

State of Washington Contracts & Procurement Division – Internal Contracts Department of Enterprise Services P.O. Box 41411 Olympia, WA 98504-1411	NASPO VALUE POINT MASTER AGREEMENT AMENDMENT	
	Contract No.:	00819
WEX Bank 111 East Sego Lily Drive, Suite 250 Sandy, UT 84070	Amendment No.:	1
	Effective Date:	April 1, 2024

FIRST AMENDMENT
TO
NASPO VALUEPOINT MASTER AGREEMENT NO. 00819
FLEET CARD SERVICES

This First Amendment (“Amendment”) to NASPO ValuePoint Master Agreement No. 00819 is made and entered into by and between the State of Washington acting by and through the Department of Enterprise Services, a Washington State governmental agency (“Enterprise Services”) and WEX Bank, a Utah Corporation (“Contractor”) and is dated and effective as of April 1, 2024.

R E C I T A L S

- A. Enterprise Services and Contractor (collectively the “Parties”) entered into that certain NASPO ValuePoint Master Agreement No. 00819 dated effective as of October 1, 2020 (“Contract”).
- B. The Parties now desire to amend the Contract, to clarify defined terms, replace subsection 8.1, and insert additional exhibits “H” and “I” as specified herein.
- C. The amendment set forth herein is within the scope of the Contract.

A G R E E M E N T

NOW THEREFORE, in consideration of the mutual covenants and agreements set forth herein, the Parties hereby agree to amend the Contract, as follows:

1. CLARIFICATION OF DEFINED TERMS.
 - a. The definition of “File Turn” set forth in “Exhibit F” is hereby deleted and replaced with:

“File Turn”, “File Turn Days” or “file turn days” (as the case may be): the number of days from the date an invoice is generated to the date that such invoice is paid in full, and this change is effective October 1, 2020.
 - b. The definition of “National Annual Volume Incentive” set forth in “Exhibit F” is hereby deleted, as such term is defined and clarified within “Exhibit B” and this change is effective October 1, 2020.

2. CONTRACTOR SALES REPORTING; ADMINISTRATIVE FEE; & CONTRACTOR REPORTS. Subsection 8.1 is hereby removed in its entirety and replaced with the following:

8.1. NASPO VALUEPOINT ADMINISTRATIVE FEE. Contractor shall pay to NASPO ValuePoint, or its assignee, a NASPO ValuePoint Administrative Fee of one-quarter (1/4 or 25%) of one basis point (0.0025% or 0.000025) of the National Annual Volume no later than sixty (60) days following the end of each calendar quarter. The NASPO ValuePoint administrative fee is not negotiable. This fee may not be adjusted in any Participating Addendum. This fee is to be included as part of the pricing submitted with the bid.

3. ADDITION OF EXHIBIT H

- a. The attached Exhibit H "EV Charging En Route Solution Enrollment Form" is hereby added as Exhibit H of the Contract.

4. ADDITION OF EXHIBIT I

- a. The attached Exhibit I "Home EV Charging Reimbursement Solution Enrollment Form" is hereby added as Exhibit I of the Contract.

5. NO CHANGE OTHER THAN AMENDMENT. Except as amended herein, the Contract is unaffected and remains in full force and effect.
6. INTEGRATED AGREEMENT; MODIFICATION. This Amendment constitutes the entire agreement and understanding of the Parties with respect to the subject matter and supersedes all prior negotiations and representations. In the event of any conflict between this Amendment and the Contract or any earlier amendment, this Amendment shall control and govern. This Amendment may not be modified except in writing signed by the Parties.
7. AUTHORITY. Each party to this Amendment, and each individual signing on behalf of each party, hereby represents and warrants to the other that it has full power and authority to enter into this Amendment and that its execution, delivery, and performance of this Amendment has been fully authorized and approved, and that no further approvals or consents are required to bind such party.
8. ELECTRONIC SIGNATURES. An electronic signature of this Amendment or any other ancillary agreement shall be deemed to have the same legal effect as delivery of an original executed copy of this Amendment or such other ancillary agreement for all purposes.
9. COUNTERPARTS. This Amendment may be executed in one or more counterparts, each of which shall be deemed an original, and all of which counterparts together shall constitute the same instrument which may be sufficiently evidenced by one counterpart. Execution of this Amendment at different times and places by the parties shall not affect the validity thereof so long as all the parties hereto execute a counterpart of this Amendment.

