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

FORM 8-K

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

Date of Report (Date of earliest event reported): October 29, 2026

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

Delaware	**1-37979**	**81-3563824**
(State or other jurisdiction of incorporation)	**(Commission File Number)**	**(IRS Employer Identification No.)**

2046 Riverview Auto Drive, Suite 300
Mesa, Arizona **85201**
(Address of principal executive offices) **(Zip Code)**

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

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

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:

(Title of each class)	**(Trading symbol)**	**(Name of each exchange on which registered)**
Class A common stock, par value $0.0001 per share	VRRM	Nasdaq Capital Market

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 October 29, 2026, the Board of Directors (the "Board") of Verra Mobility Corporation (the "Company") appointed Matthew Kvarda as Interim Chief Financial Officer and principal financial officer of the Company, effective November 5, 2026 ("Appointment Date"), to serve until a permanent Chief Financial Officer is appointed. Mr. Kvarda succeeds Craig Conti, who, as previously disclosed, will resign as Executive Vice President and Chief Financial Officer of the Company effective November 4, 2026. The Board, with the assistance of an executive search firm, Spencer Stuart, is conducting a search for a permanent Chief Financial Officer.

Mr. Kvarda, age 56, is a Managing Director with Alvarez & Marsal North America, LLC ("A&M"), where he has worked since 2004. At A&M, Mr. Kvarda has served as Interim Chief Financial Officer or Interim senior management for a variety of public and non-public companies including Jacuzzi Brands, TEAM, Inc., Revlon, Inc. and 23andMe. Prior to joining A&M, Mr. Kvarda was a Senior Director at KPMG LLP from 2002 to 2003 and a Senior Director with Arthur Andersen & Co. from 1996 to 2002, and he served as an Assistant Vice President at Bank of America from 1992 to 1996. Mr. Kvarda earned a bachelor's degree in economics from the University of California, San Diego, and an MBA from the University of California, Los Angeles.

Mr. Kvarda's services are provided pursuant to an engagement letter, dated October 25, 2026, between the Company and A&M (the "Engagement Letter"). Under the Engagement Letter, A&M will also provide consulting services to the Company at the direction of the Company's Chief Executive Officer pursuant to which A&M will advise the Company on liquidity, business plan and financial reporting matters from the commencement of such services through the Appointment Date. The Company will pay A&M a fixed rate of $150,000 per month (plus expenses) for such advisory services and Mr. Kvarda's services as Interim Chief Financial Officer from the commencement of the advisory services through April 30, 2027, $165,000 per month (plus expenses) from May 1, 2027 through October 31, 2027, and $180,000 per month (plus expenses) thereafter, in each case prorated for any partial month. Aggregate fees payable to A&M for the advisory services and Mr. Kvarda's services (excluding expenses) through and including October 31, 2027 may not exceed $1,890,000 without the Company's prior written consent. The Company will also reimburse A&M for reasonable and documented out-of-pocket expenses and pay A&M a flat administrative charge equal to 2.5% of the fees for Mr. Kvarda's services, and will pay A&M a retainer of $150,000 to be credited against amounts due at the end of the engagement. Mr. Kvarda will remain an employee of A&M, will not receive any compensation directly from the Company, and will not participate in, or receive any compensation or benefits under, any of the Company's compensation, equity, bonus, retirement, health, welfare or other employee benefit plans or programs. The Company may terminate the Engagement Letter at any time, with immediate effect, and A&M may terminate the Engagement Letter without cause on 15 days' prior written notice or immediately for Good Reason (as defined in the Engagement Letter). The Engagement Letter also contains customary confidentiality and non-solicitation provisions, a one-year restriction on Mr. Kvarda providing services to specified competitors of the Company, and provides for indemnification of A&M and its personnel acting as officers on the engagement.

In addition, on the Appointment Date, the Company intends to enter the Company's standard form of indemnity agreement with Mr. Kvarda. The indemnity agreement provides for indemnification and advancements of certain expenses and costs relating to claims, suits or proceedings arising from Mr. Kvarda's service to the Company or, at the Company's request, service to other entities, as an officer or director to the maximum extent permitted by applicable law. Mr. Kvarda will also be covered under the Company's director and officer liability insurance policies.

There are no arrangements or understandings between Mr. Kvarda and any other person pursuant to which Mr. Kvarda was appointed as Interim Chief Financial Officer of the Company, other than the Engagement Letter. There are no family relationships, as defined in Item 401 of Regulation S-K, between Mr. Kvarda and any director or executive officer of the Company.

Other than the Engagement Letter and the fees payable to A&M thereunder, Mr. Kvarda has not engaged in any transaction with the Company during the last fiscal year, and does not propose to engage in any transaction, that would be reportable under Item 404(a) of Regulation S-K.

The foregoing summary is qualified in its entirety by reference to the full text and terms of the Engagement Letter, which is filed as Exhibit 10.1 to this Current Report on Form 8-K and is incorporated by reference herein.

Item 9.01 Financial Statements and Exhibits.

(d) Exhibits.

Exhibit Number	Description of Exhibits
10.1*	Engagement Letter, dated as of October 25, 2026, by and between Alvarez & Marsal North America, LLC and Verra Mobility Corporation.
104	Cover Page Interactive Data File (embedded within the Inline XBRL document)

* Certain exhibits have been omitted pursuant to Item 601(a)(5) of Regulation S-K. The Company will furnish supplementally a copy of any omitted exhibit to the Securities and Exchange Commission upon request. The Company may request confidential treatment pursuant to Rule 24b-2 of the Securities Exchange Act of 1934, as amended, for any schedules, exhibits or attachments so furnished.

