

Part II Organizational Action (continued)

17 List the applicable Internal Revenue Code section(s) and subsection(s) upon which the tax treatment is based ▶ See Attachment

Blank lined area for listing Internal Revenue Code sections.

18 Can any resulting loss be recognized? ▶ See Attachment

Blank lined area for answering question 18.

19 Provide any other information necessary to implement the adjustment, such as the reportable tax year ▶ See Attachment

Blank lined area for providing other information.

Under penalties of perjury, I declare that I have examined this return, including accompanying schedules and statements, and to the best of my knowledge and belief, it is true, correct, and complete. Declaration of preparer (other than officer) is based on all information of which preparer has any knowledge.

Sign Here

Signature ▶

Date ▶

10/5/18

Print your name ▶

Christopher S. Carey

Title ▶

VP, Tax

Paid Preparer Use Only

Print/Type preparer's name

JOSEPH R DEQUATRO

Preparer's signature

Joseph R. DeQuatro

Date

10/5/18

Check if self-employed

PTIN

P01219575

Firm's name ▶ Ernst & Young U.S. LLC

Firm's EIN ▶ 34-6565596

Firm's address ▶ 200 Clarendon Street, Boston, MA 02116

Phone no. 617-266-2000

WEX Inc.

Attachment to Form 8937, Report of Organizational Action Affecting Basis of Securities

The information in this document does not constitute tax advice and is not intended or written to be used, and cannot be used, for the purpose of avoiding penalties under the Internal Revenue Code of 1986, as amended (the “Code”).

Holders of the Existing Term Loan (as defined below) should consult their own tax advisors regarding the particular tax consequences of the Exchange (as defined below) to them, including the applicability and effect of all U.S. federal, state and local and non-U.S. tax laws.

Form 8937, Part II, Line 14

On August 24, 2018 (the “Amendment Date”), WEX Inc. (“WEX”), Bank of America, N.A., as administrative agent, and the other parties thereto entered into the Fourth Amendment to the Credit Agreement (the “Amendment”) with respect to the Credit Agreement dated as of July 1, 2016 (the “Credit Agreement”). The Amendment altered certain provisions applicable to the Term A-2 Loans that were outstanding under the Credit Agreement prior to the Amendment Date (the “Existing Term Loan”). WEX has determined that the Amendment constitutes a “significant modification” of the Existing Term Loan within the meaning of Treasury Regulation § 1.1001-3(e), resulting in a deemed exchange (the “Exchange”) of the Existing Term Loan for a new Term A-3 Loan (the “New Term Loan”) for U.S. federal income tax purposes. Consenting Existing Term Loan holders received a 10 basis point consent fee based on the outstanding principal amount as of the Amendment Date.

Form 8937, Part II, Line 15

The exchange of Existing Term Loan for New Term Loan pursuant to the Exchange should qualify as a “recapitalization” (within the meaning of Section 368(a)(1)(E) of the Code) for U.S. federal income tax purposes if the Existing Term Loan and New Term Loan each constitute “securities” of WEX for U.S. federal income tax purposes. The term “security” is not defined in the Code or in the Treasury Regulations issued thereunder and, as applied to debt obligations, the meaning of the term “security” is unclear.

If the Exchange qualifies as a recapitalization for U.S. federal income tax purposes, a holder’s aggregate tax basis in the New Term Loan received in the Exchange generally would equal such holder’s aggregate adjusted tax basis in its Existing Term Loan immediately prior to the Exchange, increased by any gain recognized in respect of any consent fee and decreased by the amount of any consent fee received.

If the exchange of Existing Term Loan for New Term Loan does not qualify as a recapitalization for U.S. federal income tax purposes then the Exchange will be a fully taxable transaction for U.S. federal income tax purposes. In that case, a holder’s aggregate tax basis in the New Term Loan received in the Exchange generally would equal the issue price of the New Term Loan.

Holders of the Existing Term Loan should consult their own tax advisors regarding the possible classification of the Existing Term Loan and New Term Loan as securities and the tax consequences of the Exchange to them.