EXECUTED AND EFFECTIVE as of the day and date first above written.

**WEX BANK,
A UTAH CORPORATION**

DocuSigned by:
By: Jason Price
Name: Jason Price
Title: President / CEO
Date: 7/12/2024

APPROVED
W441202 - 7/12/2024, 3:13:33 PM

**STATE OF WASHINGTON
DEPARTMENT OF ENTERPRISE SERVICES**

By: Kimberly Kirkland
Name: Kimberly Kirkland
Title: IT Procurement Supervisor
Date: 7/16/2024

**GOVERNMENT -- EV CHARGING EN ROUTE SOLUTION
ENROLLMENT FORM**

This En Route EV Charging Solution Enrollment Form ("**Enrollment**") is submitted by the entity listed below ("**Company**"). Upon WEX Bank's ("**Issuer**") approval of Company's enrollment, this Enrollment will govern the provision of the Solution (as defined hereunder) by Issuer to Company, and will incorporate the terms of the Business Charge Account Agreement between Company and Issuer ("**Agreement**"). The Company and Issuer are referred to individually as a "**Party**" and jointly as the "**Parties**". Capitalized terms used in this Enrollment that are not otherwise defined shall have the meanings set forth in the Agreement.

Company Name:	
Company Address:	City/State/Zip:
<input type="checkbox"/> New Customer	<input type="checkbox"/> Existing Customer Account Number:
<input type="checkbox"/> Tax Exempt Organization	

EV CHARGING EN ROUTE SOLUTION ("SOLUTION")

Company wishes to enable Card acceptance or payment via an Authorized Payment Device (defined below) at certain electric vehicle ("**EV**") charging stations operated by charge point operators participating in the WEX Inc. card network (each, a "**CPO Merchant**") pursuant to the terms set forth in this Enrollment and the terms of the Agreement.

FEES, BILLING, AND PAYMENT

EV Enabled Card Fee. The Company will pay a **monthly fee of \$5.00** (the "**EV Fee**") for **each** Card that is enabled for Transactions at EV charging stations. The EV Fee applies for each Card enabled on any day of a given calendar month.

Authorized Payment Device Replacement Fee. Company will be provided one radio frequency identification (RFID) device to use as an Authorized Payment Device (as defined below) for each enabled Card at no additional cost. If an RFID device needs to be replaced, an additional RFID device will be provided and Company will be charged \$10.00 per additional RFID device, with the original RFID to be disabled.

Payment Terms. Billing for purchases made with an Authorized Payment Device shall be pursuant to the terms of the Agreement.

No Rebates. Any purchases made through use of an Authorized Payment Device shall not be eligible for any Rebate provided under the Agreement.

TERMS AND CONDITIONS

1. **Solution Description.** Pursuant to the terms of this Enrollment and the Agreement, Company will use an Authorized Payment Device to purchase EV charging from CPO Merchants. An "**Authorized Payment Device**" means any RFID device, a physical form of payment or a mobile application, in any case specified and provided by Issuer. Subject to completing the request in section 2.1, Company authorizes Issuer to connect an EV-enabled Card to an Authorized Payment Device to initiate and complete purchases from CPO Merchants. All terms and conditions of the Agreement applicable to "Cards" or to Transactions using a Card shall also apply to the Authorized Payment Devices and Transactions using an Authorized Payment Device, except to the extent expressly set forth otherwise in this Enrollment.
2. **Company Responsibilities**
 - 2.1 Upon acceptance and approval of this completed Enrollment by Company, Issuer will enable one or more Cards designated by Company for use for purchases from CPO Merchants. Upon such enablement by Issuer, any individual that uses the Authorized Payment Device linked to that Card shall be considered an "**Authorized EV Charging User.**" Company may add or change Cards or Authorized EV Charging Users, or request additional RFID devices in the online portal.
 - 2.2 Company will comply with, and shall ensure all Authorized EV Charging Users to comply with, any reasonable instructions provided by Issuer or the applicable CPO Merchant pertaining to use of EV charging, the EV charging station equipment and related applications, any mobile applications intended for use with the Solution, and any Authorized Payment Devices.
 - 2.3 ChargePoint Charging. This section applies if Company or Authorized EV Charging Users purchase EV charging or related products and services from ChargePoint and its network operators. The Authorized Payment Device provided to Company or any Authorized EV Charging User may include or utilize services, software and/or other proprietary materials of ChargePoint, Inc. ("**ChargePoint**") in connection with Company's or any Authorized EV Charging User's accessibility to electric vehicle charging services provided via ChargePoint and its network (collectively, "**ChargePoint Technology**"). Company hereby represents and warrants that its use and/or any Authorized EV Charging User's use of any of the Charge Technology shall be governed by and subject to the following: (i) ChargePoint Terms of Service (found at: https://na.chargepoint.com/terms_mobile?instance=NA-US&country_id=233&locale=en) (collectively, "**ChargePoint Terms**"); and (ii) ChargePoint,

