.

**Maximum Number of Units:** \_\_\_\_\_, which is 150% of the Target Number of Units, subject to adjustment as provided by the Agreement.

**Performance Period:** The three-year period beginning [\_\_\_\_\_] and ending [\_\_\_\_\_] , subject to Section 9.1 of the Agreement (the “*Performance Period*”).

**Performance Measure:** Relative Total Stockholder Return (“*Relative TSR*”), meaning the percentile rank for the Performance Period of Company Annualized TSR versus the Annualized TSR of the Comparator Group, all as determined in accordance with Section 2 of the Agreement.

**Comparator Group:** The group of companies determined in accordance with Appendix B (each, a “*Comparator Group Company*”).

**Earned Units:** A number of Units (rounded up to the nearest whole Unit), if any (not to exceed the Maximum Number of Units), equal to the product of (i) the Target Number of Units and (ii) the Relative TSR Factor, as illustrated by Appendix A.

**Relative TSR Factor:** A percentage (rounded to the nearest 1/100 of 1% and not greater than 150% or less than 50%) determined in accordance with Section 2 of the Agreement; provided, however, that (i) the Relative TSR Factor shall be zero percent (0%) if the Relative TSR is less than 25<sup>th</sup> percentile and (ii) the Relative TSR Factor shall not exceed 100% if the Company Absolute TSR for the Performance Period is less than zero percent (0%). Determination of the Relative TSR Factor is illustrated by Appendix A.

**Vesting Date:** [\_\_\_\_\_] , except as otherwise provided by the Agreement.

**Vested Units:** Provided that the Participant’s Service has not terminated prior to the Vesting Date (except as otherwise provided by the

Agreement), the Earned Units, if any, shall become Vested Units on the Vesting Date.

**Settlement Date:**

For each Vested Unit, except as otherwise provided by the Agreement, the Settlement Date shall be the Vesting Date or as soon thereafter as practicable; provided, however that the Committee, in its discretion, may specify as the Settlement Date a later date on which the sale of Shares to be issued in settlement of Vested Units would not violate the Trading Compliance Policy, but in any event no later than the 15th day of the third calendar month following the end of the Applicable Year in which the Vesting Date occurs. For this purpose, "Applicable Year" means the calendar year or the Company's fiscal year, whichever year ends later.

By their signatures below or by electronic acceptance or authentication in a form authorized by the Company, the Company and the Participant agree that the Award is governed by this Grant Notice and by the provisions of the Plan and the Agreement, both of which are made part of this document. The Participant acknowledges that copies of the Plan, the Agreement and the prospectus for the Plan are available on the Company's internal web site and may be viewed and printed by the Participant for attachment to the Participant's copy of this Grant Notice. The Participant represents that the Participant has read and is familiar with the provisions of the Plan and the Agreement, and hereby accepts the Award subject to all of their terms and conditions. The Participant hereby agrees to accept as binding, conclusive and final all decisions or interpretations of the Committee upon any questions arising under the Plan or relating to the Units.

**VERRA MOBILITY CORPORATION**

**PARTICIPANT**

By:  
Print Name:  
Title:  
Address:

By:  
Print Name:  
Address:

**APPENDIX A****ILLUSTRATION OF RELATIVE TSR FACTOR AND RESULTING NUMBER OF EARNED UNITS**

<b>Relative TSR (Percentile rank of Company Annualized TSR versus the Annualized TSR of the Comparator Group)</b>	<b>Relative TSR Factor (Rounded to nearest 1/100 of 1%)</b>	<b>Earned Units (Per 1,000 Target Units, rounded up to nearest whole Unit)</b>
Maximum: 75 <sup>th</sup> Percentile and above	150.00%	1,500
70 <sup>th</sup> Percentile	137.5%	1,375
65 <sup>th</sup> Percentile	125%	1,250
60 <sup>th</sup> Percentile	112.5%	1,125
Target: 55 <sup>th</sup> Percentile	100.00%	1,000
50 <sup>th</sup> Percentile	91.67%	917
45 <sup>th</sup> Percentile	83.33%	833
40 <sup>th</sup> Percentile	75.00%	750
35 <sup>th</sup> Percentile	66.67%	667
30 <sup>th</sup> Percentile	58.33%	583
25 <sup>th</sup> Percentile	50.00%	500
Threshold: Less than 25 <sup>th</sup> percentile	0%	0

- The Relative TSR Factor may not exceed 150%.
  - If the Company Absolute TSR for the Performance Period is a negative number, the Relative TSR Factor may not exceed 100% even if the Company Annualized TSR exceeds the Comparator Group 55<sup>th</sup> Percentile Annualized TSR.
  - If the Relative TSR is less than 25<sup>th</sup> percentile, the Relative TSR Factor shall be zero percent (0%).
  - The Relative TSR Factor is determined by linear interpolation for Relative TSRs falling between the whole numbers represented in the table above.
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APPENDIX A CONTINUED

**ILLUSTRATIONS OF CALCULATION OF EARNED UNITS  
PER 1,000 TARGET UNITS**

**Company Annualized TSR Exceeds Comparator Group 55<sup>th</sup> Percentile Annualized TSR**

<b><u>Assumptions</u></b>		
<b>Company:</b>		
Beginning Average Per Share Closing Price		\$15.00
Ending Average Per Share Closing Price		\$26.00
Dividends per Share		\$0.00
Performance Period		3 years
<b>Comparator Group:</b>		
Comparator Group 75 <sup>th</sup> Percentile Annualized TSR		23.00%
Comparator Group 55 <sup>th</sup> Percentile Annualized TSR		15.00%
<b><u>Computations</u></b>		
Company Annualized TSR	$[(\$26/\$15)^{(1/3)} - 1] \times 100\%$	20.12%
Relative TSR	<i>Percentile Rank vs. Comparator Group</i>	65 <sup>th</sup> Percentile
Relative TSR Factor	$((65^{\text{th}} - 55^{\text{th}}) \times 2.5\%) + 100\%$	125.00%
<b>Earned Units</b>	$1,000 \times 125.00\%$	1,250

**Company Annualized TSR Is Less Than Comparator Group 55<sup>th</sup> Percentile Annualized TSR**

<b><u>Assumptions</u></b>		
<b>Company:</b>		
Beginning Average Per Share Closing Price		\$15.00
Ending Average Per Share Closing Price		\$20.00
Dividends per Share		\$0.00
Performance Period		3 years
<b>Comparator Group:</b>		
Comparator Group 55 <sup>th</sup> Percentile Annualized TSR		15.00%
Comparator Group 25 <sup>th</sup> Percentile Annualized TSR		8.00%
<b><u>Computations:</u></b>		
Company Annualized TSR	$[(\$20/\$15)^{(1/3)} - 1] \times 100\%$	10.06%



Relative TSR	<i>Percentile Rank vs. Comparator Group</i>	40 <sup>th</sup> Percentile
Relative TSR Factor	$100\% - ((55^{\text{th}} - 40^{\text{th}}) * 1.67\%)$	75%
<b>Earned Units</b>	$1,000 \times 75\%$	750

**APPENDIX B****COMPARATOR GROUP**

The Comparator Group consists of all companies that, as of the Grant Date, are included in the S&P 1000 Index (i.e., the S&P Mid-Cap 400 Index and the S&P Small-Cap 600 Index) (the “*Comparator Group Criteria*”).

The Comparator Group established as of the Grant Date, and, if applicable, a constituent’s company’s Total Stockholder Return for the Performance Period, will only be modified during the Performance Period as follows:

- A constituent company that becomes bankrupt during the Performance Period will remain a member of the Comparator Group, but its Annualized TSR for the Performance Period will be deemed to equal negative 100%.
  - A constituent company that is acquired or ceases to be publicly traded for a reason other than bankruptcy during the Performance Period will be excluded from the Comparator Group.
  - A constituent company that distributes a portion of its business in a spin-off transaction during the Performance Period and that remains publicly traded will be retained in the Comparator Group, but the company that is spun off will not be included in the Comparator Group.
  - A constituent company that ceases to satisfy the Comparator Group Criteria during the Performance Period nevertheless will be retained in the Comparator Group.
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**VERRA MOBILITY CORPORATION**  
**PERFORMANCE SHARE UNITS**  
**AWARD AGREEMENT**  
**(U.S. PARTICIPANTS)**

Verra Mobility Corporation (the “*Company*”) has granted to the Participant named in the Grant Notice to which this Agreement is attached an Award consisting of Performance Share Units (the “*Units*”) subject to the terms and conditions set forth in the Grant Notice and this Agreement. The Award has been granted pursuant to the Verra Mobility Corporation 2018 Equity Incentive Plan (the “*Plan*”), as amended to the Grant Date, the provisions of which are incorporated herein by reference.

Unless otherwise defined herein or in the Grant Notice, capitalized terms shall have the meanings assigned under the Plan.

1. **THE AWARD.**

The Company hereby awards to the Participant the Target Number of Units set forth in the Grant Notice, which, depending on the extent to which the Performance Goal is attained during the Performance Period, may result in the Participant earning as little as zero (0) Units or as many as the Maximum Number of Units. Subject to the terms of this Agreement and the Plan, each Unit, to the extent it is earned and becomes a Vested Unit, represents a right to receive on the Settlement Date one (1) Share. Unless and until a Unit has been determined to be an Earned Unit and has vested and become a Vested Unit as set forth in the Grant Notice, the Participant will have no right to settlement of such Units. Prior to settlement of Vested Units, such Units will represent an unfunded and unsecured obligation of the Company.

2. **CERTAIN DEFINED TERMS.**

2.1 “*Annualized TSR Percentage*” means, for the Company and each Comparator Group Company, the compound annual growth rate, expressed as a percentage (rounded to the nearest 1/100 of 1%), in the value of one share of such company’s common stock during the Performance Period due to the appreciation in the price per share and dividends paid during such period with respect to such share, assuming dividends are reinvested, calculated as follows:

$$\frac{\text{Ending Price} + \text{Dividends}}{\text{Beginning Price}}^{1N} - 1 \times 100\%$$

Where,

“Ending Price” is the Ending Average Per Share Closing Price of such company;

“Dividends” are the aggregate values of all dividends paid to a stockholder of record of such company with respect to one share of common stock during the Performance Period;

“Beginning Price” is the Beginning Average Per Share Closing Price of such company; and

“N” is the number of 12-month periods that have elapsed between the first day of the Performance Period and the last day of the Performance Period (which may not be a full integer if computed in connection with a Change in Control or a termination of employment under Section 9.2).

2.2 “**Average Per Share Closing Price**” means, for the Company and each Comparator Group Company, the average of the daily closing prices per share of common stock of such company as reported on the national or regional securities exchange or quotation system constituting the primary market for such common stock for all trading days falling within the applicable averaging period.

2.3 “**Beginning Average Per Share Closing Price**” means, for the Company and each Comparator Group Company, the Average Per Share Closing Price for the 20 trading days beginning on the first trading day occurring on or immediately following the first day of the Performance Period.

2.4 “**Ending Average Per Share Closing Price**” means, for the Company and each Comparator Group Company, the Average Per Share Closing Price for the 20 trading days ending on the last trading day of the Performance Period.

2.5 “**Company Absolute TSR**” means the percentage point increase or decrease (rounded to the nearest 1/100 of 1%) equal to the quotient of (a) the sum of (i) the Ending Average Per Share Closing Price of the Company and (ii) the aggregate value of all dividends paid to a stockholder of record of the Company with respect to one Share during the Performance Period, divided by (b) the Beginning Average Per Share Closing Price of the Company.

2.6 “**Company Annualized TSR**” means the Company’s Annualized TSR Percentage for the Performance Period.

2.7 “**Comparator Group Annualized TSR**” means the Annualized TSR Percentages of all Comparator Group Companies for the Performance Period.

2.8 “**Good Reason**” means the occurrence of any of the following events or conditions, unless the Participant has expressly consented in writing thereto: (i) a material reduction in the Participant’s annual base salary; (ii) the material diminution of the Participant’s duties, responsibilities, or authority, provided that Good Reason shall not exist under this clause (ii) if such diminution of authority, duties and responsibilities is a result of the hiring of additional subordinates to assume some of the Participant’s duties and responsibilities which are in fact, in the aggregate from time to time, not a material diminution of such authority, duties and responsibilities of the Participant’s position; (iii) the Company requires that the Participant’s principal office location be moved to a location more than fifty (50) miles from the Participant’s principal office location immediately before the change without the Participant’s prior consent; or (iv) a material breach by the Company of the Participant’s employment agreement between the parties. Notwithstanding the foregoing, the Participant shall not have Good Reason for termination unless (i) the Participant reasonably determines in good faith that a “Good Reason” condition has occurred; (ii) the Participant notifies the Company in writing of the occurrence of the Good Reason condition within sixty (60) days of such occurrence; (iii) the Participant cooperates in good faith with the Company’s efforts, for a period not less than thirty (30) days following such notice (the “Cure Period”), to cure the condition; (iv) notwithstanding such efforts, the Good Reason condition continues to exist following expiration of the Cure Period as determined by the Company; and (v) the Participant terminates his employment within sixty (60) days after the end of the Cure Period. If the Company cures the Good Reason condition during the Cure Period, Good Reason shall be deemed not to have occurred.