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: October 30, 2026

Verra Mobility Corporation

By: /s/ Craig Conti
Name: Craig Conti
Title: Chief Financial Officer

October 25, 2026

Mr. Jon Keyser

Verra Mobility Corporation
2046 Riverview Auto Drive, Suite 300
Mesa, Arizona 85201

Dear Mr. Keyser:

This letter confirms and sets forth the terms and conditions of the engagement between Alvarez & Marsal North America, LLC ("A&M") and Verra Mobility Corporation and its subsidiaries, and their assigns and successors (the "Company"), including the scope of the services to be performed and the basis of compensation for those services. Upon execution of this letter by each of the parties below and receipt of the retainer described below, this letter will constitute an agreement between the Company and A&M (the "Agreement").

1. Description of Services

(a) A&M shall provide consulting services to the Company at the direction of the Company's Chief Executive Officer pursuant to which A&M shall advise the Company on liquidity, business plan, and financial reporting issues (the "Advisory Services") from the date of the commencement of such services hereunder (the "Commencement Date") through the CFO Appointment Date (defined below). The Advisory Services shall conclude on the CFO Appointment Date, on which date Mr. Kvarda's services as CFO shall commence.

(b) Officer. In connection with this engagement, A&M shall make available to the Company:

(i) Matthew Kvarda to serve as interim Chief Financial Officer and Principal Financial Officer (the "CFO") beginning November 5, 2026, or such later date on which each of the CFO Conditions (defined below) has been satisfied (the "CFO Appointment Date"). Notwithstanding anything to the contrary in this Agreement, all provisions of this Agreement relating to Mr. Kvarda's service as CFO, including the compensation payable for such services under Section 4, are contingent upon and subject to (i) the appointment of Mr. Kvarda as the Interim Chief Financial Officer and Principal Financial Officer of the Company by the Board, (ii) the approval of the Compensation Committee of the Board of Directors of the Company with respect to the terms and conditions of the compensation arrangements of Mr. Kvarda as contemplated by this Agreement, (iii) the approval by the Board of any changes to the Company's director and officer liability insurance required in connection with this Agreement, and (iv) the satisfaction of the D&O Approval (defined below) (collectively, the "CFO Conditions"). If the CFO

Conditions have not been satisfied, Mr. Kvarda shall not commence service as CFO and A&M shall not be entitled to fees for CFO services, but A&M shall continue to be compensated for any Advisory Services actually rendered in accordance with Section 4; provided, however, that if Mr. Kvarda is not appointed as CFO by November 5, 2026 consistent with the terms contained herein (including the compensation arrangements of Mr. Kvarda as contemplated by this Agreement) then this Agreement shall be terminated unless further extended by the written consent of both parties. The CFO shall devote substantially all of his business time and attention to the Company during the term of his service as CFO. A&M shall not replace the CFO without the Company's prior written consent, except in the event of the CFO's death, disability, or termination of employment with A&M, in which case A&M shall promptly propose a qualified replacement reasonably acceptable to the Company, and any such replacement shall be subject to appointment by the Board and the approvals described in clauses (i) and (ii) above.

(c) Upon the mutual agreement of A&M and the Company, A&M will provide additional employees of A&M and/or its affiliates and wholly-owned subsidiaries ("Additional Personnel") as required (collectively, with the CFO, the "Engagement Personnel").

(d) Duties:

(i) The CFO shall assist in the preparation and oversight of the Company's periodic financial reporting;

(ii) The CFO will provide oversight of the Company's finance and accounting organizations;

(iii) The CFO shall be responsible for leading:

(1) Global finance, which consists of financial planning and analysis, treasury and liquidity/capital structure management, the controller group, accounting, internal control over financial reporting (SOX), shared services, global tax planning and compliance and internal audit; and

(iv) The CFO shall assist the Company in transformation and business planning functions;

(v) The CFO shall report to the CEO and shall be a key member of the Company's executive leadership team;

(vi) The CFO shall work directly with the Company's Board of Directors (the "Board") and Audit Committee;

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(vii) The Engagement Personnel shall perform such other services as requested or directed by the Board or CEO and agreed to by A&M.

(e) The Engagement Personnel shall report to the CEO, as directed by the Board and, at the request of the Board, will make recommendations to and consult with the Board.

(f) The Engagement Personnel will continue to be employed by A&M and, while rendering services to the Company, may continue to work with other personnel at A&M in connection with unrelated matters that will not interfere with the services rendered by the Engagement Personnel pursuant to this Agreement. With respect to the Company, however, the Engagement Personnel shall operate under the direction of the Board and shall comply with the Company's code of business conduct and ethics, insider trading policy, regulation FD policy, IT/security policies, and other compliance and governance polices, disclosure controls and procedures, internal control over financial reporting, and other policies applicable to the Company's executive officers, in each case to the extent provided to the Engagement Personnel and as applicable in connection with the services hereunder, and the CFO shall comply with all laws and regulations applicable to the CFO's role as principal financial officer, including the Sarbanes-Oxley Act of 2002 and Section 16 of the Securities Exchange Act of 1934. The CFO shall also participate in and timely complete all trainings required of or offered to the Company's executive officers or employees generally, including compliance, ethics, information security and other Company trainings, in each case to the extent made available to the CFO and as applicable in connection with the services hereunder. A&M shall have no liability to the Company for any acts or omissions of the Engagement Personnel related to the performance or non-performance of services at the direction of the Board and consistent with the requirements of the Engagement and this Agreement, except to the extent such liability is found in a final judgment by a court of competent jurisdiction (not subject to further appeal) to have resulted primarily and directly from A&M's gross negligence willful misconduct, bad faith or fraud.