as a third-party beneficiary with respect to the ChargePoint Terms, shall be entitled to enforce any of the ChargePoint Terms against Company with regards to Company's use or any Authorized EV Charging User's use of the ChargePoint Technology.

With sole respect to the Enrollment, the following Special Terms apply if a Company is a state or local government entity ("**Special Entity**") and only to the extent that any offerings provided under the Enrollment are being used in a Company's official capacity as a state or local government entity ("**Special Purpose**"). In the event of any conflict or inconsistency between the Enrollment terms, including the ChargePoint Terms of Service for ChargePoint® Accounts and the Special Terms, the following Special Terms shall prevail for the Special Purpose.

Special Terms:

- I. Governing law and venue shall be those of the respective state of the Special Entity;
- II. Limitation of liability terms in the Enrollment terms shall not apply to the Special Entity;
- III. Indemnification terms in the Enrollment terms shall not apply to the Special Entity; and
- IV. Arbitration terms in the Enrollment terms shall not apply to the Special Entity.

- 2.4 Company will immediately notify Issuer when an Authorized EV Charging User leaves the Company, retires or is absent for an extended period of time.
3. **Issuer Responsibilities.** Upon receipt of a request in the online portal to enable a Card for EV charging, Issuer will enable the applicable Account for EV charging and provide an Authorized Payment Device if requested by Company. Upon enablement of the Account, Company may use a mobile application designated by Issuer for EV charging upon downloading and/or updating the mobile application, as applicable. If an Authorized EV Charging User already has access rights to use EV charging with an CPO Merchant, Issuer may "link" preexisting account information. Use of a mobile application may be subject to additional terms and conditions as set forth in the relevant application. Company must comply and must ensure that its Authorized EV Charging Users comply with the policies and terms of use posted on such mobile applications or otherwise provided to Company by Issuer.
4. **Data Collection and Usage**
- 4.1 Issuer owns all data collected by or on behalf of Issuer in connection with Company's use of the Solution, including but not limited to transactional data collected at EV charging stations. Any feedback provided by Company in connection with its use of the Solution shall be owned by Issuer, including any suggested improvements to the Solution.
- 4.2 Activation of an Authorized Payment Device may require Issuer to share certain Company and Authorized EV Charging User information with the applicable CPO Merchant, including contact information, VIN information and usage associated with Company's Account. Additionally, for Cards issued with the name of an Authorized EV Charging User, Issuer may ask for personally identifiable information from the Authorized EV Charging Users and may share this information with the applicable CPO Merchant in order for it to provide and support services related to the access to and provision of the Solution.
5. **Controls.** The application of any Controls may not be available for purchases on an Authorized Payment Device when an RFID is used and Company agrees to be liable for purchases made with a CPO Merchant even if a Control has been exceeded for any Transaction. Subject to the terms of the Agreement, Company remains liable for all EV charging session fees billed to its Account.
6. **Term; Termination.** The term of this Enrollment will commence on the date this signed Enrollment is submitted to Issuer ("**Enrollment Effective Date**") and will continue on an ongoing basis until either Party terminates as set forth in this section. Either Party may terminate this Enrollment at any time for any reason upon thirty (30) days' prior written notice to the other Party, provided that Company will not be entitled to a refund of any EV Fees paid and must pay all amounts due through the effective date of termination. Issuer may also suspend usage of any Authorized Payment Device in its sole discretion, including if it reasonably believes it is being used for any unauthorized or fraudulent purpose. Upon termination of this Enrollment, Company shall return all Authorized Payment Devices to Issuer within 30 days of the effective date of termination.
7. **Miscellaneous.** This Enrollment will also be subject to and governed by the Agreement and any subsequent amendments, modifications, or replacements thereto. If there is any conflict between the provisions in this Enrollment and the provisions in the Agreement, the provisions in this Enrollment shall prevail but only with respect to the Solution. Issuer may modify the terms and conditions of this Enrollment, including any applicable fees, pursuant to the terms of the Agreement. No course of dealing between the Parties will be construed as a waiver of any breach or right, and no waiver of any breach or right arising under this Enrollment will be effective unless consented to in writing in the form of an amendment signed by both Parties, nor shall it be construed as a waiver of any breach or right subsequently. This Enrollment may be executed electronically.