2.9 “**Relative TSR**” means, for the Performance Period, the percentile rank of Company Annualized TSR versus Comparator Group Annualized TSR

2.10 “**Relative TSR Factor**” means a percentage (rounded to the nearest 1/100 of 1%) determined as follows:

(a) Relative TSR Above the 55<sup>th</sup> Percentile. If the Relative TSR for the Performance Period is equal to or greater than the 55<sup>th</sup> percentile of the Comparator Group, the Relative TSR Factor shall be calculated as follows:

Relative TSR-55 x 2.5+100%

(b) Relative TSR Below the 55<sup>th</sup> Percentile. If the Relative TSR for the Performance Period is below the 55<sup>th</sup> percentile of the Comparator Group, the Relative TSR Factor shall be calculated as follows:

100%-55-Relative TSR x 1.67

Notwithstanding the foregoing, the calculation of the Relative TSR Factor shall be qualified by the following:

(i) the Relative TSR Factor may not exceed 150%;

(ii) if the Company Absolute TSR for the Performance Period is a negative number, the Relative TSR Factor may not exceed 100% even if the Company Annualized TSR exceeds the Comparator Group 55<sup>th</sup> Percentile Annualized TSR; and

(iii) if the Relative TSR is less than the 25<sup>th</sup> percentile, the Relative TSR Factor shall be zero percent (0%).

### 3. COMMITTEE DETERMINATION OF EARNED UNITS.

3.1 **Level of Performance Measure Attained.** As soon as practicable following completion of the Performance Period, but in any event no later than the Settlement Date, the Committee shall determine the level of attainment of the Performance Measure during the Performance Period, the resulting Relative TSR Factor and the number of Units which have become Earned Units.

3.2 **Adjustment for Leave of Absence or Part-Time Work.** Unless otherwise required by law or Company policy, if the Participant takes one or more unpaid leaves of absence in excess of thirty (30) days in the aggregate during the Performance Period, the number of Units which would otherwise become Earned Units shall be prorated on the basis of the number of days of the Participant's Service during the Performance Period during which the Participant was not on an unpaid leave of absence. Unless otherwise required by law or Company policy, if the Participant commences working on a part-time basis during the Performance Period, the Committee may, in its discretion, reduce on a pro rata basis (reflecting the portion of the Performance Period worked by the Participant on a full-time equivalent basis) the number of Units which would otherwise become Earned Units, or provide that the number of Units which would otherwise become Earned Units shall be reduced as provided by the terms of an agreement between the Participant and the Company pertaining to the Participant's part-time schedule.

### 4. VESTING OF EARNED UNITS.

4.1 **Normal Vesting.** Except as otherwise provided by this Agreement, Earned Units shall vest and become Vested Units as provided in the Grant Notice.

4.2 **Vesting Upon a Change in Control.** In the event of a Change in Control, the vesting of Earned Units shall be determined in accordance with Section 9.1.

4.3 **Vesting Upon Involuntary Termination in Anticipation of a Change in Control.** In the event that Participant's Service is terminated (i) by the Company for a reason other than for Cause, death or Disability or (ii) by Participant for Good Reason (together, an "***Involuntary Termination***"), and such Involuntary Termination either (a) occurred within the ninety (90) day period prior to the effective date of a Change in Control or (b) is demonstrated by the Participant to the reasonable satisfaction of the Committee to have been at the request of a third party who is a party to such Change in Control (in either case, an "***Involuntary Termination in Anticipation of a Change in Control***"), then the vesting of Earned Units shall be determined in accordance with Section 9.2.

4.4 **Vesting Upon Involuntary Termination Following a Change in Control.** In the event that upon or within twelve (12) months following the effective date of a Change in Control, the Participant's Service terminates due to Involuntary Termination, then the vesting of Earned Units shall be determined in accordance with Section 9.3.

5. **TERMINATION OF SERVICE.**

In the event that the Participant's Service terminates for any reason, with or without cause, other than as described in Section 4.3 or 4.4, the Participant shall forfeit and the Company shall automatically reacquire all Units which are not, as of the time of such termination, Vested Units, and the Participant shall not be entitled to any payment therefor.

6. **SETTLEMENT OF THE AWARD.**

6.1 **Issuance of Shares.** Subject to the provisions of Section 6.3 and Section 7 below, the Company shall issue to the Participant on the Settlement Date with respect to each Vested Unit to be settled on such date one (1) Share. Shares issued in settlement of Vested Units shall not be subject to any restriction on transfer other than any such restriction as may be required pursuant to Section 6.3.

6.2 **Beneficial Ownership of Shares; Certificate Registration.** The Participant hereby authorizes the Company, in its sole discretion, to deposit any or all Shares acquired by the Participant pursuant to the settlement of the Award with the Company's transfer agent, including any successor transfer agent, to be held in book entry form, or to deposit such Shares for the benefit of the Participant with any broker with which the Participant has an account relationship of which the Company has notice. Except as provided by the foregoing, a certificate for the Shares acquired by the Participant shall be registered in the name of the Participant, or, if applicable, in the names of the heirs of the Participant.

6.3 **Restrictions on Grant of the Award and Issuance of Shares.** The grant of the Award and issuance of Shares upon settlement of the Award shall be subject to compliance with all applicable requirements of U.S. federal, state or foreign law with respect to such securities. No Shares may be issued hereunder if the issuance of such Shares would constitute a violation of any applicable U.S. federal, state or foreign securities laws or other laws or regulations or the requirements of any stock exchange or market system upon which the Stock may then be listed. The inability of the Company to obtain from any regulatory body having jurisdiction the authority, if any, deemed by the Company's legal counsel to be necessary to the lawful issuance of any Shares subject to the Award shall relieve the Company of any liability in respect of the failure to issue such Shares as to which such requisite authority shall not have been obtained. As a condition to the settlement of the Award, the Company may require the Participant to satisfy any qualifications that may be necessary or appropriate, to evidence compliance with any applicable law or regulation and to make any representation or warranty with respect thereto as may be requested by the Company. Further, regardless of whether the transfer or issuance of the Shares to be issued pursuant to the Units has been registered under the Securities Act or has been registered or qualified under the securities laws of any State, the Company may impose additional restrictions upon the sale, pledge, or

other transfer of the Shares (including the placement of appropriate legends on stock certificates and the issuance of stop-transfer instructions to the Company's transfer agent) if, in the judgment of the Company and the Company's counsel, such restrictions are necessary in order to achieve compliance with the provisions of the Securities Act, the securities laws of any State, or any other law.

6.4 **Fractional Shares.** The Company shall not be required to issue fractional Shares upon the settlement of the Award.

7. **TAX WITHHOLDING AND ADVICE.**

7.1 **In General.** Subject to Section 7.2, at the time the Grant Notice is executed, or at any time thereafter as requested by the Company, the Participant hereby authorizes withholding from payroll and any other amounts payable to the Participant, and otherwise agrees to make adequate provision for, any sums required to satisfy the U.S. federal, state, and local taxes and (if applicable) taxes imposed by jurisdictions outside of the United States (including income tax, social insurance contributions, payment on account and any other taxes) and required by law to be withheld with respect to any taxable event arising as a result of the Participant's participation in the Plan (referred to herein as "**Tax-Related Items**").

7.2 **Withholding of Taxes.** The Company or any other Participating Company, as appropriate, shall have the authority and the right to deduct or withhold, or require the Participant to remit to the applicable Participating Company, an amount sufficient to satisfy applicable Tax-Related Items or to take such other action as may be necessary in the opinion of the applicable Participating Company to satisfy such Tax-Related Items (including hypothetical withholding tax amounts if the Participant is covered under a Company tax equalization policy). In this regard, the Participant authorizes the applicable Participating Company or their respective agents, at their discretion, to satisfy the obligations with regard to all Tax-Related Items by one or a combination of the following:

- (a) withholding from the Participant's wages or other cash compensation paid to the Participant by the applicable Participating Company; or
- (b) withholding from proceeds of the sale of Shares acquired upon vesting and settlement of the Units, either through a voluntary sale or through a mandatory sale arranged by the Company (on the Participant's behalf pursuant to this authorization); or
- (c) withholding in Shares to be issued upon vesting and settlement of the Units; or
- (d) direct payment from the Participant.

To avoid negative accounting treatment, the Company may withhold or account for Tax-Related Items by considering applicable minimum statutory withholding amounts or other applicable withholding rates. If the Participant is covered by a Company tax equalization policy, the Participant agrees to pay to the Company any additional hypothetical tax obligation calculated and paid under the terms and conditions of such tax equalization policy. Finally, the Participant shall pay to the applicable Participating Company any amount of Tax-Related Items that the Participating Company may be required to withhold as a result of his or her participation in the Plan that cannot be satisfied by the means previously described. The Company may refuse to issue or deliver the Shares that may be issued in connection with the settlement of the Units if the Participant fails to comply with his or her Tax-Related Items obligations.

7.3 **Tax Advice.** The Participant represents, warrants and acknowledges that the Company has made no warranties or representations to the Participant with respect to the income tax consequences of the transactions contemplated by this Agreement, and the Participant is in no manner

relying on the Company or the Company's representatives for an assessment of such tax consequences. THE PARTICIPANT UNDERSTANDS THAT THE TAX LAWS AND REGULATIONS ARE SUBJECT TO CHANGE. THE PARTICIPANT SHOULD CONSULT HIS OR HER OWN TAX ADVISOR REGARDING THE UNITS. NOTHING STATED HEREIN IS INTENDED OR WRITTEN TO BE USED, AND CANNOT BE USED, FOR THE PURPOSE OF AVOIDING TAXPAYER PENALTIES.

8. AUTHORIZATION TO RELEASE NECESSARY PERSONAL INFORMATION.

The Participant hereby authorizes and directs the Participant's employer to collect, use and transfer in electronic or other form, any personal information (the "**Data**") regarding the Participant's Service, the nature and amount of the Participant's compensation and the fact and conditions of the Participant's participation in the Plan (including, but not limited to, the Participant's name, home address, telephone number, date of birth, social security number (or any other social or national identification number), salary, nationality, job title, number of Shares held and the details of all Units or any other entitlement to Shares awarded, cancelled, exercised, vested, unvested or outstanding) for the purpose of implementing, administering and managing the Participant's participation in the Plan. The Participant understands that the Data may be transferred to the Company or any other Participating Company, or to any third parties assisting in the implementation, administration and management of the Plan, including any requisite transfer to a brokerage firm or other third party assisting with administration of the Award or with whom Shares acquired upon settlement of this Award or cash from the sale of such Shares may be deposited. The Participant acknowledges that recipients of the Data may be located in different countries, and those countries may have data privacy laws and protections different from those in the country of the Participant's residence. Furthermore, the Participant acknowledges and understands that the transfer of the Data to the Company or any of other Participating Company, or to any third parties is necessary for Participant's participation in the Plan. The Participant may at any time withdraw the consents herein, by contacting the Company's stock administration department in writing. The Participant further acknowledges that withdrawal of consent may affect the Participant's ability to realize benefits from the Award, and the Participant's ability to participate in the Plan.

9. CHANGE IN CONTROL.

In the event of a Change in Control, this Section 9 shall determine the treatment of the Units which have not otherwise become Vested Units, except as otherwise determined in accordance with an employment agreement or other agreement between the Company and the Participant which is applicable to this Award.

9.1 **Effect of Change in Control on Award.** In the event of a Change in Control, the Performance Period shall end on the day immediately preceding the Change in Control (the "**Adjusted Performance Period**"). The number of Earned Units and the vesting of those Units shall be determined for the Adjusted Performance Period in accordance with the following:

(a) **Earned Units.** In the Committee's determination of the number of Earned Units for the Adjusted Performance Period, the following modifications shall be made to the components of the Relative TSR Factor:

(i) The Company's Annualized TSR Percentage shall be determined for the Adjusted Performance Period as provided by Section 2.1, except that the Ending Average Per Share Closing Price for the 20 trading days ending on the last day of the Adjusted Performance Period shall be replaced with the price per Share to be paid to the holder thereof in accordance with the definitive agreement governing the transaction constituting the Change in Control (or, in the absence of such agreement, the closing price per Share as reported on the Nasdaq Capital Market for the last trading day of the Adjusted



Performance Period), increased by the aggregate of all cash dividends paid to the holder of a share of Stock during the Adjusted Performance Period.

(ii) The Comparator Group Annualized TSR shall be determined as provided by Section 2.7, except that the Ending Average Per Share Closing Price for each Comparator Group Company shall be determined for the 20 trading days ending on the last day of the Adjusted Performance Period.