(g) In connection with the services to be provided hereunder, from time to time A&M may utilize the services of employees of its affiliates and subsidiaries as Engagement Personnel. Such affiliates and subsidiaries are wholly owned by A&M's parent company and employees.

(h) The Engagement Personnel, including the CFO, are and shall remain employees of A&M (or its affiliates or subsidiaries) and A&M or its affiliates shall be solely responsible for payment of wages and other applicable compensation of such Engagement Personnel in connection therewith and in compliance with applicable law. The Engagement Personnel shall not be eligible to participate in, or receive any compensation or benefits under, any of the Company's compensation, equity, bonus, retirement, health, welfare or other employee benefit plans or programs.

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2. Information Provided by Company and Forward Looking Statements. The Company shall use all reasonable efforts to: (i) provide the Engagement Personnel with access to management and other representatives of the Company; and (ii) to furnish all data, material, and other information concerning the business, assets, liabilities, operations, cash flows, properties, financial condition and prospects of the Company that Engagement Personnel reasonably request in connection with the services to be provided to the Company. The Engagement Personnel shall rely, without further independent verification, on the accuracy and completeness of all publicly available information and information that is furnished by or on behalf of the Company and otherwise reviewed by Engagement Personnel in connection with the services performed for the Company. The Company acknowledges and agrees that the Engagement Personnel are not responsible for the accuracy or completeness of such information and shall not be responsible for any inaccuracies or omissions therein. A&M and Engagement Personnel are under no obligation to update data submitted to them or to review any other areas unless specifically requested by the Board to do so.

   You understand that the services to be rendered by the Engagement Personnel may include the preparation of projections and other forward-looking statements, and numerous factors can affect the actual results of the Company's operations, which may materially and adversely differ from those projections. In addition, Engagement Personnel will be relying on information provided by the Company in the preparation of those projections and other forward-looking statements.

3. Limitation of Duties. Neither A&M, nor the Engagement Personnel make any representations or guarantees that, inter alia, (i) an appropriate restructuring proposal or strategic alternative can be formulated for the Company, (ii) any restructuring proposal or strategic alternative presented to the Company's management or the Board will be more successful than all other possible restructuring proposals or strategic alternatives, (iii) restructuring is the best course of action for the Company, or (iv) if formulated, that any proposed restructuring plan or strategic alternative will be accepted by any of the Company's creditors, shareholders and other constituents. Further, neither A&M, nor the Engagement Personnel, assume any responsibility for the Company's decision to pursue, or not pursue any business strategy, or to effect, or not to effect any transaction. The Engagement Personnel shall be responsible for implementation only of the restructuring proposal or alternative approved by the Board and only to the extent and in the manner authorized and directed by the Board.

4. Compensation.

   (a) Subject to Section 1(b)(i), the following fees shall apply for the applicable periods during which Mr. Kvarda serves as CFO:

      (i) A&M will receive a fixed rate of $150,000 per month (plus expenses) for the Advisory Services and for Mr. Kvarda's CFO services for the period beginning on the Commencement Date through and including April 30, 2027. The monthly rated in this Section 4(a) shall be pro-rated for any partial month of service.

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(ii) A&M will receive a fixed rate of $165,000 per month (plus expenses) for Mr. Kvarda's CFO services for the period beginning on May 1, 2027 through and including October 31, 2027.

(iii) A&M shall receive a fixed rate of $180,000 per month (plus expenses) for Mr. Kvarda's CFO services for the period beginning on November 1, 2027 and continuing thereafter.

(b) For the avoidance of doubt, the aggregate fees payable to A&M under this Agreement for the Advisory Services and for Mr. Kvarda's CFO services (but excluding expenses) for the period from the Commencement Date through and including October 31, 2027 shall not exceed $1,890,000, without the prior written consent of the Company. Furthermore, A&M agrees not to bill for any other Engagement Personnel without the prior written consent of the Company.

(c) A&M will receive fees for the services of any Additional Personnel, if any, based on the following hourly rates, plus reasonable out-of-pocket expenses incurred in connection with this engagement, as set forth further below:

Managing Directors	$1,200 - 1,600
Directors	900 - 1,175
Associates	650 - 875
Analysts	450 - 625

Such rates shall be subject to adjustment annually at such time as A&M adjusts its rates generally.

(d) In addition, A&M will be reimbursed for its reasonable and documented out-of-pocket expenses incurred in connection with this assignment, such as travel, lodging, meals, messenger and wireless charges; provided any single expense in excess of $2,000 shall require the Company's prior written approval. A&M also charges a flat rate of (i) 2.5% of Mr. Kvarda's fees and (ii) 5% of the professional fees for the Additional Personnel, to cover otherwise unbilled items such as telephone and conferencing charges, computer use, technology and software license fees, research subscriptions and other internal services. All fees and expenses will be billed in reasonable detail on a monthly basis or, at A&M's discretion, more frequently. Invoices are payable within ten (10) business days of receipt.