The undersigned hereby executes this Enrollment on behalf of Company as an authorized representative of Company. Company understands that Company's participation in the Solution is subject to acceptance by the approval of Issuer. Upon such approval, which may be evidenced by Issuer's commencement of services, the terms and conditions above, in addition to the relevant terms of the Agreement, shall govern the provision of services and products hereunder.

IN WITNESS WHEREOF, Company agrees to comply with the terms and conditions of this Enrollment.

Company: _____

Authorized Signature: _____

Print Name: _____

Title: _____

Date: _____

HOME EV CHARGING REIMBURSEMENT SOLUTION ENROLLMENT FORM

This Home EV Charging Reimbursement Solution Enrollment Form (“**Enrollment**”) is submitted by the entity listed below (“**Company**”). Upon Issuer’s approval of Company’s enrollment, this Enrollment will govern the provision of services by WEX Inc. (“**WEX**”) and Issuer to Company, and will incorporate the terms of the Business Charge Account Agreement between Company and WEX Bank (“**Agreement**”). WEX Inc. shall be the service provider of the services provided pursuant to these terms unless otherwise specified.

Company Name:		
Company Address:		City/State/Zip:
<input type="checkbox"/> New Customer*	<input type="checkbox"/> Existing Customer	Account Number:
<input type="checkbox"/> Tax exempt organization		

***If New Customer this enrollment form must be accompanied by the applicable account application and agreement**

OVERVIEW

Company has employees, each of which may be a “**Designated Driver**” (as defined below) who from time to time will initiate electric vehicle charging (“**EV Charging**”) on an electric vehicle (“**EV**”) through use of EV Charging equipment located at the residence of the Designated Driver. Company would like WEX and/or WEX Bank (also referred to as “**Issuer**”) to (i) capture the EV Charging session data; (ii) calculate the amounts to pay the Designated Driver for an EV charging session; and (iii) make payments to the Designated Driver in amounts specified by the Company.

FEES

Subscription Fee. As a participant in the Program, the Company will be charged a **monthly \$12.00** fee for **each Designated Driver** for the following services provided by WEX:

- Utilize the WEX Online portal to initiate account creation for Designated Drivers to be paid EV Charging Costs for Charging Sessions
- Calculate recommended EV Charging Costs for each Charging Session
- Mobile applications for Designated Drivers to set up accounts to support the calculation and receipt of EV Charging Costs

Card-related Fees. The following fees and fee exemptions will be charged to Company for services provided by WEX Bank and will apply with respect to activity on card accounts issued to Designated Drivers:

Type		
Load Fee	\$waived	Fee per load to each card- <i>Paid by Company</i>
Instant Issue Card Packet Fee	\$waived	Fee per instant issue card packet ordered- <i>Paid by Company</i>

Cardholder-paid fees that apply to all cardholder activity are set forth in **Table 1**.

TERMS AND CONDITIONS

DEFINITIONS. Unless otherwise specified in the Agreement, capitalized terms used in these terms shall have the following meanings:

“**Card**” means the prepaid card issued by Issuer to a Designated Driver onto which funds will be loaded at the direction of Company for payment of EV Charging Costs.

“**Charging Session**” means the EV charging session completed at the Residence of the Designated Vehicle.

“**Charging Session Authorization**” means the authorization provided by the Designated Driver to: (i) the CPO that instructs the CPO to share all Charging Session Data with WEX; or (ii) to WEX that it has the rights to access the Charging Session Data from the CPO.

“**Charging Session Data**” means all data provided by CPO (or a third party designated by WEX) to WEX in connection with a Charging Session.

“**CPO**” means the third-party supplier of the EV Charging equipment located at the Residence that collects Charging Session Data and provides other EV Charging related services to the Designated Driver.