(b) **Vested Units.**

(i) Except as otherwise provided by Section 9.3, where, in connection with the Change in Control, the Acquiror assumes or continues in full force and effect the Company's rights and obligations under such Earned Units determined in accordance with Section 9.1(a), or substitutes for such Earned Units in connection with the Change in Control a substantially equivalent award for the Acquiror's stock, then such Earned Units shall become Vested Units on the Vesting Date of the original Performance Period determined without regard to this Section, provided that the Participant's Service has not terminated prior to such Vesting Date. Such Vested Units shall be settled on the Settlement Date in accordance with Section 6, provided that payment for each Vested Unit shall be made in the amount and in the form of the consideration (whether stock, cash, other securities or property or a combination thereof) to which a holder of a Share on the effective date of the Change in Control was entitled (and if holders were offered a choice of consideration, the type of consideration chosen by the holders of a majority of the outstanding Shares).

(ii) Except as otherwise provided by Section 9.2, if in connection with the Change in Control the Acquiror does not assume or continue in full force and effect the Company's rights and obligations under the Earned Units determined in accordance with Section 9.1(a), or substitute for such Earned Units in connection with the Change in Control a substantially equivalent award for the Acquiror's stock, such Earned Units shall become Vested Units immediately prior to the consummation of the Change in Control, provided that the Participant's Service has not terminated prior to the date of the Change in Control. Such Vested Units shall be settled on the Settlement Date in accordance with Section 6, treating the date of the Change in Control as the Vesting Date, and provided that payment for each Vested Unit shall be made in the amount and in the form of the consideration (whether stock, cash, other securities or property or a combination thereof) to which a holder of a Share on the effective date of the Change in Control was entitled (and if holders were offered a choice of consideration, the type of consideration chosen by the holders of a majority of the outstanding Shares).

9.2 **Involuntary Termination in Anticipation of a Change in Control.** In the event that the Participant's Service terminates due to Involuntary Termination in Anticipation of a Change in Control, the number of Earned Units shall be determined in the manner specified by Section 9.1 as of the day immediately preceding the Change in Control, with respect to an Adjusted Performance Period ending on such day, provided that the Participant executes a release of claims and separation agreement with the Company (on the Company's standard form) that becomes effective and irrevocable within the period set forth therein (which period shall not be longer than sixty (60) days following termination of Service). The number of Earned Units so determined shall vest in full and become Vested Units, and such Vested Units shall be settled in accordance with Section 6 immediately prior to the consummation of the Change in Control, treating the date of the Change in Control as the Vesting Date, and provided that payment for each Vested Unit shall be made in the amount and in the form of the consideration (whether stock, cash, other securities or property or a combination thereof) to which a holder of a Share on the effective date of the Change in Control was entitled (and if holders were offered a choice of consideration, the type of consideration chosen by the holders of a majority of the outstanding Shares).

9.3 **Involuntary Termination Following Change in Control.** In the event that upon or within twelve (12) months following the effective date of the Change in Control, the Participant's Service terminates due to Involuntary Termination and the Acquiror assumes or continues in full force and effect the Company's rights and obligations under the Earned Units determined in accordance with Section 9.1(a), or substitutes for such Earned Units in connection with the Change in Control a substantially equivalent award for the Acquiror's stock, the Earned Units determined in accordance with Section 9.1(a) shall be deemed Vested Units effective as of the date of the Participant's Involuntary Termination and shall be settled in accordance with Section 6, treating the date of the Participant's termination of Service as the Vesting Date, and provided that payment for each Vested Unit shall be made in the amount and in the form of the consideration (whether stock, cash, other securities or property or a combination thereof) to which a holder of a Share on the effective date of the Change in Control was entitled (and if holders were offered a choice of consideration, the type of consideration chosen by the holders of a majority of the outstanding Shares) and provided further that the Participant executes a release of claims and separation agreement with the Company (on the Company's standard form) that becomes effective and irrevocable within the period set forth therein (which period shall not be longer than sixty (60) days following termination of Service).

10. **ADJUSTMENTS FOR CHANGES IN CAPITAL STRUCTURE.**

The number of Units awarded pursuant to this Agreement is subject to adjustment as provided in Section 4.3 of the Plan. Upon the occurrence of an event described in Section 4.3 of the Plan, any and all new, substituted or additional securities or other property to which a holder of a Share issuable in settlement of the Award would be entitled shall be immediately subject to the Agreement and included within the meaning of the term "Shares" for all purposes of the Award. The Participant shall be notified of such adjustments and such adjustments shall be binding upon the Company and the Participant.

11. **NO ENTITLEMENT OR CLAIMS FOR COMPENSATION.**

11.1 The Participant's rights, if any, in respect of or in connection with the Units are derived solely from the discretionary decision of the Company to permit the Participant to participate in the Plan and to benefit from a discretionary Award. By accepting the Units, the Participant expressly acknowledges that there is no obligation on the part of the Company to continue the Plan and/or grant any additional Units or other Awards to the Participant. The Units are not intended to be compensation of a continuing or recurring nature, or part of the Participant's normal or expected compensation, and in no way represents any portion of the Participant's salary, compensation, or other remuneration for purposes of pension benefits, severance, redundancy, resignation or any other purpose.

11.2 Neither the Plan nor the Units shall be deemed to give the Participant a right to remain an Employee, Director or Consultant of the Company or any other Participating Company. The Participating Company Group reserves the right to terminate the Service of the Participant at any time, with or without cause, and for any reason, subject to applicable laws, the Company's Certificate of Incorporation and Bylaws and a written employment agreement (if any), and the Participant shall be deemed irrevocably to have waived any claim to damages or specific performance for breach of contract or dismissal, compensation for loss of office, tort or otherwise with respect to the Plan, the Units or any other outstanding Award that is forfeited and/or is terminated by its terms or to any future Award.

12. **RIGHTS AS A STOCKHOLDER.**

The Participant shall have no rights as a stockholder with respect to any Shares that may be issued in settlement of this Award until the date of the issuance of a certificate for such Shares (as evidenced by the appropriate entry on the books of the Company or of a duly authorized transfer agent of the Company). No adjustment shall be made for dividends, dividend equivalents, distributions or other

rights for which the record date is prior to the date such certificate is issued, except as provided in Section 10.

13. **MISCELLANEOUS PROVISIONS.**

13.1 **Amendment.** The Committee may amend this Agreement at any time; provided, however, that no such amendment may adversely affect the Participant's rights under this Agreement without the consent of the Participant, except to the extent such amendment is necessary to comply with applicable law, including, but not limited to, Code Section 409A. No amendment or addition to this Agreement shall be effective unless in writing.

13.2 **Nontransferability of the Award.** Prior to the issuance of Shares on the applicable Settlement Date, no right or interest of the Participant in the Award nor any Shares issuable on settlement of the Award shall be in any manner pledged, encumbered, or hypothecated to or in favor of any party other than the Company or shall become subject to any lien, obligation, or liability of such Participant to any other party other than the Company. Except as otherwise provided by the Committee, no Award shall be assigned, transferred or otherwise disposed of other than by will or the laws of descent and distribution. All rights with respect to the Award shall be exercisable during the Participant's lifetime only by the Participant or the Participant's guardian or legal representative.

13.3 **Further Instruments.** The parties hereto agree to execute such further instruments and to take such further action as may reasonably be necessary to carry out the intent of this Agreement.

13.4 **Binding Effect.** This Agreement shall inure to the benefit of the successors and assigns of the Company and, subject to the restrictions on transfer set forth herein, be binding upon the Participant and the Participant's heirs, executors, administrators, successors and assigns.

13.5 **Notices.** Any notice required to be given or delivered to the Company under the terms of this Agreement shall be in writing and addressed to the Company at its principal corporate offices. Any notice required to be given or delivered to the Participant shall be in writing and addressed to the Participant at the address maintained for the Participant in the Company's records or at the address of the local office of the Company or of any other Participating Company at which the Participant works.

13.6 **Construction of Agreement.** The Grant Notice, this Agreement, and the Units evidenced hereby (i) are made and granted pursuant to the Plan and are in all respects limited by and subject to the terms of the Plan, and (ii) constitute the entire agreement between the Participant and the Company on the subject matter hereof and supersede all proposals, written or oral, and all other communications between the parties related to the subject matter. All decisions of the Committee with respect to any question or issue arising under the Grant Notice, this Agreement or the Plan shall be conclusive and binding on all persons having an interest in the Units.

13.7 **Governing Law.** The interpretation, performance and enforcement of this Agreement shall be governed by the laws of the State of Delaware without regard to the conflict-of-laws rules thereof or of any other jurisdiction.

13.8 **Section 409A.**

(a) **Compliance with Section 409A.** Notwithstanding any other provision of the Plan, this Agreement or the Grant Notice, the Plan, this Agreement and the Grant Notice shall be interpreted in accordance with, and incorporate the terms and conditions required by, Section 409A of the Code (together with any Department of Treasury regulations and other interpretive guidance issued thereunder,

including without limitation any such regulations or other guidance that may be issued after the date hereof). The vesting and settlement of Units awarded pursuant to this Agreement are intended to qualify for the “short-term deferral” exemption from Code Section 409A. The Company reserves the right, to the extent the Company deems necessary or advisable in its sole discretion, to unilaterally amend or modify the Plan and/or this Agreement to ensure that the Units qualify for exemption from or comply with Section 409A of the Code; *provided, however*, that the Company makes no representations that the Units will be exempt from Section 409A and makes no undertaking to preclude Section 409A from applying to the Units.

(b) **Separation from Service; Required Delay in Payment to Specified Employee.**

Notwithstanding anything set forth herein to the contrary, no amount payable pursuant to this Agreement on account of the Participant’s termination of Service which constitutes a “deferral of compensation” within the meaning of Section 409A of the Code shall be paid unless and until the Participant has incurred a “separation from service” within the meaning of Section 409A. Furthermore, to the extent that the Participant is a “specified employee” within the meaning of Section 409A as of the date of the Participant’s separation from service, no amount that constitutes a deferral of compensation which is payable on account of the Participant’s separation from service shall be paid to the Participant before the date (the “**Delayed Payment Date**”) which is the first day of the seventh month after the date of the Participant’s separation from service or, if earlier, the date of the Participant’s death following such separation from service. All such amounts that would, but for this Section, become payable prior to the Delayed Payment Date will be accumulated and paid on the Delayed Payment Date.

13.9 **Administration.** The Committee shall have the power to interpret the Plan and this Agreement and to adopt such rules for the administration, interpretation and application of the Plan as are consistent therewith and to interpret, amend or revoke any such rules. All actions taken and all interpretations and determinations made by the Committee in good faith shall be final and binding upon the Participant, the Company and all other interested persons. No member of the Committee or the Board shall be personally liable for any action, determination or interpretation made in good faith with respect to the Plan, this Agreement or the Units.

13.10 **Counterparts.** The Grant Notice may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

13.11 **Severability.** If any provision of this Agreement is held to be unenforceable for any reason, it shall be adjusted rather than voided, if possible, in order to achieve the intent of the parties to the extent possible. In any event, all other provisions of this Agreement shall be deemed valid and enforceable to the full extent possible.

13.12 **Relocation Outside the United States.** If the Participant relocates to a country outside the United States, the Company reserves the right to impose other requirements on the Participant’s participation in the Plan, on the Units and on any Shares acquired under the Plan, to the extent the Company determines necessary or advisable in order to comply with local law or facilitate the administration of the Plan, and to require the Participant to sign any additional agreements or undertakings that may be necessary to accomplish the foregoing.

**VERRA MOBILITY CORPORATION**  
**PERFORMANCE SHARE UNITS**  
**NOTICE OF GRANT AND AWARD AGREEMENT**

Verra Mobility Corporation (the “*Company*”), pursuant to its 2018 Equity Incentive Plan (the “*Plan*”), this Notice of Grant (“*Grant Notice*”) and the attached Award Agreement (the “*Agreement*”), hereby grants to the holder listed below (the “*Participant*”), an award (the “*Award*”) of Performance Share Units (the “*Units*”), each of which represents the right to receive on the applicable Settlement Date one (1) share of Stock (each a “*Share*”), as follows:

**Participant:**

**Grant Date:**

**Target Number of Units:** \_\_\_\_\_, subject to adjustment as provided by the Agreement.

**Maximum Number of Units:** \_\_\_\_\_, which is 150% of the Target Number of Units, subject to adjustment as provided by the Agreement.

**Performance Period:** The three-year period beginning [\_\_\_\_\_] and ending [\_\_\_\_\_] , subject to Section 9.1 of the Agreement (the “*Performance Period*”).

**Performance Measure:** Relative Total Stockholder Return (“*Relative TSR*”), meaning the percentile rank for the Performance Period of Company Annualized TSR versus the Annualized TSR of the Comparator Group, all as determined in accordance with Section 2 of the Agreement.

**Comparator Group:** The group of companies determined in accordance with Appendix B (each, a “*Comparator Group Company*”).

**Earned Units:** A number of Units (rounded up to the nearest whole Unit), if any (not to exceed the Maximum Number of Units), equal to the product of (i) the Target Number of Units and (ii) the Relative TSR Factor, as illustrated by Appendix A.