(e) The Company shall promptly remit to A&M a retainer in the amount of $150,000 (the "Retainer") which shall be credited against any amounts due at the termination of this engagement and returned upon the satisfaction of all obligations hereunder. The Retainer will be held in a segregated non-interest-bearing account (which may hold other A&M and A&M affiliate client retainers), separate from the general account to which A&M will direct payment of ongoing fees and expenses. Absent your agreement to the contrary, A&M may only draw on the Retainer (or a portion thereof) in order to apply to invoices that are due and payable or other amounts due under this Agreement or as the Company may otherwise agree and Company will be informed of such application of the Retainer. If a Retainer is to be increased or decreased, the foregoing shall apply.

5. Termination.

   (a) This Agreement will apply from the commencement of the services referred to in Section 1 and may be terminated (i) by the Company with immediate effect, with or without cause, by written notice to A&M, and (ii) by A&M (x) without cause upon not less than fifteen (15) days' prior written notice to the Company, or (y) with immediate effect by written notice to the Company for Good Reason. Upon any termination, A&M and the Company shall agree on the scope and payment terms regarding the CFO's provision of transition services to the Company, and A&M shall return or destroy Company confidential information in accordance with Section 9.

   (b) A&M normally does not withdraw from an engagement unless the Company misrepresents or fails to disclose material facts, fails to pay fees or expenses, or makes it unethical or unreasonably difficult for A&M to continue performance of the engagement, or other just cause exists ("Good Reason").

   (c) On termination of the Agreement, any fees and expenses due to A&M shall be remitted promptly (including fees and expenses that accrued prior to but are invoiced subsequent to such termination).

   (d) The provisions of this Agreement that give the parties rights or obligations beyond its termination shall survive and continue to bind the parties.

6. No Audit. Company acknowledges and agrees that A&M and Engagement Personnel are not being requested to perform an audit, review or compilation, or any other type of financial statement reporting engagement that is subject to the rules of the AICPA, SEC or other state or national professional or regulatory body.

7. No Third Party Beneficiary. The Company acknowledges that all advice (written or oral) provided by A&M and the Engagement Personnel to the Company in connection with this engagement is intended solely for the benefit and use of the Company (limited to its Board and management) in considering the matters to which this engagement relates. The Company agrees that no such advice shall be used for any other purpose or reproduced, disseminated, quoted or referred to at any time in any manner or for any purpose other than accomplishing the tasks referred to herein without A&M's prior approval (which shall not be unreasonably withheld), except as required by law.

8. Conflicts. A&M is not currently aware of any relationship that would create a conflict of interest with the Company or those parties-in-interest of which you have made us aware. Because A&M and its affiliates and subsidiaries comprise a consulting firm (the "Firm") that serves clients on an international basis in numerous cases, both in and out of court, it is possible that the Firm may have rendered or will render services to, or have

business associations with, other entities or people which had or have or may have relationships with the Company, including creditors of the Company. Subject to Section 9, the Firm will not be prevented or restricted by virtue of providing the services under this Agreement from providing services to other entities or individuals, including entities or individuals whose interests may be in competition or conflict with the Company's, provided the Firm makes appropriate arrangements to ensure that the confidentiality of information is maintained and provided that A&M will not represent the interests of any such entities or individuals directly in connection with the matters in which the Engagement Personnel are serving the Company. Each of the entities comprising the definition of Company (each, a "Company Entity") acknowledges and agrees that the services being provided hereunder are being provided on behalf of each of them and each of them hereby waives any and all conflicts of interest that may arise on account of the services being provided on behalf of any other Company Entity. Each Company Entity represents that it has taken all corporate action necessary and is authorized to waive such potential conflicts of interest.

9. Confidentiality/Non-Solicitation/Non-Competition.

A&M and Engagement Personnel shall keep as confidential all non-public information received from the Company in conjunction with this engagement and shall use such information solely for the performance of this engagement, except: (i) as requested by the Company or its legal counsel; (ii) as required by law or legal proceedings, provided that, to the extent legally permitted, A&M gives the Company prompt prior written notice so that the Company may seek a protective order at its own expense; or (iii) as reasonably required in the performance of this engagement. All obligations as to non-disclosure shall cease as to any part of such information to the extent that such information is, or becomes, public other than as a result of a breach of this provision. Upon termination of this engagement, at the Company's written request, A&M shall return or destroy, at A&M's election, the Company's confidential information, except that we may retain (x) copies as required to be retained by law, regulation, or professional record-keeping requirements, and (y) copies stored on backup or archival systems in accordance with our standard document retention policies, in each case subject to the continuing confidentiality obligations set forth herein. A&M acknowledges that the Engagement Personnel may receive material non-public information and shall comply with the Company's insider trading policy and applicable securities laws.