“**Designated Driver**” means an employee of the Company who has been designated by Company to be paid EV Charging Costs for Charging Sessions in accordance with the terms of this Enrollment and has been setup to receive EV Charging Costs in accordance with the terms of this Enrollment, including being issued a Card.

“**Designated Vehicle**” means the EV specified by Company in the setup for which a Designated Driver may claim EV Charging Costs.

“**EV Charging Costs**” means the amounts specified by the Company to be paid to the Designated Driver.

“**Program**” means the Home EV Charging Reimbursement Solution which is the provision of services by WEX and WEX Bank as set forth in this Enrollment.

“**Residence**” means the Designated Driver’s residence where the EV Charging equipment is located.

“**Utility**” means the Designated Driver’s electricity provider at the Residence.

EFS MASTERCARD CARD ACCOUNTS. Under the Program, Designated Drivers will be issued Cards funded by Company to reimburse Designated Drivers for their EV Charging Costs.

Once funds are loaded to an EFS MasterCard card account, for purposes of this Program, ownership of the funds transfers from Company to the applicable Designated Driver. Accordingly, Company may not dictate to Issuer the disposition of such funds, and Issuer may restrict Company’s ability to see transaction activity, balances, or any other activity specific to the Designated Drivers’ EFS MasterCard card account.

COMPANY RESPONSIBILITIES. Company must set up an account for each Designated Driver within WEX Online and must specify information for each Designated Driver as requested by WEX which at a minimum shall include: Name, email, residence address, including zip code, telephone number, and Designated Vehicle. Each Designated Driver must: (i) complete any documentation required to use the Card; and (ii) download (a) the WEX DriverDash mobile application or update the application if already used by the Designated Driver; (b) the WEX PayControl mobile application; and (c) the applicable CPO mobile application, activate the EV charger, and indicate that charging sessions must be shared with WEX.

Upon review of the recommended EV Charging Costs for each Charging Session, Company shall indicate whether the recommended EV Charging Costs are “approved” or “denied” through use of the process set up in WEX Online. Designated Drivers will be able to indicate whether a Charging Session is for personal or professional use; however, during the Pilot this option will not be available.

Company shall deposit the funds due to Designated Drivers into an account designated by Issuer (“**Issuer Controlled Account**”) by wire transfer or ACH transfer or other means approved in advance by Issuer. Company shall transfer funds into the Issuer Controlled Account, for the purpose of disbursing funds to the Designated Driver Cards. Company shall provide, in the format specified by Issuer, the identity of, and the amount of such funds due to, each Designated Driver (“**Disbursement Detail**”). Company acknowledges that Issuer will make funds available to Designated Drivers commencing on the business day Issuer receives cleared funds and the corresponding Disbursement Detail. Issuer shall not have any obligation to make any funds available to Designated Drivers for whom the Disbursement Detail is missing or incomplete or if Issuer’s records indicate that insufficient funds are available to complete a transaction. Company shall be able to make instant loads to Cards as needed with no requirement for a minimum balance to be maintained in the account, except that Company must maintain sufficient funds in the Issuer Controlled Account to cover the disbursements that it is directing Issuer to make to Designated Drivers.

ENROLLMENT MATERIALS. The Enrollment Materials include, without limitation, the Short Form Disclosure, Cardholder Agreement, a Card and any disclosures provided by Issuer or as may be required by applicable law and regulation.

Company represents and warrants that all payment data submitted to Issuer and WEX in connection with Designated Drivers and the Program is true, accurate and complete, and is sufficient to enable Issuer to allocate the funds among the various Designated Drivers and honor withdrawal requests by Designated Drivers. Company confirms that Issuer and WEX may rely on such data without any obligation to verify it.

Company shall comply with applicable law and card network rules in connection with its obligations under the Agreement. Company represents and warrants that it shall not use the Program, and shall use its best efforts to prevent itself from being used, for any illegal purpose or activity, including without limitation, money laundering.

Company shall keep records of all transactions and activities performed under this Enrollment for a period of not less than six (6) years after the expiration or termination of this Enrollment.