**Relative TSR Factor:** A percentage (rounded to the nearest 1/100 of 1% and not greater than 150% or less than 50%) determined in accordance with Section 2 of the Agreement; provided, however, that (i) the Relative TSR Factor shall be zero percent (0%) if the Relative TSR is less than 25<sup>th</sup> percentile and (ii) the Relative TSR Factor shall not exceed 100% if the Company Absolute TSR for the Performance Period is less than zero percent (0%). Determination of the Relative TSR Factor is illustrated by Appendix A.

**Vesting Date:** [\_\_\_\_\_] , except as otherwise provided by the Agreement.

**Vested Units:** Provided that the Participant’s Service has not terminated prior to the Vesting Date (except as otherwise provided by the

Agreement), the Earned Units, if any, shall become Vested Units on the Vesting Date.

**Settlement Date:**

For each Vested Unit, except as otherwise provided by the Agreement, the Settlement Date shall be the Vesting Date or as soon thereafter as practicable; provided, however that the Committee, in its discretion, may specify as the Settlement Date a later date on which the sale of Shares to be issued in settlement of Vested Units would not violate the Trading Compliance Policy, but in any event no later than the 15th day of the third calendar month following the end of the Applicable Year in which the Vesting Date occurs. For this purpose, "Applicable Year" means the calendar year or the Company's fiscal year, whichever year ends later.

By their signatures below or by electronic acceptance or authentication in a form authorized by the Company, the Company and the Participant agree that the Award is governed by this Grant Notice and by the provisions of the Plan and the Agreement, both of which are made part of this document. The Participant acknowledges that copies of the Plan, the Agreement and the prospectus for the Plan are available on the Company's internal web site and may be viewed and printed by the Participant for attachment to the Participant's copy of this Grant Notice. The Participant represents that the Participant has read and is familiar with the provisions of the Plan and the Agreement, and hereby accepts the Award subject to all of their terms and conditions. The Participant hereby agrees to accept as binding, conclusive and final all decisions or interpretations of the Committee upon any questions arising under the Plan or relating to the Units.

**VERRA MOBILITY CORPORATION**

**PARTICIPANT**

By:  
Print Name:  
Title:  
Address:

By:  
Print Name:  
Address:

**APPENDIX A****ILLUSTRATION OF RELATIVE TSR FACTOR AND RESULTING NUMBER OF EARNED UNITS**

<b>Relative TSR (Percentile rank of Company Annualized TSR versus the Annualized TSR of the Comparator Group)</b>	<b>Relative TSR Factor (Rounded to nearest 1/100 of 1%)</b>	<b>Earned Units (Per 1,000 Target Units, rounded up to nearest whole Unit)</b>
Maximum: 75 <sup>th</sup> Percentile and above	150.00%	1,500
70 <sup>th</sup> Percentile	137.5%	1,375
65 <sup>th</sup> Percentile	125%	1,250
60 <sup>th</sup> Percentile	112.5%	1,125
Target: 55 <sup>th</sup> Percentile	100.00%	1,000
50 <sup>th</sup> Percentile	91.67%	917
45 <sup>th</sup> Percentile	83.33%	833
40 <sup>th</sup> Percentile	75.00%	750
35 <sup>th</sup> Percentile	66.67%	667
30 <sup>th</sup> Percentile	58.33%	583
25 <sup>th</sup> Percentile	50.00%	500
Threshold: Less than 25 <sup>th</sup> percentile	0%	0

- The Relative TSR Factor may not exceed 150%.
- If the Company Absolute TSR for the Performance Period is a negative number, the Relative TSR Factor may not exceed 100% even if the Company Annualized TSR exceeds the Comparator Group 55<sup>th</sup> Percentile Annualized TSR.
- If the Relative TSR is less than 25<sup>th</sup> percentile, the Relative TSR Factor shall be zero percent (0%).
- The Relative TSR Factor is determined by linear interpolation for Relative TSRs falling between the whole numbers represented in the table above.

APPENDIX A CONTINUED

**ILLUSTRATIONS OF CALCULATION OF EARNED UNITS  
PER 1,000 TARGET UNITS**

**Company Annualized TSR Exceeds Comparator Group 55<sup>th</sup> Percentile Annualized TSR**

<u>Assumptions</u>		
<b>Company:</b>		
Beginning Average Per Share Closing Price		\$15.00
Ending Average Per Share Closing Price		\$26.00
Dividends per Share		\$0.00
Performance Period		3 years
<b>Comparator Group:</b>		
Comparator Group 75 <sup>th</sup> Percentile Annualized TSR		23.00%
Comparator Group 55 <sup>th</sup> Percentile Annualized TSR		15.00%
<u>Computations</u>		
Company Annualized TSR	$[(\$26/\$15)^{(1/3)} - 1] \times 100\%$	20.12%
Relative TSR	<i>Percentile Rank vs. Comparator Group</i>	65 <sup>th</sup> Percentile
Relative TSR Factor	$((65^{\text{th}} - 55^{\text{th}}) * 2.5\%) + 100\%$	125.00%
<b>Earned Units</b>	$1,000 \times 125.00\%$	1,250

**Company Annualized TSR Is Less Than Comparator Group 55<sup>th</sup> Percentile Annualized TSR**

<u>Assumptions</u>		
<b>Company:</b>		
Beginning Average Per Share Closing Price		\$15.00
Ending Average Per Share Closing Price		\$20.00
Dividends per Share		\$0.00
Performance Period		3 years
<b>Comparator Group:</b>		
Comparator Group 55 <sup>th</sup> Percentile Annualized TSR		15.00%
Comparator Group 25 <sup>th</sup> Percentile Annualized TSR		8.00%
<b>Computations:</b>		
Company Annualized TSR	$[(\$20/\$15)^{(1/3)} - 1] \times 100\%$	10.06%



Relative TSR	<i>Percentile Rank vs. Comparator Group</i>	40 <sup>th</sup> Percentile
Relative TSR Factor	$100\% - ((55^{\text{th}} - 40^{\text{th}}) * 1.67\%)$	75%
<b>Earned Units</b>	$1,000 \times 75\%$	750

**APPENDIX B****COMPARATOR GROUP**

The Comparator Group consists of all companies that, as of the Grant Date, are included in the S&P 1000 Index (i.e., the S&P Mid-Cap 400 Index and the S&P Small-Cap 600 Index) (the “*Comparator Group Criteria*”).

The Comparator Group established as of the Grant Date, and, if applicable, a constituent’s company’s Total Stockholder Return for the Performance Period, will only be modified during the Performance Period as follows:

- A constituent company that becomes bankrupt during the Performance Period will remain a member of the Comparator Group, but its Annualized TSR for the Performance Period will be deemed to equal negative 100%.
  - A constituent company that is acquired or ceases to be publicly traded for a reason other than bankruptcy during the Performance Period will be excluded from the Comparator Group.
  - A constituent company that distributes a portion of its business in a spin-off transaction during the Performance Period and that remains publicly traded will be retained in the Comparator Group, but the company that is spun off will not be included in the Comparator Group.
  - A constituent company that ceases to satisfy the Comparator Group Criteria during the Performance Period nevertheless will be retained in the Comparator Group.
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**VERRA MOBILITY CORPORATION**  
**PERFORMANCE SHARE UNITS**  
**AWARD AGREEMENT**  
**(Non-U.S. PARTICIPANTS)**

Verra Mobility Corporation (the “*Company*”) has granted to the Participant named in the Grant Notice to which this Agreement is attached an Award consisting of Performance Share Units (the “*Units*”) subject to the terms and conditions set forth in the Grant Notice and this Agreement. The Award has been granted pursuant to the Verra Mobility Corporation 2018 Equity Incentive Plan (the “*Plan*”), as amended to the Grant Date, the provisions of which are incorporated herein by reference.

Unless otherwise defined herein or in the Grant Notice, capitalized terms shall have the meanings assigned under the Plan.

1. **THE AWARD.**

The Company hereby awards to the Participant the Target Number of Units set forth in the Grant Notice, which, depending on the extent to which the Performance Goal is attained during the Performance Period, may result in the Participant earning as little as zero (0) Units or as many as the Maximum Number of Units. Subject to the terms of this Agreement and the Plan, each Unit, to the extent it is earned and becomes a Vested Unit, represents a right to receive on the Settlement Date one (1) Share. Unless and until a Unit has been determined to be an Earned Unit and has vested and become a Vested Unit as set forth in the Grant Notice, the Participant will have no right to settlement of such Units. Prior to settlement of Vested Units, such Units will represent an unfunded and unsecured obligation of the Company.

2. **CERTAIN DEFINED TERMS.**

2.1 “*Annualized TSR Percentage*” means, for the Company and each Comparator Group Company, the compound annual growth rate, expressed as a percentage (rounded to the nearest 1/100 of 1%), in the value of one share of such company’s common stock during the Performance Period due to the appreciation in the price per share and dividends paid during such period with respect to such share, assuming dividends are reinvested, calculated as follows:

$$\frac{\text{Ending Price} + \text{Dividends}}{\text{Beginning Price}}^{1N} - 1 \times 100\%$$

Where,

“Ending Price” is the Ending Average Per Share Closing Price of such company;

“Dividends” are the aggregate values of all dividends paid to a stockholder of record of such company with respect to one share of common stock during the Performance Period;

“Beginning Price” is the Beginning Average Per Share Closing Price of such company; and

“N” is the number of 12-month periods that have elapsed between the first day of the Performance Period and the last day of the Performance Period (which may not be a full integer if computed in connection with a Change in Control or a termination of employment under Section 9.2).

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2.2 “**Average Per Share Closing Price**” means, for the Company and each Comparator Group Company, the average of the daily closing prices per share of common stock of such company as reported on the national or regional securities exchange or quotation system constituting the primary market for such common stock for all trading days falling within the applicable averaging period.

2.3 “**Beginning Average Per Share Closing Price**” means, for the Company and each Comparator Group Company, the Average Per Share Closing Price for the 20 trading days beginning on the first trading day occurring on or immediately following the first day of the Performance Period.

2.4 “**Ending Average Per Share Closing Price**” means, for the Company and each Comparator Group Company, the Average Per Share Closing Price for the 20 trading days ending on the last trading day of the Performance Period.

2.5 “**Company Absolute TSR**” means the percentage point increase or decrease (rounded to the nearest 1/100 of 1%) equal to the quotient of (a) the sum of (i) the Ending Average Per Share Closing Price of the Company and (ii) the aggregate value of all dividends paid to a stockholder of record of the Company with respect to one Share during the Performance Period, divided by (b) the Beginning Average Per Share Closing Price of the Company.

2.6 “**Company Annualized TSR**” means the Company’s Annualized TSR Percentage for the Performance Period.

2.7 “**Comparator Group Annualized TSR**” means the Annualized TSR Percentages of all Comparator Group Companies for the Performance Period.

2.8 “**Good Reason**” means the occurrence of any of the following events or conditions, unless the Participant has expressly consented in writing thereto: (i) a material reduction in the Participant’s annual base salary; (ii) the material diminution of the Participant’s duties, responsibilities, or authority, provided that Good Reason shall not exist under this clause (ii) if such diminution of authority, duties and responsibilities is a result of the hiring of additional subordinates to assume some of the Participant’s duties and responsibilities which are in fact, in the aggregate from time to time, not a material diminution of such authority, duties and responsibilities of the Participant’s position; (iii) the Company requires that the Participant’s principal office location be moved to a location more than fifty (50) miles from the Participant’s principal office location immediately before the change without the Participant’s prior consent; or (iv) a material breach by the Company of the Participant’s employment agreement between the parties. Notwithstanding the foregoing, the Participant shall not have Good Reason for termination unless (i) the Participant reasonably determines in good faith that a “Good Reason” condition has occurred; (ii) the Participant notifies the Company in writing of the occurrence of the Good Reason condition within sixty (60) days of such occurrence; (iii) the Participant cooperates in good faith with the Company’s efforts, for a period not less than thirty (30) days following such notice (the “Cure Period”), to cure the condition; (iv) notwithstanding such efforts, the Good Reason condition continues to exist following expiration of the Cure Period as determined by the Company; and (v) the Participant terminates his employment within sixty (60) days after the end of the Cure Period. If the Company cures the Good Reason condition during the Cure Period, Good Reason shall be deemed not to have occurred.

2.9 “**Relative TSR**” means, for the Performance Period, the percentile rank of Company Annualized TSR versus Comparator Group Annualized TSR.

2.10 “**Relative TSR Factor**” means a percentage (rounded to the nearest 1/100 of 1%) determined as follows:

(a) Relative TSR Above the 55<sup>th</sup> Percentile. If the Relative TSR for the Performance Period is equal to or greater than the 55<sup>th</sup> percentile of the Comparator Group, the Relative TSR Factor shall be calculated as follows:

Relative TSR-55 x 2.5+100%

(b) Relative TSR Below the 55<sup>th</sup> Percentile. If the Relative TSR for the Performance Period is below the 55<sup>th</sup> percentile of the Comparator Group, the Relative TSR Factor shall be calculated as follows:

100%-55-Relative TSR x 1.67

Notwithstanding the foregoing, the calculation of the Relative TSR Factor shall be qualified by the following:

(i) the Relative TSR Factor may not exceed 150%;

(ii) if the Company Absolute TSR for the Performance Period is a negative number, the Relative TSR Factor may not exceed 100% even if the Company Annualized TSR exceeds the Comparator Group 55<sup>th</sup> Percentile Annualized TSR; and

(iii) if the Relative TSR is less than the 25<sup>th</sup> percentile, the Relative TSR Factor shall be zero percent (0%).