The Company, on behalf of itself and its subsidiaries and affiliates, agrees that, until eighteen (18) months subsequent to the termination of this engagement, it will not solicit, recruit, hire or otherwise engage any employee of A&M or any of its affiliates who worked on this engagement while employed by A&M or its affiliates ("Solicited Person"). Should the Company or any of its subsidiaries or affiliates extend an offer of employment to or otherwise engage any Solicited Person during such period and should such offer be accepted, A&M shall be entitled to a fee from the Company equal to the Solicited Person's hourly client billing rate at the time of the offer multiplied by 4,000 hours for a Managing Director, 3,000 hours for a Senior Director and 2,000 hours for any other A&M employee. The Company acknowledges and agrees that this fee fairly

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represents the loss that A&M will suffer if the Company breaches this provision. The fee shall be payable at the time of the Solicited Person's acceptance of employment or engagement. Notwithstanding the foregoing, nothing in this Section shall restrict the Company from conducting general solicitations or advertisements not specifically directed at Solicited Persons, provided that, for the avoidance of doubt, any hiring or engaging of a Solicited Person that occurs as a result thereof, shall be a breach of this Section**.**

A&M agrees that, until eighteen (18) months subsequent to the termination of this Agreement, it will not (i) solicit, recruit, hire or otherwise engage for employment or engagement at A&M any employee of Company or its affiliates who worked on this engagement while employed by Company or its affiliates ("Company Solicited Person"); or (ii) refer any Company Solicited Person for employment or other engagement by an A&M affiliate.

During the term of this engagement and for a period of one (1) year following the termination of this engagement or, if earlier, termination of the CFO's service to the Company (the "Restricted Period"), A&M shall not make the CFO available to provide services to, and A&M shall cause the CFO not to, directly or indirectly, whether as an officer, director, employee, partner, consultant, advisor or otherwise, provide services to any Competitor. "Competitor" is defined as the entities set forth on Exhibit A attached hereto as such Exhibit A may be amended from time to time in accordance with this Section 9. The Company may amend Exhibit A from time to time by written notice to A&M, subject to A&M's written consent, which consent shall not be unreasonably withheld, conditioned or delayed; upon receipt of such consent, the amended Exhibit A shall replace the prior Exhibit A for all purposes of this Agreement. Nothing herein shall restrict the CFO from passively owning less than two percent (2%) of the outstanding securities of any publicly traded entity. A&M shall instruct the CFO to be bound by this Section 9 prior to his appointment as CFO and shall ensure that the CFO agrees to the terms of this Section 9. A&M acknowledges that the restrictions in this paragraph are reasonable in duration, geographic scope and subject matter and are necessary to protect the Company's confidential information and goodwill, to which the CFO will have access as its principal financial officer. In the event of a breach or threatened breach of this Section 9 by A&M or any Engagement Personnel, the Company shall be entitled to seek injunctive relief and specific performance, without the necessity of posting bond, in addition to any other remedies available at law or in equity, and the Restricted Period shall be tolled during any period of breach. If any court determines that any restriction in this paragraph is unenforceable, such court may modify such restriction to the minimum extent necessary to render it enforceable. Notwithstanding anything contained herein to the contrary, if the CFO Conditions are not satisfied and Mr. Kvarda is not appointed CFO of the Company, the foregoing terms in this paragraph shall not apply and shall be of no force and effect.

10. Indemnification/Limitations on Liability. The Company shall indemnify the Engagement Personnel acting as officers (the "Indemnified Professionals") to the same extent as the most favorable indemnification it extends to its officers or directors, whether under the Company's bylaws, its certificate of incorporation, by contract or

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otherwise, and no reduction or termination in any of the benefits provided under any such indemnities shall affect the benefits provided to the Indemnified Professionals. The Indemnified Professionals shall be expressly covered as officers under the Company's existing director and officer liability insurance policy(ies) and such coverage shall be primary to any insurance or indemnification made available to the Indemnified Professionals by A&M or resulting from the Indemnified Professionals' employment with A&M. Prior to the effective date of this engagement with respect to the CFO role and as a condition of A&M accepting this engagement with respect to the CFO role, the Company shall make such policy(ies) and all amendments thereto available to A&M for review and approval (the "D&O Approval"). The Company shall also maintain such insurance coverage for the Indemnified Professionals for a period of not less than six years following the date of the termination of the Indemnified Professionals' services hereunder. Company shall furnish evidence of any subsequent renewals of the applicable policy(ies) and shall give thirty (30) days' prior written notice to A&M of cancellation, non-renewal, or material change in coverage, scope, or amount of such director and officer liability policy. The provisions of this section are in the nature of contractual obligations and no change in applicable law or the Company's charter, bylaws or other organizational documents or policies shall affect the Indemnified Professionals' rights hereunder. The attached indemnity and limitation on liability provisions are incorporated herein and the termination of this agreement or the engagement shall not affect those provisions, which shall remain in full force and effect.

11. Joint and Several Liability

Each Company Entity hereby acknowledges and agrees that they are each jointly and severally liable to A&M and its affiliates for all of the Company's representations, warranties, covenants, liabilities and obligations set forth in the Agreement. Any beneficiary of this agreement may seek to enforce any of its rights and remedies hereunder against any or all Company Entities in any order at any time in its sole discretion.

12. Privacy and Data Protection.

In the provision of services under this Agreement, A&M may Process certain Company Personal Data. Capitalized terms used herein but not otherwise defined in the Agreement or in paragraph (b), below, shall have the meanings ascribed in paragraph (e), below.

(a) Mutual Obligations. A&M and the Company shall each comply with Data Protection Laws applicable to their respective Processing of Company Personal Data.