Form 8937, Part II, Line 16

If the Exchange qualifies as a recapitalization for U.S. federal income tax purposes, a holder's aggregate tax basis in the New Term Loan received in the Exchange generally would equal such holder's aggregate adjusted tax basis in its Existing Term Loan immediately prior to the Exchange, increased by any gain recognized in respect of any consent fee and decreased by the amount of any consent fee received.

If the Exchange does not qualify as a recapitalization for U.S. federal income tax purposes, a holder's aggregate tax basis in the New Term Loan received in the Exchange generally would equal the issue price of the New Term Loan.

WEX has determined that the New Term Loan was "traded on an established market" within the meaning of Treasury Regulation § 1.1273-2(f), based upon indicative quotes received from the financial information reporting service Bloomberg. Bloomberg reported an average "bid" price and an "ask" price for \$100 of principal amount of the New Term Loan of \$99.25 and \$100.25, respectively, during the 31-day period ending 15 days after the Amendment Date.

WEX has determined that the issue price of the New Term Loan was as follows:

Debt Tranche	Issue Price (%)
Term A-3 Loan	99.75%

Holders of the Existing Term Loan should consult their own tax advisors to determine the tax consequences of the Exchange to them.

Form 8937, Part II, Line 17

Sections 354, 358, 368, 1001, and 1012 of the Code.

Form 8937, Part II, Line 18

If the Exchange qualifies as a recapitalization (within the meaning of Section 368(a)(1)(E) of the Code) for U.S. federal income tax purposes, no loss would be recognized for U.S. federal income tax purposes.

If the Exchange does not qualify as a recapitalization for U.S. federal income tax purposes, the Exchange may result in a loss to a holder in an amount generally equal to the excess (if any) of the holder's adjusted tax basis in its Existing Term Loan over the sum of the fair market value of its New Term Loan and the amount of any consent fee received.

Form 8937, Part II, Line 19

The reportable tax year is 2018 with respect to calendar year taxpayers.

WEX Inc.
Fourth Amendment to the Credit Agreement
dated as of August 24, 2018

Tax Information Provided by WEX Inc. Pursuant to Treasury Regulation § 1.1273-2(f)(9): Issuer's Determination and Communication of "traded on an established market" Status and Issue Price of Newly Issued Debt

On August 24, 2018 (the "Amendment Date"), WEX Inc. ("WEX"), Bank of America, N.A., as administrative agent, and the other parties thereto entered into Fourth Amendment to Credit Agreement (the "Amendment") with respect to the Credit Agreement dated as of July 1, 2016 (the "Credit Agreement"). The Amendment altered certain provisions applicable to the Term A-2 Loans that were outstanding under the Credit Agreement prior to the Amendment Date (the "Existing Term Loan"). WEX has determined that the Amendment constitutes a "significant modification" of the Existing Term Loan within the meaning of Treasury Regulation § 1.1001-3(e), resulting in a deemed exchange (the "Exchange") of the Existing Term Loan for a new Term A-3 Loan (the "New Term Loan") for U.S. federal income tax purposes.

WEX has determined that the New Term Loan was "traded on an established market" within the meaning of Treasury Regulation § 1.1273-2(f), based upon indicative quotes received from the financial information reporting service Bloomberg. Bloomberg reported an average "bid" price and an "ask" price for \$100 of principal amount of the New Term Loan of \$99.25 and \$100.25, respectively, during the 31-day period ending 15 days after the Amendment Date.

WEX has determined that the issue price of the New Term Loan as of the Amendment Date was as follows:

Debt Tranche	Issue Price (%)
Term A-3 Loan	99.75%

Pursuant to Treasury Regulation § 1.1273-2(f)(9), WEX's determinations in this statement are binding on a holder of the New Term Loan unless such holder explicitly discloses that its determinations are different from the WEX's determinations on a timely filed U.S. federal income tax return for the taxable year that includes its acquisition date of the New Term Loan.

This notice is only intended to fulfill WEX's notification obligation under Treasury Regulation § 1.1273-2(f)(9) and does not constitute tax advice. Investors are encouraged to consult their own tax advisors regarding their particular consequences relating to the Amendment.