### 3. COMMITTEE DETERMINATION OF EARNED UNITS.

3.1 **Level of Performance Measure Attained.** As soon as practicable following completion of the Performance Period, but in any event no later than the Settlement Date, the Committee shall determine the level of attainment of the Performance Measure during the Performance Period, the resulting Relative TSR Factor and the number of Units which have become Earned Units.

3.2 **Adjustment for Leave of Absence or Part-Time Work.** Unless otherwise required by law or Company policy, if the Participant takes one or more unpaid leaves of absence in excess of thirty (30) days in the aggregate during the Performance Period, the number of Units which would otherwise become Earned Units shall be prorated on the basis of the number of days of the Participant's Service during the Performance Period during which the Participant was not on an unpaid leave of absence. Unless otherwise required by law or Company policy, if the Participant commences working on a part-time basis during the Performance Period, the Committee may, in its discretion, reduce on a pro rata basis (reflecting the portion of the Performance Period worked by the Participant on a full-time equivalent basis) the number of Units which would otherwise become Earned Units, or provide that the number of Units which would otherwise become Earned Units shall be reduced as provided by the terms of an agreement between the Participant and the Company pertaining to the Participant's part-time schedule.

### 4. VESTING OF EARNED UNITS.

4.1 **Normal Vesting.** Except as otherwise provided by this Agreement, Earned Units shall vest and become Vested Units as provided in the Grant Notice.

4.2 **Vesting Upon a Change in Control.** In the event of a Change in Control, the vesting of Earned Units shall be determined in accordance with Section 9.1.

4.3 **Vesting Upon Involuntary Termination in Anticipation of a Change in Control.** In the event that Participant's Service is terminated (i) by the Company for a reason other than for Cause, death or Disability or (ii) by Participant for Good Reason (together, an "***Involuntary Termination***"), and such Involuntary Termination either (a) occurred within the ninety (90) day period prior to the effective date of a Change in Control or (b) is demonstrated by the Participant to the reasonable satisfaction of the Committee to have been at the request of a third party who is a party to such Change in Control (in either case, an "***Involuntary Termination in Anticipation of a Change in Control***"), then the vesting of Earned Units shall be determined in accordance with Section 9.2.

4.4 **Vesting Upon Involuntary Termination Following a Change in Control.** In the event that upon or within twelve (12) months following the effective date of a Change in Control, the Participant's Service terminates due to Involuntary Termination, then the vesting of Earned Units shall be determined in accordance with Section 9.3.

5. **TERMINATION OF SERVICE.**

In the event that the Participant's Service terminates for any reason, with or without cause, other than as described in Section 4.3 or 4.4, the Participant shall forfeit and the Company shall automatically reacquire all Units which are not, as of the time of such termination, Vested Units, and the Participant shall not be entitled to any payment therefor.

6. **SETTLEMENT OF THE AWARD.**

6.1 **Issuance of Shares.** Subject to the provisions of Section 6.3 and Section 7 below, the Company shall issue to the Participant on the Settlement Date with respect to each Vested Unit to be settled on such date one (1) Share. Shares issued in settlement of Vested Units shall not be subject to any restriction on transfer other than any such restriction as may be required pursuant to Section 6.3.

6.2 **Beneficial Ownership of Shares; Certificate Registration.** The Participant hereby authorizes the Company, in its sole discretion, to deposit any or all Shares acquired by the Participant pursuant to the settlement of the Award with the Company's transfer agent, including any successor transfer agent, to be held in book entry form, or to deposit such Shares for the benefit of the Participant with any broker with which the Participant has an account relationship of which the Company has notice. Except as provided by the foregoing, a certificate for the Shares acquired by the Participant shall be registered in the name of the Participant, or, if applicable, in the names of the heirs of the Participant.

6.3 **Restrictions on Grant of the Award and Issuance of Shares.** The grant of the Award and issuance of Shares upon settlement of the Award shall be subject to compliance with all applicable requirements of U.S. federal, state or foreign law with respect to such securities. No Shares may be issued hereunder if the issuance of such Shares would constitute a violation of any applicable U.S. federal, state or foreign securities laws or other laws or regulations or the requirements of any stock exchange or market system upon which the Stock may then be listed. The inability of the Company to obtain from any regulatory body having jurisdiction the authority, if any, deemed by the Company's legal counsel to be necessary to the lawful issuance of any Shares subject to the Award shall relieve the Company of any liability in respect of the failure to issue such Shares as to which such requisite authority shall not have been obtained. As a condition to the settlement of the Award, the Company may require the Participant to satisfy any qualifications that may be necessary or appropriate, to evidence compliance with any applicable law or regulation and to make any representation or warranty with respect thereto as may be requested by the Company. Further, regardless of whether the transfer or issuance of the Shares to be issued pursuant to the Units has been registered under the Securities Act or has been registered or qualified under the securities laws of any State, the Company may impose additional restrictions upon the sale, pledge, or

other transfer of the Shares (including the placement of appropriate legends on stock certificates and the issuance of stop-transfer instructions to the Company's transfer agent) if, in the judgment of the Company and the Company's counsel, such restrictions are necessary in order to achieve compliance with the provisions of the Securities Act, the securities laws of any State, or any other law.

6.4 **Fractional Shares.** The Company shall not be required to issue fractional Shares upon the settlement of the Award.

7. **TAX WITHHOLDING AND ADVICE.**

7.1 **In General.** Subject to Section 7.2, at the time the Grant Notice is executed, or at any time thereafter as requested by the Company, the Participant hereby authorizes withholding from payroll and any other amounts payable to the Participant, and otherwise agrees to make adequate provision for, any sums required to satisfy the U.S. federal, state, and local taxes and (if applicable) taxes imposed by jurisdictions outside of the United States (including income tax, social insurance contributions, payment on account and any other taxes) and required by law to be withheld with respect to any taxable event arising as a result of the Participant's participation in the Plan, including the grant, vesting or settlement of the Award, the subsequent sale of shares acquired pursuant to such settlement, or the receipt of any dividends (referred to herein as "***Tax-Related Items***"). The Participant acknowledges that the ultimate liability for all Tax-Related Items legally due by the Participant is and remains the Participant's responsibility and that the Company (a) makes no representations or undertakings regarding the treatment of any Tax-Related Items and (b) does not commit to structure the terms of the grant or any other aspect of the Award to reduce or eliminate the Participant's liability for Tax-Related Items.

7.2 **Withholding of Taxes.** The Company or any other Participating Company, as appropriate, shall have the authority and the right to deduct or withhold, or require the Participant to remit to the applicable Participating Company, an amount sufficient to satisfy applicable Tax-Related Items or to take such other action as may be necessary in the opinion of the applicable Participating Company to satisfy such Tax-Related Items (including hypothetical withholding tax amounts if the Participant is covered under a Company tax equalization policy). In this regard, the Participant authorizes the applicable Participating Company or their respective agents, at their discretion, to satisfy the obligations with regard to all Tax-Related Items by one or a combination of the following:

- (a) withholding from the Participant's wages or other cash compensation paid to the Participant by the applicable Participating Company; or
- (b) withholding from proceeds of the sale of Shares acquired upon vesting and settlement of the Units, either through a voluntary sale or through a mandatory sale arranged by the Company (on the Participant's behalf pursuant to this authorization); or
- (c) withholding in Shares to be issued upon vesting and settlement of the Units; or
- (d) direct payment from the Participant.

To avoid negative accounting treatment, the Company may withhold or account for Tax-Related Items by considering applicable minimum statutory withholding amounts or other applicable withholding rates. If the Participant is covered by a Company tax equalization policy, the Participant agrees to pay to the Company any additional hypothetical tax obligation calculated and paid under the terms and conditions of such tax equalization policy. Finally, the Participant shall pay to the applicable Participating Company any amount of Tax-Related Items that the Participating Company may be required to withhold as a result of his or her participation in the Plan that cannot be satisfied by the means previously described. The

Company may refuse to issue or deliver the Shares that may be issued in connection with the settlement of the Units if the Participant fails to comply with his or her Tax-Related Items obligations.

7.3 **Tax Advice.** The Participant represents, warrants and acknowledges that the Company has made no warranties or representations to the Participant with respect to the income tax consequences of the transactions contemplated by this Agreement, and the Participant is in no manner relying on the Company or the Company's representatives for an assessment of such tax consequences. THE PARTICIPANT UNDERSTANDS THAT THE TAX LAWS AND REGULATIONS ARE SUBJECT TO CHANGE. THE PARTICIPANT SHOULD CONSULT HIS OR HER OWN TAX ADVISOR REGARDING THE UNITS. NOTHING STATED HEREIN IS INTENDED OR WRITTEN TO BE USED, AND CANNOT BE USED, FOR THE PURPOSE OF AVOIDING TAXPAYER PENALTIES.

8. DATA PRIVACY.

(a) **Data Collected and Purposes of Collection.** The Participant understands that the Company, acting as the controller, as well as the employing Participating Company, will process, to the extent permissible under applicable law, certain personal information about the Participant, including name, home address, and telephone number, information necessary to process the Units (e.g., mailing address for a check payment or bank account wire transfer information), date of birth, social insurance number or other identification numbers, salary, nationality, job title, employment location, details of all Units granted, canceled, vested, unvested or outstanding in the Participant's favor, and where applicable service termination date and reason for termination, any capital shares or directorships held in the Company (where needed for legal or tax compliance), and any other information necessary to process mandatory tax withholding and reporting (all such personal information is referred to as "Data"). The Data is collected from the Participant, and from the Participating Company Group, for the purpose of implementing, administering, and managing the Plan pursuant to its terms. The legal bases (that is, the legal justification) for processing the Data is that it is necessary to perform, administer and manage the Plan and in Company's legitimate interests, which means the Company is using the relevant Data to conduct and develop its business activities, subject to the Participant's interest and fundamental rights. The Data must be provided in order for the Participant to participate in the Plan and for the parties to this Agreement to perform their respective obligations thereunder. If the Participant does not provide Data, he or she will not be able to participate in the Plan and become a party to this Agreement.

(b) **Transfers and Retention of Data.** The Participant understands that the Data will be transferred to and among the Participating Company Group, as well as service providers (such as stock administration providers, brokers, transfer agents, accounting firms, payroll processing firms or tax firms), for the purposes explained above. The Participant understands that the recipients of the Data may be located in the United States and in other jurisdictions outside of the European Economic Area where we or our service providers have operations. The United States and some of these other jurisdictions have not been found by the European Commission to have adequate data protection safeguards. If the Participating Company Group transfer Data outside of the European Economic Area, we will take steps as required and recognized by the European Commission to provide adequate safeguards for the transferred Data. The Participant has a right to obtain details of the mechanism(s) under which the Participant's Data is transferred outside of the European Economic Area, or the United Kingdom, which the Participant may exercise by contacting [privacy@verramobility.com](mailto:privacy@verramobility.com).



(c) The Participant's Rights in Respect of Data. The Participant has the right to access the Participant's Data being processed by the Company as well as understand why Company is processing such Data. Additionally, subject to applicable law, the Participant is entitled to have any inadequate, incomplete or incorrect Data corrected (that is, rectified). Further, subject to applicable law, the Participant may be entitled to the following rights in regard to his or her Data: (i) to object to the processing of Data; (ii) to have his or her Data erased, under certain circumstances, such as where it is no longer necessary in relation to the purposes for which it was processed; (iii) to restrict the processing of the Participant's Data so that it is stored but not actively processed (e.g., while the Company assesses whether the Participant is entitled to have Data erased) under certain circumstances; (iv) to port a copy of the Data provided pursuant to this Agreement or generated by the Participant, in a common machine-readable format; and (v) to obtain a copy of the appropriate safeguards under which Data is transferred to a third country or international organization. To exercise his or her rights, the Participant may contact the applicable human resources representative. The Participant may also contact the relevant data protection supervisory authority, as he or she has the right to lodge a complaint.

9. CHANGE IN CONTROL.

In the event of a Change in Control, this Section 9 shall determine the treatment of the Units which have not otherwise become Vested Units, except as otherwise determined in accordance with an employment agreement or other agreement between the Company and the Participant which is applicable to this Award.