(b) A&M Obligations. (i) A&M shall Process Company Personal Data on behalf of the Company as reasonably necessary to providing the services, which the Company acknowledges consist of the services as described in this Agreement. (ii) A&M shall implement and maintain appropriate physical, technical, and organizational safeguards reasonably designed to protect the confidentiality and security of Company Personal Data, and to protect Company Personal Data against a Personal Data Breach. (iii) For

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purposes of this clause (iii), the terms "consumer", "business", "business purpose", "commercial purpose", "sell", and "share" shall have the meanings ascribed under the California Consumer Protection Act of 2018, as amended by the California Privacy Rights Act of 2020 ("CCPA") and, where applicable, other relevant Data Protection Laws. A&M shall not: (A) sell or share Company Personal Data; (B) retain, use, or disclose Company Personal Data for any purpose other than for providing the services under this Agreement; (C) retain, use, or disclose Company Personal Data for a commercial purpose other than for providing the services under this Agreement, or as otherwise permitted under Data Protection Laws; (D) retain, use, or disclose Company Personal Data outside of the direct business relationship between the Company and A&M, except as otherwise permitted under Data Protection Laws; or (E) combine Company Personal Data it receives from, or on behalf of, the Company with Personal Data that it receives from, or on behalf of, another person or persons, or collects from its own interaction with the consumer, except as otherwise provided under Data Protection Laws. A&M shall provide the same level of privacy protection to Company Personal Data as required of businesses under applicable Data Protection Laws and will notify the Company if it determines that it can no longer meet its obligations under applicable Data Protection Laws. A&M and the Company shall promptly notify and reasonably assist the other if it receives a request from a consumer seeking to exercise individual rights (e.g., access, deletion) with respect to Company Personal Data, including by providing all information necessary to enable the other to comply with the request. The Company shall have the right to take reasonable and appropriate steps to ensure that A&M Processes Company Personal Data in a manner that is consistent with the Company's obligations under applicable Data Protection Laws; specifically, the Company shall have the right to monitor A&M's compliance with its privacy and data protection obligations herein through written questionnaires once every 12 months. The Company shall have the right, upon no less than ten (10) business days' written notice, to request documentation from A&M demonstrating A&M's compliance with its privacy and data protection obligations herein, and to take other reasonable and appropriate steps to stop and remediate any unauthorized use of Company Personal Data by A&M. (iv) Notwithstanding anything in this paragraph (b) to the contrary, the Company acknowledges and agrees: (A) A&M may disclose Company Personal Data to A&M's affiliates to assist A&M in Processing Company Personal Data as reasonably necessary to providing the services under this Agreement; (B) A&M has the Company's general authorization for the engagement of sub-processors to assist A&M in Processing Company Personal Data as reasonably necessary to providing the services under this Agreement; provided, each sub-processor shall be subject to written agreement that complies with applicable Data Protection Law and is no less protective than as set forth herein; and (C) where reasonably necessary to provide the services under this Agreement or as instructed by the Company, A&M may disclose Company Personal Data to the Company's other advisors, constituents, and/or counterparties in the matter for which the Company engaged A&M to provide the services as described herein.

(c) Company Obligations. (i) The Company confirms that it has established all rights (including, where relevant, providing a privacy notice and obtaining any necessary consents) necessary under applicable Data Protection Laws for A&M to provide the services under this Agreement. (ii) The Company shall not do or permit anything to be

done, through any act or omission, in providing or making available to A&M any Company Personal Data, that would cause A&M or any of its affiliates to contravene or incur any liability under any Data Protection Laws. (iii) If the Company's transfer of Company Personal Data to A&M would be prohibited by the EU General Data Protection Regulation 2016/679 of the European Parliament and of the Council ("GDPR") or other Data Protection Laws in the absence of an adequacy decision, standard contractual clauses, or other permitted transfer mechanism, the Company shall be responsible for ensuring that appropriate safeguards are in place including, where applicable, by entering into standard contractual clauses with A&M. (iv) The Company shall use its reasonable efforts, where practicable, to limit the Personal Data that it provides or makes available to A&M to information that is necessary and relevant for A&M's performance of the services under this Agreement, including by removing and/or de-identifying datasets, and to notify A&M in advance regarding categories, types and volume of Personal Data that it will provide or make available so that the parties can implement appropriate data transmission, handling and storage safeguards. (v) If the Company is a covered entity or business associate as defined under the Health Insurance Portability and Accountability Act of 1996 (HIPAA), the Company shall not disclose protected health information (PHI) or electronic protected health information (ePHI) to A&M (in its own capacity as a business associate) unless and until the parties have entered into a mutually acceptable HIPAA business associate agreement, which will supersede this Privacy and Data Protection Provision with respect to such PHI/ePHI.

(d) Deidentified Data. To the extent A&M is permitted under this Agreement to deidentify, anonymize and/or aggregate Company Personal Data ("Deidentified Data"), the Company acknowledges that A&M undertakes such actions in connection with and for the purpose of performing the services hereunder, and Deidentified Data shall not be considered Company Personal Data.

(e) Definitions. (i) "Data Protection Laws" means all laws, rules and regulations pertaining to the privacy and security of Personal Data, including but not limited to CCPA and GDPR; (ii) "Personal Data" means all "personal data", "personal information", "personally identifiable information", "special categories of data", "sensitive personal information", and similarly defined terms under Data Protection Laws; (iii) "Company Personal Data" means any Personal Data that the Company provides or makes available to A&M, or that A&M collects directly from individuals, in connection with A&M's performance of the services under this Agreement (but excluding contact details about the Company's personnel that A&M processes to manage the business relationship with the Company); (iv) "Process" has the meaning under applicable Data Protection Laws, and in all events means to collect, access, analyze, use, store, transfer (including by remote access), or disclose by transmission; and (v) "Personal Data Breach" has the meaning under applicable Data Protection Laws, and in all events means any breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to, Personal Data.