9.1 **Effect of Change in Control on Award.** In the event of a Change in Control, the Performance Period shall end on the day immediately preceding the Change in Control (the "**Adjusted Performance Period**"). The number of Earned Units and the vesting of those Units shall be determined for the Adjusted Performance Period in accordance with the following:

(a) **Earned Units.** In the Committee's determination of the number of Earned Units for the Adjusted Performance Period, the following modifications shall be made to the components of the Relative TSR Factor:

(i) The Company's Annualized TSR Percentage shall be determined for the Adjusted Performance Period as provided by Section 2.1, except that the Ending Average Per Share Closing Price for the 20 trading days ending on the last day of the Adjusted Performance Period shall be replaced with the price per Share to be paid to the holder thereof in accordance with the definitive agreement governing the transaction constituting the Change in Control (or, in the absence of such agreement, the closing price per Share as reported on the Nasdaq Capital Market for the last trading day of the Adjusted Performance Period), increased by the aggregate of all cash dividends paid to the holder of a share of Stock during the Adjusted Performance Period.

(ii) The Comparator Group Annualized TSR shall be determined as provided by Section 2.7, except that the Ending Average Per Share Closing Price for each Comparator Group Company shall be determined for the 20 trading days ending on the last day of the Adjusted Performance Period.

(b) **Vested Units.**

(i) Except as otherwise provided by Section 9.3, where, in connection with the Change in Control, the Acquiror assumes or continues in full force and effect the Company's rights and obligations under such Earned Units determined in accordance with Section 9.1(a), or substitutes for such

Earned Units in connection with the Change in Control a substantially equivalent award for the Acquiror's stock, such Earned Units shall become Vested Units on the Vesting Date of the original Performance Period determined without regard to this Section, provided that the Participant's Service has not terminated prior to such Vesting Date. Such Vested Units shall be settled on the Settlement Date in accordance with Section 6, provided that payment for each Vested Unit shall be made in the amount and in the form of the consideration (whether stock, cash, other securities or property or a combination thereof) to which a holder of a Share on the effective date of the Change in Control was entitled (and if holders were offered a choice of consideration, the type of consideration chosen by the holders of a majority of the outstanding Shares).

(ii) Except as otherwise provided by Section 9.2, if in connection with the Change in Control the Acquiror does not assume or continue in full force and effect the Company's rights and obligations under the Earned Units determined in accordance with Section 9.1(a), or substitute for such Earned Units in connection with the Change in Control a substantially equivalent award for the Acquiror's stock, then such Earned Units shall become Vested Units immediately prior to the consummation of the Change in Control, provided that the Participant's Service has not terminated prior to the date of the Change in Control. Such Vested Units shall be settled on the Settlement Date in accordance with Section 6, treating the date of the Change in Control as the Vesting Date, and provided that payment for each Vested Unit shall be made in the amount and in the form of the consideration (whether stock, cash, other securities or property or a combination thereof) to which a holder of a Share on the effective date of the Change in Control was entitled (and if holders were offered a choice of consideration, the type of consideration chosen by the holders of a majority of the outstanding Shares).

9.2 **Involuntary Termination in Anticipation of a Change in Control.** In the event that the Participant's Service terminates due to Involuntary Termination in Anticipation of a Change in Control, the number of Earned Units shall be determined in the manner specified by Section 9.1 as of the day immediately preceding the Change in Control, with respect to an Adjusted Performance Period ending on such day, provided that the Participant executes a release of claims and separation agreement with the Company (on the Company's standard form) that becomes effective and irrevocable within the period set forth therein (which period shall not be longer than sixty (60) days following termination of Service). The number of Earned Units so determined shall vest in full and become Vested Units, and such Vested Units shall be settled in accordance with Section 6 immediately prior to the consummation of the Change in Control, treating the date of the Change in Control as the Vesting Date, and provided that payment for each Vested Unit shall be made in the amount and in the form of the consideration (whether stock, cash, other securities or property or a combination thereof) to which a holder of a Share on the effective date of the Change in Control was entitled (and if holders were offered a choice of consideration, the type of consideration chosen by the holders of a majority of the outstanding Shares).

9.3 **Involuntary Termination Following Change in Control.** In the event that upon or within twelve (12) months following the effective date of the Change in Control, the Participant's Service terminates due to Involuntary Termination and the Acquiror assumes or continues in full force and effect the Company's rights and obligations under the Earned Units determined in accordance with Section 9.1(a), or substitutes for such Earned Units in connection with the Change in Control a substantially equivalent award for the Acquiror's stock, the Earned Units determined in accordance with Section 9.1(a) shall be deemed Vested Units effective as of the date of the Participant's Involuntary Termination and shall be settled in accordance with Section 6, treating the date of the Participant's termination of Service as the Vesting Date, and provided that payment for each Vested Unit shall be made in the amount and in the form of the consideration (whether stock, cash, other securities or property or a combination thereof) to which a holder of a Share on the effective date of the Change in Control was entitled (and if holders were offered a choice of consideration, the type of consideration chosen by the holders of a majority of the outstanding Shares) and provided further that the Participant executes a release of claims and separation agreement with

the Company (on the Company's standard form) that becomes effective and irrevocable within the period set forth therein (which period shall not be longer than sixty (60) days following termination of Service).

10. ADJUSTMENTS FOR CHANGES IN CAPITAL STRUCTURE.

The number of Units awarded pursuant to this Agreement is subject to adjustment as provided in Section 4.3 of the Plan. Upon the occurrence of an event described in Section 4.3 of the Plan, any and all new, substituted or additional securities or other property to which a holder of a Share issuable in settlement of the Award would be entitled shall be immediately subject to the Agreement and included within the meaning of the term "Shares" for all purposes of the Award. The Participant shall be notified of such adjustments and such adjustments shall be binding upon the Company and the Participant.

11. SERVICE CONDITIONS.

In accepting the Award, the Participant acknowledges, understands and agrees that:

(a) Any notice period mandated under local law shall not be treated as Service for the purpose of determining the vesting of the Award; and the Participant's right to receive shares in settlement of the Award after the termination of Service, if any, will be measured by the date of termination of the Participant's active Service and will not be extended by any notice period mandated under local law. Subject to the foregoing and the provisions of the Plan, the Company, in its sole discretion, shall determine whether the Participant's Service has terminated and the effective date of such termination.

(b) The vesting of the Award shall cease upon, and no Units shall become Vested Units following, the Participant's termination of Service for any reason except as may be explicitly provided by the Plan or this Agreement.

(c) The Plan is established voluntarily by the Company. It is discretionary in nature and it may be modified, amended, suspended, or terminated by the Company at any time, unless otherwise provided in the Plan and this Agreement.

(d) The grant of the Award is voluntary and occasional and does not create any contractual or other rights to receive future grants of Awards, or benefits in lieu of Awards, even if Awards have been granted repeatedly in the past.

(e) All decisions with respect to future Award grants, if any, will be at the sole discretion of the Company.

(f) The Participant's participation in the Plan shall not create a right to further Service with any Participating Company and shall not interfere with the ability of any Participating Company to terminate the Participant's Service at any time, with or without cause.

(g) The Participant is voluntarily participating in the Plan.

(h) The Award is an extraordinary item that does not constitute compensation of any kind for Service of any kind rendered to any Participating Company, and which is outside the scope of the Participant's employment contract, if any.

(i) The Award is not part of normal or expected compensation or salary for any purpose, including, but not limited to, calculating any severance, resignation, termination, redundancy, end-of-service payments, bonuses, long-service awards, pension or retirement benefits or similar payments.

(j) In the event that the Participant is not an employee of the Company, the Award grant will not be interpreted to form an employment contract or relationship with the Company; and furthermore, the Award grant will not be interpreted to form an employment contract with any other Participating Company.

(k) The future value of the underlying shares is unknown and cannot be predicted with certainty. If the Participant obtains shares upon settlement of the Award, the value of those shares may increase or decrease.

(l) No claim or entitlement to compensation or damages arises from termination of the Award or diminution in value of the Award or shares acquired upon settlement of the Award resulting from termination of the Participant's Service (for any reason whether or not in breach of local law) and the Participant irrevocably releases the Company and each other Participating Company from any such claim that may arise. If, notwithstanding the foregoing, any such claim is found by a court of competent jurisdiction to have arisen then, by signing this Agreement, the Participant shall be deemed irrevocably to have waived the Participant's entitlement to pursue such a claim.

12. **RIGHTS AS A STOCKHOLDER.**

The Participant shall have no rights as a stockholder with respect to any Shares that may be issued in settlement of this Award until the date of the issuance of a certificate for such Shares (as evidenced by the appropriate entry on the books of the Company or of a duly authorized transfer agent of the Company). No adjustment shall be made for dividends, dividend equivalents, distributions or other rights for which the record date is prior to the date such certificate is issued, except as provided in Section 10.

13. **MISCELLANEOUS PROVISIONS.**

13.1 **Amendment.** The Committee may amend this Agreement at any time; provided, however, that no such amendment may adversely affect the Participant's rights under this Agreement without the consent of the Participant, except to the extent such amendment is necessary to comply with applicable law, including, but not limited to, Code Section 409A. No amendment or addition to this Agreement shall be effective unless in writing.

13.2 **Nontransferability of the Award.** Prior to the issuance of Shares on the applicable Settlement Date, no right or interest of the Participant in the Award nor any Shares issuable on settlement of the Award shall be in any manner pledged, encumbered, or hypothecated to or in favor of any party other than the Company or shall become subject to any lien, obligation, or liability of such Participant to any other party other than the Company. Except as otherwise provided by the Committee, no Award shall be assigned, transferred or otherwise disposed of other than by will or the laws of descent and distribution. All rights with respect to the Award shall be exercisable during the Participant's lifetime only by the Participant or the Participant's guardian or legal representative.

13.3 **Further Instruments.** The parties hereto agree to execute such further instruments and to take such further action as may reasonably be necessary to carry out the intent of this Agreement.

13.4 **Binding Effect.** This Agreement shall inure to the benefit of the successors and assigns of the Company and, subject to the restrictions on transfer set forth herein, be binding upon the Participant and the Participant's heirs, executors, administrators, successors and assigns.

13.5                   **Notices.** Any notice required to be given or delivered to the Company under the terms of this Agreement shall be in writing and addressed to the Company at its principal corporate offices. Any notice required to be given or delivered to the Participant shall be in writing and addressed to the Participant at the address maintained for the Participant in the Company's records or at the address of the local office of the Company or of any other Participating Company at which the Participant works.

13.6                   **Construction of Agreement.** The Grant Notice, this Agreement, and the Units evidenced hereby (i) are made and granted pursuant to the Plan and are in all respects limited by and subject to the terms of the Plan, and (ii) constitute the entire agreement between the Participant and the Company on the subject matter hereof and supersede all proposals, written or oral, and all other communications between the parties related to the subject matter. All decisions of the Committee with respect to any question or issue arising under the Grant Notice, this Agreement or the Plan shall be conclusive and binding on all persons having an interest in the Units.

13.7                   **Governing Law.** The interpretation, performance and enforcement of this Agreement shall be governed by the laws of the State of Delaware without regard to the conflict-of-laws rules thereof or of any other jurisdiction.

13.8                   **Section 409A.**

(a)                   **Compliance with Section 409A.** Notwithstanding any other provision of the Plan, this Agreement or the Grant Notice, the Plan, this Agreement and the Grant Notice shall be interpreted in accordance with, and incorporate the terms and conditions required by, Section 409A of the Code (together with any Department of Treasury regulations and other interpretive guidance issued thereunder, including without limitation any such regulations or other guidance that may be issued after the date hereof). The vesting and settlement of Units awarded pursuant to this Agreement are intended to qualify for the "short-term deferral" exemption from Code Section 409A. The Company reserves the right, to the extent the Company deems necessary or advisable in its sole discretion, to unilaterally amend or modify the Plan and/or this Agreement to ensure that the Units qualify for exemption from or comply with Section 409A of the Code; *provided, however*, that the Company makes no representations that the Units will be exempt from Section 409A and makes no undertaking to preclude Section 409A from applying to the Units.

(b)                   **Separation from Service; Required Delay in Payment to Specified Employee.** Notwithstanding anything set forth herein to the contrary, no amount payable pursuant to this Agreement on account of the Participant's termination of Service which constitutes a "deferral of compensation" within the meaning of Section 409A of the Code shall be paid unless and until the Participant has incurred a "separation from service" within the meaning of Section 409A. Furthermore, to the extent that the Participant is a "specified employee" within the meaning of Section 409A as of the date of the Participant's separation from service, no amount that constitutes a deferral of compensation which is payable on account of the Participant's separation from service shall be paid to the Participant before the date (the "**Delayed Payment Date**") which is the first day of the seventh month after the date of the Participant's separation from service or, if earlier, the date of the Participant's death following such separation from service. All such amounts that would, but for this Section, become payable prior to the Delayed Payment Date will be accumulated and paid on the Delayed Payment Date.

13.9                   **Administration.** The Committee shall have the power to interpret the Plan and this Agreement and to adopt such rules for the administration, interpretation and application of the Plan as are consistent therewith and to interpret, amend or revoke any such rules. All actions taken and all interpretations and determinations made by the Committee in good faith shall be final and binding upon the Participant, the Company and all other interested persons. No member of the Committee or the Board shall

be personally liable for any action, determination or interpretation made in good faith with respect to the Plan, this Agreement or the Units.

13.10                   **Counterparts.** The Grant Notice may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

13.11                   **Severability.** If any provision of this Agreement is held to be unenforceable for any reason, it shall be adjusted rather than voided, if possible, in order to achieve the intent of the parties to the extent possible. In any event, all other provisions of this Agreement shall be deemed valid and enforceable to the full extent possible.

13.12                   **Relocation Outside the United States.** If the Participant relocates to a country outside the United States, the Company reserves the right to impose other requirements on the Participant's participation in the Plan, on the Units and on any Shares acquired under the Plan, to the extent the Company determines necessary or advisable in order to comply with local law or facilitate the administration of the Plan, and to require the Participant to sign any additional agreements or undertakings that may be necessary to accomplish the foregoing.

13.13                   **Country-Specific Terms and Conditions.** Notwithstanding any other provision of this Agreement to the contrary, the Award shall be subject to the specific terms and conditions, if any, set forth in Addendum to this Agreement which are applicable to the Participant's country of residence, the provisions of which are incorporated in and constitute part of this Agreement. Moreover, if the Participant relocates to one of the countries included in the Addendum, the specific terms and conditions applicable to such country will apply to the Award to the extent the Company determines that the application of such terms and conditions is necessary or advisable in order to comply with local law or facilitate the administration of the Plan or this Agreement.

## ADDENDUM

### VERRA MOBILITY CORPORATION PERFORMANCE SHARE UNITS AWARD AGREEMENT

#### FOR NON-US PARTICIPANTS

##### *Terms and Conditions*

This Addendum includes additional terms and conditions that govern the Award granted to the Participant under the Plan if he or she resides in one of the countries listed below. Certain capitalized terms used but not defined in this Addendum have the meanings set forth in the Plan and/or the main body of the Agreement.

##### *Notifications*

This Addendum also includes information regarding exchange controls and certain other issues of which the Participant should be aware with respect to his or her participation in the Plan. The information is based on the securities, exchange control and other laws in effect in the respective countries as of January 2023. Such laws are often complex and change frequently. As a result, the Company strongly recommends that Participant not rely on the information in this Addendum as the only source of information relating to the consequences of the Participant's participation in the Plan because the information may be out of date at the time Participant vests in the Shares or sells the Shares acquired under the Plan.

In addition, the information contained herein is general in nature and may not apply to Participant's particular situation and the Company is not in a position to assure the Participant of any particular result. Accordingly, the Participant is advised to seek appropriate professional advice as to how the relevant laws of the Participant's country may apply to his or her situation.

Finally, if Participant is a citizen or resident of a country other than the one in which the Participant is currently working or transfers to another country after the grant of the Performance Share Units, or is considered a resident of another country for local law purposes, the information contained herein may not be applicable to Participant in the same manner. In addition, the Company shall, in its discretion, determine to what extent the terms and conditions contained herein shall apply to the Participant under these circumstances.

#### NETHERLANDS

##### *Notifications*

**Securities Law Information.** The grant of Units under the Plan is exempt or excluded from the requirement to publish a prospectus under the EU Prospectus Regulation as implemented in the Netherlands.

**Prohibition Against Insider Trading.** The Participant should be aware of the Dutch insider trading rules, which may affect the sale of Shares acquired under this Agreement. In particular, the Participant may be prohibited from effecting certain share transactions if the Participant has insider information regarding the Company. Below is a discussion of the applicable restrictions. The Participant is advised to read the discussion carefully to determine whether the insider rules could apply to him or her. If it is uncertain whether the insider rules apply, the Company recommends that the Participant consults with a legal advisor.

The Company cannot be held liable if the Participant violates the Dutch insider trading rules. The Participant is responsible for ensuring the Participant's compliance with these rules.

Dutch securities laws prohibit insider trading. As of 3 July 2016, the European Market Abuse Regulation (MAR), is applicable in the Netherlands. For further information, the Participant is referred to the website of the Authority for the Financial Markets (AFM): <https://www.afm.nl/en/sector/effectenuitgevende-ondernemingen>.

Given the broad scope of the definition of insider information, certain employees of the Company working at its Dutch Participating Company may have insider information and thus are prohibited from making a transaction in securities in the Netherlands at a time when they have such insider information. By entering into and participating in this Agreement, the Participant acknowledges having read and understood the notification above and acknowledges that it is the Participant's responsibility to comply with the Dutch insider trading rules, as discussed herein.



**Verra Mobility Corporation  
Second Amended and Restated  
Short-Term Incentive Plan**

**Effective January 1, 2023**

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**RECITALS**

WHEREAS, the Compensation Committee of the Board of Directors (respectively, the “*Compensation Committee*” and the “*Board*”) of Verra Mobility Corporation (the “*Company*”) adopted and maintains the Amended and Restated Verra Mobility Corporation Short-Term Incentive Plan, dated January 1, 2022 (the “*Prior Plan*”), pursuant to which specified incentive benefits are provided to Participants (as defined in Section 2.1) in the form of cash on the terms and conditions set forth therein; and

WHEREAS, the Company desires to amend and restate the Prior Plan in its entirety; and

WHEREAS, the Compensation Committee has reviewed the terms and provisions hereof and found them satisfactory.

NOW, THEREFORE, effective as of January 1, 2023, the Company hereby adopts this Second Amended and Restated Short-Term Incentive Plan (the “*Plan*”) on the terms and conditions set forth herein, which Plan will be known as the “Verra Mobility Corporation Second Amended and Restated Short-Term Incentive Plan.”

**1. ESTABLISHMENT, PURPOSE AND TERM OF PLAN**

**1.1. Establishment.** This Plan, which amends and restates the Prior Plan, is effective as of January 1, 2023 (the “*Effective Date*”). The Plan supersedes in their entirety the Prior Plan and any predecessor plans (collectively, the “*Prior Plans*”). The Prior Plans and any written or verbal representations of the Company or its representatives regarding the subject matter of the Prior Plans are hereby terminated as of the Effective Date.

**1.2. Purpose.** The purpose of the Plan is to provide annual incentive compensation intended to motivate, reward and retain selected employees. The Plan is intended to constitute a “bonus program” as defined under United States Employee Benefits Security Administration Regulations Section 2510.3-2(c) and will be construed and administered in accordance with such intention.

**1.3. Term of Plan.** The Plan is effective as of the Effective Date for the Company’s calendar fiscal year 2023 and for each Company fiscal year thereafter (each, a “*Plan Year*”), unless otherwise amended or terminated in accordance with Section 5.4 of the Plan.

**2. ELIGIBILITY TO PARTICIPATE**

**2.1. General.** An Employee (as defined below) is eligible to participate, and become a participant in the Plan for an applicable Plan Year (a “*Participant*”) if he or she (i) is hired prior to October 1 of the Plan Year; (ii) is not covered by a collective bargaining agreement, (iii) is classified by the Company in an Executive, Management or Professional Career Category as defined by the Company’s compensation department (or any equivalent successor designation); (iv) is approved for participation by (aa) the Company’s Chief Executive Officer (the “*CEO*”) and Chief People Officer (the “*CPO*”) if the Employee is not the CEO or one of the Company’s other executive officers (the “*ELT Members*”), or (bb) by the Board or Compensation Committee if the Participant is the CEO or an ELT Member, and (iv) does not participate in a different short-term incentive, sales or commission plan of the Company or any of its direct or indirect subsidiaries (each a “*Subsidiary*”) (absent explicit written approval from the CEO or the Board or Compensation Committee, as applicable). As used in the Plan, the term “*Employee*” means an employee of the Company or of any of its Subsidiaries. A Participant will be notified of his or her participation in the Plan (a “*Participation Notice*”) containing Plan specifics as contemplated herein for the applicable Plan Year, which they may be required to sign and return to the Company.

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**2.2. Partial Year Participation.** If an Employee becomes eligible to participate in the Plan during a Plan Year due to promotion or new hire and is notified of his or her participation in the Plan, such Participant's bonus shall be pro-rated based on the number of full months of employment during the Plan Year. If during a Plan Year a Participant becomes ineligible to participate in the Plan, the Employee may be eligible to receive a pro-rata portion of any Bonus opportunity based on the period of time the Employee was a Participant during such Plan Year provided that (i) the Employee remains employed by the Company or a Subsidiary on the corresponding applicable Payment Date (as defined in Section 4.6), and (ii) the other required criteria to receive a Bonus are met.

### **3. PLAN DESIGN**

The Plan provides the basis upon which each Participant may earn an incentive bonus for a Plan Year (an "**Annual Bonus**") and, if authorized by the Board or Compensation Committee in any Plan Year, a partial payment (a "**Progress Payment**") for the period of January 1 through June 30 of such Plan Year (the "**First Half Period**" and, together with the Plan Year, the "**Measurement Periods**", or individually, a "**Measurement Period**"). The metrics used to determine the extent, if any, to which a Participant may earn an Annual Bonus and a Progress Payment are described in this Section 3 as further supplemented by a Participant's Participation Notice. The Annual Bonus and Progress Payment are sometimes collectively referred to as "**Bonuses**" and individually as a "**Bonus**."

**3.1. Participant's Annual Bonus Target Amount.** A Participant's Annual Bonus target amount is stated as a percentage of his or her annual base salary at the end of any applicable Measurement Period (for salaried exempt employees) or as the Participant's total wages earned during the applicable Measurement Period, including overtime pay (for non-exempt employees) (the "**Target Amount**"). Participants will be notified of their Target Amount during the first quarter of a Plan Year or as reasonably practical after the commencement of the Plan Year (or, for new hires or transfers into eligible positions during the Plan Year, at or around the time of notification of participation) or, if applicable, after any amendment to the Plan via their Participation Notice. In addition to continued employment, the Bonuses are earned based on the achievement of financial targets and individual performance, as described below. The Target Amount may be capped (as a percentage above 100% of the Target Amount) in any applicable Plan Year as determined by the Board or Compensation Committee, which shall be communicated to Participants in their Participation Notice.

**3.2. Annual Bonus and Progress Payment Components.** Annual Bonuses and Progress Payments under the Plan are based on performance measures that may include a combination of Company-wide ("**Consolidated**") or Business Unit ("**BU**") financial performance measures (each, a "**Financial Factor**"), and an Individual performance measure (the "**Individual Performance Factor**"). Each Participant shall be notified of the weighting of applicable Financial Factors and the Individual Performance Factor for purposes of calculating the Participant's Bonus.

**3.2.1. Financial Factors.** During the first quarter of the Plan Year, or as reasonably practical thereafter (or after any amendment to the Plan), each applicable Financial Factor will be assigned an annual target (each, a "**Financial Target**"), which will be determined by the Company's Chief Financial Officer ("**CFO**") and approved by the Board or Compensation Committee, and thereafter communicated to Participants. Performance against Financial Targets will be measured after the end of the First Half Period for purposes of determining payment amount, if any, of the Progress Payment if authorized for the Plan Year, and at the conclusion of the Plan Year after the Company's books are closed for the fiscal year for purposes of determining the amount, if any, of the Annual Bonus. Achievement against the applicable Financial Target (as measured as a percentage) will determine an unweighted multiplier for the applicable Financial Factor (each, a "**Financial Factor Unweighted Multiplier**"). To determine the resulting weighted

multiplier for the applicable Financial Factor (each, a “**Financial Factor Weighted Multiplier**”), each Financial Factor Unweighted Multiplier will be multiplied by the applicable weighting factor. Financial Factors that may be considered include, but are not limited to, the following:

**3.2.1.1.Consolidated Adjusted EBITDA.** “Consolidated Adjusted EBITDA” means the Company’s earnings before interest, taxes, depreciation and amortization determined on the basis of the Company’s Consolidated financial statements prepared for the applicable Measurement Periods, as adjusted in the Board’s discretion by removing irregular, one-time or non-recurring items.

**3.2.1.2.Business Unit Adjusted EBITDA.** “Business Unit Adjusted EBITDA” or “BU Adjusted EBITDA” means the adjusted earnings before interest, taxes, depreciation and amortization of the applicable BU determined on the basis of the financial statements of such BU prepared for the applicable Measurement Periods, as adjusted in the Board’s discretion by removing irregular, one-time or non-recurring items.

**3.2.1.3.Consolidated Revenue.** “Consolidated Revenue” means the Company’s total revenue determined on the basis of the Company’s Consolidated financial statements prepared for the applicable Measurement Periods.

**3.2.1.4.Business Unit Revenue.** “Business Unit Revenue” or “BU Revenue” means the total revenue of the applicable BU determined on the basis of the financial statements of such BU prepared for the applicable Measurement Periods.