13. Miscellaneous. This Agreement (together with the attached indemnity provisions), and all claims, proceedings or causes of action (whether in contract, tort or statute) that may be based upon, arise out of or relate to this Agreement, or the negotiation, execution or performance of this Agreement or the services provided hereunder (the "Related Matters"), shall be governed by, and enforced in accordance with, the internal laws of the State of New York, including its statutes of limitations, without regard to principles of conflict of law that would defer to the laws of another jurisdiction.

The Company and A&M agree to waive trial by jury in any action, proceeding or counterclaim brought by or on behalf of the parties hereto with respect to any Related Matters. The Company and A&M agree, to the extent permitted by applicable law, that any action with respect to any Related Matters shall be brought and adjudicated exclusively in the United States District Court for the Southern District of New York or, if such court lacks jurisdiction, in the New York state courts with jurisdiction over New York, New York; that those courts shall have exclusive jurisdiction over any Related Matters; to submit to the personal jurisdiction of such courts; and to waive any and all personal rights under the law of any jurisdiction to object on any basis (including, without limitation, inconvenience of forum) to jurisdiction or venue in any legal proceeding.

This Agreement shall be binding upon A&M and the Company, their respective heirs, successors, and assignees, and any heir, successor, or assignee of a substantial portion of A&M's or the Company's respective businesses and/or assets, including any Chapter 11 Trustee. This Agreement incorporates the entire understanding of the parties with respect to the subject matter hereof and may not be amended or modified except in writing executed by the Company and A&M. The Company agrees that A&M may aggregate information provided by or on behalf of the Company during this engagement with information provided by or on behalf of others and use and disclose that information in de-identified form as part of research and advice, including, without limitation, benchmarking services, provided that such information does not identify the Company, is aggregated with other companies' data, and does not include material non-public information. A&M may reference or list the Company's name and/or logo and/or a general description of the services in A&M's marketing materials only with the Company's prior written consent or upon the Company's or its representatives' public confirmation of A&M's engagement. A&M may also disclose the Company as a client in required relationship and conflicts disclosures in matters in which A&M or its affiliates are or seek to be engaged (i.e., in a matter before the United States Bankruptcy Court where A&M seeks retention as a professional and the Company is a party in interest. A&M acknowledges that the Company is a public reporting company and consents to the Company's description of the terms of this Agreement in, and filing of this Agreement as an exhibit to, its reports filed with the Securities and Exchange Commission, subject to the Company's right to redact information as permitted by applicable SEC rules.

If the foregoing is acceptable to you, kindly sign the enclosed copy to acknowledge your agreement with its terms.

Very truly yours,

Alvarez & Marsal North America, LLC

By: /s/ Matthew Kvarda
Matthew Kvarda
Managing Director

Accepted and agreed:

Verra Mobility Corporation
on behalf of itself and its subsidiaries

By: /s/ Jon Keyser
Mr. Jon Keyser, Chief Executive Officer

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INDEMNIFICATION AND LIMITATION ON LIABILITY AGREEMENT

This indemnification and limitation on liability agreement is made part of an agreement, dated October 25, 2026 (which together with any renewals, modifications or extensions thereof, is herein referred to as the "Agreement"), by and between Alvarez & Marsal North America, LLC ("A&M") and Verra Mobility Corporation together with its subsidiaries (jointly and severally, the "Company"), for services to be rendered to the Company by A&M.

A. The Company agrees to indemnify and hold harmless each of A&M, its affiliates and their respective shareholders, members, managers, employees, agents, representatives and subcontractors (each, an "Indemnified Party" and collectively, the "Indemnified Parties") against any and all losses, claims, damages, liabilities, penalties, obligations and expenses, including the reasonable costs for counsel or other required experts (including employees of A&M, based on their then current hourly billing rates) in investigating, preparing or defending any third-party action or claim, whether or not in connection with litigation in which any Indemnified Party is a party, or enforcing the Agreement (including these indemnity provisions), as and when incurred, caused by, relating to, based upon or arising out of (directly or indirectly) the Indemnified Parties' acceptance of or the performance or nonperformance of their obligations under the Agreement; provided, however, such indemnity shall not apply to any such loss, claim, damage, liability or expense to the extent it is found in a final judgment by a court of competent jurisdiction (not subject to further appeal) to have resulted primarily and directly from such Indemnified Party's gross negligence, willful misconduct, bad faith, or fraud. The Company also agrees that (a) no Indemnified Party shall have any liability (whether direct or indirect, in contract or tort or otherwise) to the Company for or in connection with the engagement of A&M, except to the extent that any such liability for losses, claims, damages, liabilities or expenses are found in a final judgment by a court of competent jurisdiction (not subject to further appeal) to have resulted primarily and directly from such Indemnified Party's gross negligence, willful misconduct, bad faith, or fraud, and (b) in no event will any Indemnified Party have any liability to the Company for special, consequential, incidental or exemplary damages or loss (nor any lost profits, savings or business opportunity). The Company further agrees that it will not, without the prior consent of an Indemnified Party, settle or compromise or consent to the entry of any judgment in any pending or threatened claim, action, suit or proceeding in respect of which such Indemnified Party seeks indemnification hereunder (whether or not such Indemnified Party is an actual party to such claim, action, suit or proceedings) unless such settlement, compromise or consent includes an unconditional release of such Indemnified Party from all liabilities arising out of such claim, action, suit or proceeding.