**3.2.2. Operational Modifier.** During the first quarter of each Plan Year, or as soon as reasonably practical thereafter (or after any amendment to the Plan), the CEO will establish, and the Board or Compensation Committee will approve, one or more key strategic objectives to be evaluated on a Consolidated basis, BU basis, or a combination of both. Performance of the Company or applicable BU against the applicable key strategic objective(s) will determine an adjustment factor (the “**Operational Modifier**”) expressed as a percentage value within a range that will be communicated to Participants. Each respective Financial Factor Weighted Multiplier determined for the full Plan Year (but not for the First Half Period) will be multiplied by the Operational Modifier to determine an adjusted Financial Factor Weighted Multiplier (each, an “**Adjusted Annual Financial Factor Weighted Multiplier**”). Determination of performance against the Operational Modifier will be made by the Board in its discretion after the conclusion of the Plan Year. The Operational Modifier score, once determined, shall apply equally to all Participants subject to the same Operational Modifier.

**3.2.3. Individual Performance.** Each Participant’s Bonus will take into account an Individual performance measure based on the Participant’s performance during the Measurement Period, which shall be determined following the conclusion of the applicable Measurement Period based on input from the Participant’s supervisor and is subject to the CEO’s approval and discretion, with the exception of the CEO and ELT Members, whose Individual performance shall be determined by the Board or the Compensation Committee in its discretion (the “**Individual Performance Factor**”). The Individual Performance Factor will be multiplied by the weighting factor applicable to the Participant to determine the Participant’s “**Individual Performance Weighted Multiplier**.”

#### **4. PAYMENTS UNDER THE PLAN**

**4.1. Progress Payment.** The Company may determine for any Plan Year that it is in furtherance of the purpose of the Plan to make a Progress Payment, which is a partial payment of the Annual Bonus based on performance against certain targets as measured at the end of the First Half Period, as such performance targets are determined by the Board or the Compensation Committee in its discretion. Eligibility for a Progress Payment for any applicable Plan Year, including the performance targets used to determine the amount of any Progress Payment and how the Progress Payment will be calculated, will be communicated to Participants in their Participation Notice. Eligibility for a Progress Payment is subject to the following, as determined by the Board or the Compensation Committee in its discretion:

**4.1.1.** A minimum level of performance that must be achieved as of the end of the First Half Period before Participants are eligible to receive a Progress Payment (for example, a percentage of Adjusted EBITDA performance) (the “*Progress Payment Threshold*”);

**4.1.2.** The Participant must be employed on the Progress Payment Date (as defined in Section 4.6.1) and meet the other requirements of this Plan; and

**4.1.3.** The Progress Payment will not take into account an Operational Modifier.

**4.2. Annual Bonus.** Each Participant who remains an eligible Employee under the Plan will be entitled to earn an Annual Bonus for the applicable Plan Year in an amount, if any, determined in accordance with the provisions of the Plan.

**4.2.1. Full Year EBITDA Threshold.** No Participant will be entitled to an Annual Bonus under the Plan with respect to Financial Factors unless *both* (i) the actual level of Consolidated Adjusted EBITDA performance equals or exceeds an established percentage of the Financial Target for Consolidated Adjusted EBITDA for the Plan Year *and* (ii) for BU Participants, the actual level of BU Adjusted EBITDA performance equals or exceeds an established percentage of the Participant’s applicable Financial Target for BU Adjusted EBITDA for the Plan Year (collectively, the “*Full Year EBITDA Threshold*”). If the Full Year EBITDA Threshold is not achieved, no corresponding Annual Bonus payment related to Financial Factors will be paid to the Participant. The Full Year EBITDA Threshold need not be achieved for a Participant to receive an Annual Bonus payment for the Individual Performance Factor. If the Full Year EBITDA Threshold is achieved, the Participant’s Annual Bonus opportunity for the Plan Year will be calculated based on the Financial Factor weighting applicable to the Participant and on performance against the applicable Financial Targets, subject to the following:

**4.2.1.1.** The calculation of the Annual Bonus payable based on Financial Factors is subject to application of the Operational Modifier;

**4.2.1.2.** Provided the Full Year EBITDA Threshold is achieved, Participants are eligible for an Annual Bonus on both the Financial Targets for Adjusted EBITDA and Revenue applicable to the Participant (Consolidated or BU), based on the Adjusted Annual Financial Factor Weighted Multiplier as multiplied against the Target Amount as of the end of the Plan Year;

**4.2.1.3.** Any Progress Payment made following the First Half Period in a Plan Year shall be deducted from the Annual Bonus payment calculated on the Financial Factors for the Plan Year. An Annual Bonus payment for the Individual Performance Factor is not subject to the Full Year EBITDA Threshold;

4.2.1.4. Product sales or other extraordinary events (positive or negative) may be excluded from the determination of a BU's financial performance for purposes of calculating achievement of a Financial Target; and

4.2.1.5. The Participant must be employed on the Full Year Payment Date (as defined in Section 4.6.2) and meet the other requirements of this Plan.

**4.3. Bonus Calculation.** Bonus payments made to eligible Participants will be calculated based on their Target Amount. For purposes of calculating any Bonus for Participants who are classified as exempt under the Fair Labor Standards Act ("**FLSA**"), the Target Amount shall be applied against the annual base salary in effect on the last day of any Measurement Period, and for Participants who are classified as non-exempt under the FLSA, the Target Amount shall be applied against the Participant's total wages earned during the Measurement Period, including overtime pay (and as such, the Bonus paid shall not be factored into the Participant's regular rate of pay). A Participant whose job classification is changed during the Plan Year such that the new job title qualifies for a different Target Amount and/or the Participant is subject to different BU Financial Targets shall have his or her Bonus calculated based on the new job's bonus calculation criteria for the entire Plan Year.

**4.4. Final Approval of Annual Bonuses.** All Bonus amounts to be paid to Participants under the Plan must be approved by the CEO prior to payment, with the exception of the CEO and ELT Members, whose payments must be approved by the Board or the Compensation Committee.

**4.5. Eligibility to Receive Payment.** To be eligible to receive any Bonus payment under the Plan, a Participant must be employed by the Company or a Subsidiary on both (i) the last day of the applicable Measurement Period, and (ii) the date on which the Company or Subsidiary actually pays the corresponding Bonus (the "**Payment Date**"). However, if the Company or Subsidiary terminates a Participant's employment without cause (as determined by the Company or Subsidiary in its sole discretion) after the end of a Measurement Period but before the corresponding Payment Date, the CEO and CPO, for Participants other than the CEO and ELT Members, and the Board or Compensation Committee for Participants who are the CEO and ELT Members, may, in their/its sole discretion, pay on the Payment Date, all or a pro-rata portion of the Participant's Bonus for that Measurement Period. For purposes of this section, a Participant who transfers from one Subsidiary to another with no break in service shall not be deemed to have been terminated without cause.

**4.6. Payment Dates.** Subject to all other requirements of this Plan, the Payment Dates are as follows:

**4.6.1.** The Payment Date for the Progress Payment (if paid) shall occur after the Company closes its financial statements for June of the applicable Plan Year but occur no later than August 15 of the Plan Year (the "**Progress Payment Date**").

**4.6.2.** The Payment Date for the Annual Bonus (if paid) shall be after the Company's books are closed for the fiscal year but occur no later than March 15 of the year following the applicable Plan Year (the "**Full Year Payment Date**").

**4.7. Tax Withholding.** All Bonus payments made under the Plan are subject to applicable foreign, federal, state and local withholding and any other deductions required by applicable law. Payments to Participants subject to United States income taxes will generally be taxed as supplemental wages, rather than at the wage withholding rate on regular wages.

## **5. OTHER IMPORTANT INFORMATION ABOUT THE PLAN**

## **5.1. Plan Administration.**

**5.1.1.** The Board and/or the Compensation Committee, with respect to Participants who are the CEO and ELT Members, and the CEO and CPO, with respect to Participants other than the CEO and ELT Members, shall administer the Plan as provided in the Plan (each referred to in this Section 5.1 as the “*Plan Administrator*”). Unless such authority is specifically designated otherwise in the Plan, the Plan Administrator, as applicable, has full discretionary authority to administer and interpret the Plan, including, without limitation, discretionary authority to determine those Employees who shall become Participants, the standard or formula pursuant to which the performance components and each Participant’s Bonus shall be calculated, whether all or any portion of the Bonus so calculated will be paid, and the specific Bonus amount, if any, to be paid to each Participant. The Plan Administrator has the authority, but not the obligation, to adopt, amend and repeal such administrative rules, guidelines and practices relating to the Plan as it shall deem appropriate.

**5.1.2.** Without limitation, the Plan Administrator shall have the absolute and discretionary right to adjust the Plan components, to determine achievement of the Operational Modifier, or to exclude items from the calculation of any achieved Financial Target or Individual Performance Factor, at any time during the Plan Year if it determines that external changes or other business conditions require changes to be made.

**5.1.3.** All decisions and determinations of the Plan Administrator (including, without limitation, all interpretations of the Plan or of any Bonus) shall be final, conclusive and binding upon all persons, including Participants and their legal representatives.

**5.2. Corporate Event.** In the event of a merger, consolidation, plan of exchange, acquisition of property or stock, split-up, spin-off, reorganization or liquidation, any sale, lease, exchange or other transfer (in one transaction or a series of transactions) of all, or substantially all, the assets of the Company, or as would constitute a “Change in Control” as defined in the Verra Mobility Corporation 2018 Equity Incentive Plan, (each, a “*Corporate Event*”), the Company will select, prior to the consummation of the transaction, one of the following alternatives: this Plan: (a) shall remain in effect in accordance with its terms; (b) shall remain in effect in accordance with its terms, but shall be assumed by the surviving corporation; (c) will terminate, along with any future accruals, as of the consummation of the transaction and all payments under this Plan shall be pro-rated based upon the number of days that have elapsed in the Plan Year up to the date of the Corporate Event, calculated based on the attainment of performance criteria as of the transaction date, and paid within 30 days after the closing of the transaction, provided the Participant is employed on the transaction closing date or (d) will terminate, and all Bonus payments will be made to Participants based on each Participant’s annualized base salary (i.e., not on a pro-rata basis, but rather a full year basis), calculated based on the attainment of Financial and Individual Performance Targets as of the transaction date, and paid within thirty (30) days after the closing of the transaction, provided the Participant is employed on the transaction closing date.

**5.3. Severability.** In the event any provision of the Plan shall be held illegal or invalid for any reason, the illegality or invalidity shall not affect the remaining parts of the Plan, and the Plan shall be construed and enforced as if the illegal or invalid provision had not been included.

**5.4. Amendment/Termination.** The Company may, from time to time, amend, suspend, or terminate in whole or in part and retroactively or prospectively, and if suspended or terminated, may reinstate, any or all of the provisions of the Plan, without liability to any Participant or Employee.

**5.5. No Continued Right to Employment.** Neither the establishment of the Plan, nor the provision for or payment of any amounts hereunder, nor any action of the Company shall be held or construed to confer upon any Participant or other person or entity any legal right to receive, or possess any interest in, a Bonus payment, or any legal right to be continued in the employ of the Company or any Subsidiary for any particular period of time. Participation in the Plan does not affect the right of the Company or any Subsidiary to terminate a Participant's employment with the Company or any Subsidiary at any time or for any reason unless otherwise prohibited by law.

**5.6. Plan Bonuses Not Assignable.** The rights of a Participant to Bonuses are not subject to anticipation, alienation, sale, transfer, assignment, pledge, encumbrance, attachment or garnishment by creditors of the Participant, and any attempt to assign, pledge or encumber that interest shall be void. To the extent requested by the Company, each Participant and his or her spouse shall acknowledge in writing that the rights of a Participant to Bonuses are non-transferable, including in the event of death or marital separation. No Bonus is earned by a Participant, and a Participant has no rights to a Bonus, unless and until a Bonus is paid to a Participant on a Payment Date.

**5.7. Code Section 409A.** The Bonuses provided under this Plan to Employees subject to United States income taxes are intended to be paid in such a manner that satisfies the short-term deferral exception to Section 409A of the Internal Revenue Code of 1986, as amended (the "*Code*"); provided, however, that any and all tax liability and penalties resulting from non-compliance with Section 409A of the Code or an exception thereto shall remain the Participant's sole responsibility. Nothing in this Plan shall be construed as a guarantee of any particular tax treatment to a Participant. Each Participant shall be solely responsible for his or her tax consequences with respect to all Bonus amounts payable under this Plan, and in no event shall the Company, any Subsidiary or the CEO, CPO, Board or Compensation Committee have any responsibility or liability if this Plan does not meet any applicable requirements of any law including, without limitation, Code Section 409A or an exception thereto.

**5.8. Applicable Law.** All questions pertaining to the construction, regulation, validity, and effect of the provisions of the Plan shall be determined in accordance with the laws of the State of Arizona. This Plan will be construed in accordance with, and any dispute or controversy arising from any breach or asserted breach of the Plan will be governed by, the laws of the State of Arizona without reference to principles of conflicts of law thereof. For purposes of litigating any dispute that arises directly or indirectly from the relationship of the parties under this Plan, the parties shall submit to, and consent to the jurisdiction of, the State of Arizona and agree that such litigation shall be conducted only in the courts of the Maricopa County, Arizona, or the federal courts of the United States for the District of Arizona, and no other courts. In the event of any proceeding to enforce any provision of this Plan, the prevailing party shall recover its attorneys' fees and expenses.