B. These indemnification provisions shall be in addition to any liability which the Company may otherwise have to the Indemnified Parties. In the event that, at any time whether before or after termination of the engagement or the Agreement, as a result of or in connection with the Agreement or A&M's and its personnel's role under the Agreement, A&M or any Indemnified Party is required to produce any of its personnel (including former employees) for examination, deposition or other written, recorded or oral presentation, or A&M or any of its personnel (including former employees) or any other

Indemnified Party is required to produce or otherwise review, compile, submit, duplicate, search for, organize or report on any material within such Indemnified Party's possession or control pursuant to a subpoena or other legal (including administrative) process, the Company will reimburse the Indemnified Party for its out of pocket expenses, including the reasonable fees and expenses of its counsel, and will compensate the Indemnified Party for the time expended by its personnel based on such personnel's then current hourly rate.

C. If any action, proceeding or investigation is commenced to which any Indemnified Party proposes to demand indemnification hereunder, such Indemnified Party will notify the Company with reasonable promptness; provided, however, that any failure by such Indemnified Party to notify the Company will not relieve the Company from its obligations hereunder, except to the extent that such failure shall have actually prejudiced the defense of such action. The Company shall promptly pay expenses reasonably incurred by any Indemnified Party in defending, participating in, or settling any action, proceeding or investigation in which such Indemnified Party is a party or is threatened to be made a party or otherwise is participating in by reason of the engagement under the Agreement, upon submission of invoices therefor, whether in advance of the final disposition of such action, proceeding, or investigation or otherwise. Each Indemnified Party hereby undertakes, and the Company hereby accepts its undertaking, to repay any and all such amounts so advanced if it shall ultimately be determined that such Indemnified Party is not entitled to be indemnified therefor. If any such action, proceeding or investigation in which an Indemnified Party is a party is also against the Company, the Company may, in lieu of advancing the expenses of separate counsel for such Indemnified Party, provide such Indemnified Party with legal representation by the same counsel who represents the Company, provided such counsel is reasonably satisfactory to such Indemnified Party, at no cost to such Indemnified Party; provided, however, that if such counsel or counsel to the Indemnified Party shall determine that due to the existence of actual or potential conflicts of interest between such Indemnified Party and the Company such counsel is unable to represent both the Indemnified Party and the Company, then the Indemnified Party shall be entitled to use separate counsel of its own choice, and the Company shall promptly advance its reasonable expenses of such separate counsel upon submission of invoices therefor. Nothing herein shall prevent an Indemnified Party from using separate counsel of its own choice at its own expense. The Company will be liable for any settlement of any claim against an Indemnified Party made with the Company's written consent, which consent shall not be unreasonably withheld.

D. In order to provide for just and equitable contribution if a claim for indemnification pursuant to these indemnification provisions is made but it is found in a final judgment by a court of competent jurisdiction (not subject to further appeal) that such indemnification may not be enforced in such case, even though the express provisions hereof provide for indemnification, then the relative fault of the Company, on the one hand, and the Indemnified Parties, on the other hand, in connection with the statements, acts or omissions which resulted in the losses, claims, damages, liabilities and costs giving rise to the indemnification claim and other relevant equitable considerations shall be considered; and further provided that in no event will the Indemnified Parties' aggregate contribution for all losses, claims, damages, liabilities and expenses with respect to which contribution is available hereunder exceed the amount of fees actually received by the Indemnified Parties pursuant to the Agreement. No person found liable for a fraudulent misrepresentation shall be entitled to contribution hereunder from any person who is not also found liable for such fraudulent misrepresentation.

E. In the event the Company and A&M seek judicial approval for the assumption of the Agreement or authorization to enter into a new engagement agreement pursuant to either of which A&M would continue to be engaged by the Company, the Company shall promptly pay expenses reasonably incurred by the Indemnified Parties, including attorneys' fees and expenses, in connection with any motion, action or claim made either in support of or in opposition to any such retention or authorization, whether in advance of or following any judicial disposition of such motion, action or claim, promptly upon submission of invoices therefor and regardless of whether such retention or authorization is approved by any court. The Company will also promptly pay the Indemnified Parties for any expenses reasonably incurred by them, including attorneys' fees and expenses, in seeking payment of all amounts owed it under the Agreement (or any new engagement agreement) whether through submission of a fee application or in any other manner, without offset, recoupment or counterclaim, whether as a secured claim, an administrative expense claim, an unsecured claim, a prepetition claim or a postpetition claim.

F. Neither termination of the Agreement nor termination of A&M's engagement nor the filing of a petition under Chapter 7 or 11 of the United States Bankruptcy Code (nor the conversion of an existing case to one under a different chapter) shall affect these indemnification provisions, which shall hereafter remain operative and in full force and effect.

G. The rights provided herein shall not be deemed exclusive of any other rights to which the Indemnified Parties may be entitled under the certificate of incorporation or bylaws of the Company, any other agreements, any vote of stockholders or disinterested directors of the Company, any applicable law or otherwise.

Verra Mobility Corporation on behalf of itself and its subsidiaries	ALVAREZ & MARSAL NORTH AMERICA, LLC
By: /s/ Jon Keyser	By: /s/ Matthew Kvarda
Name: Mr. Jon Keyser	Name: Matthew Kvarda
Title: Chief Executive Officer	Title: Managing Director

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EXHIBIT A

COMPETITORS

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