Where the Designated Driver is using any EV Charging equipment, services, software and/or other proprietary materials provided by ChargePoint Inc. (“**ChargePoint**”) for EV Charging Sessions (collectively, “ChargePoint Technology”), Company hereby represents and warrants that each Designated Driver shall agree to the following terms (to be provided during the setup or update of the DriverDash application):

(i) ChargePoint Privacy Policy (found at: https://na.chargepoint.com/privacy_policy); (ii) ChargePoint Terms of Service (found at: https://na.chargepoint.com/terms_mobile?instance=NA-US&country_id=233&locale=en); and (iii) ChargePoint Connection: (found at: https://na.chargepoint.com/connection_tnc?instance=NA-US&locale=en-US®ion_code=NA-US&company_id=192871&company=WEX). (collectively, “**ChargePoint Terms**”) ChargePoint, as a third-party beneficiary with respect to the ChargePoint Terms, shall be entitled to enforce any of the ChargePoint Terms against Company with regards to any Designated Driver’s use of the ChargePoint Technology.

ISSUER RESPONSIBILITIES. Except for services provided directly by WEX to the Company, Issuer shall provide or contract for all such functions and services necessary to, create, operate and administer the Program including but not limited to, account set up and enrollment assistance for all Designated Drivers. Issuer shall grant user-level access to Company and Designated Drivers to the systems used to support the Program.

Issuer shall comply with applicable law and, as applicable, card network rules in connection with its obligations under the Agreement.

WEX RESPONSIBILITIES. In addition to the provision of certain services provided to Issuer to support its operation and administration of the Program, WEX shall provide certain services directly to Company as set forth below.

WEX shall confirm that the Designated Driver Authorization has been set up with the CPO so that WEX can receive Charging Session Data for that Designated Driver.

In order to calculate EV Charging Costs for a Charging Session, WEX must receive Charging Session Data from the CPO. Upon receipt of the Charging Session Data:

- if the “Utility Rate Option” is selected by Company, WEX calculates the recommended EV Charging Cost for a Designated Driver by reviewing the Charging Session Data and the applicable utility tariffs for the Residence at the time of each Charging Session, utilizing data collected by third parties. For the Utility Rate Option, WEX cannot guarantee the accuracy of the data collected by third parties when calculating the EV Charging Cost. WEX will provide utility rates gathered by such third parties upon request by the Company. To the extent that either WEX or Company identify any errors in the calculation, WEX shall update the calculation and notify Company and adjust any EV Charging Costs, as applicable.
- If the “Flat Rate Option” is selected by the Company, WEX will advise Company of the length of a Charging Session and Company will then designate a flat rate amount per kilowatt hour based on parameters provided by WEX in WEX Online to be used to calculate the EV Charging Costs for that Charging Session.
- To the extent that the Designated Driver indicates that any Charging Session is for personal use, WEX will reduce from the calculated amount.

The EV Charging Costs shall be displayed in WEX Online for Company to review and approve as set out above. Based on approvals provided by Company, WEX shall notify Company of the amount to be paid to Issuer.

WEX shall comply with applicable laws in connection with its obligations under the Enrollment.

FEES AND CHARGES. Company acknowledges that certain fees and charges are to be paid by Company and that other fees and charges are to be paid by Designated Drivers, and that the Designated Driver fees and charges will be set forth in the Cardholder Agreement statement that will be included in the Enrollment Materials. The current fees for: (i) Company are set forth above; and (ii) Designated Drivers are set forth in Table 1. Issuer reserves the right to change the Designated Drivers’ fees with appropriate prior written notice to Designated Drivers.

TERM. The term of Customer’s Enrollment will commence on the date of Customer’s signature below and will continue for a period of twelve (12) months (“**Initial Term**”) and shall automatically renew for annual terms (each a “**Renewal Term**”) thereafter until terminated in accordance with this section. Any party may terminate this Enrollment at any time after the Initial Term for any reason upon sixty (60) days’ prior written notice to the other party, subject to the payment of any damages as set forth below. Upon termination of this Enrollment, Company may cancel any agreement with a Designated Driver once all approved EV Charging Costs have been paid by Issuer to the Designated Driver. Either party may terminate this Enrollment upon thirty (30) days’ prior written notice to the other party, if such party breaches or violates any provision of this Enrollment and any such default, breach or violation, as described in such notice with specificity and in

reasonable detail, is not remedied in all material respects within the applicable thirty (30) day notice period. This Enrollment will terminate automatically upon termination of the Agreement. If this Enrollment is terminated for any reason prior to the end of the Initial Term or any Renewal Term other than due to a default or breach by WEX or Issuer, Company must pay liquidated damages in the amount of the monthly fee for each month remaining in the Initial Term or Renewal Term, as applicable.

SYSTEM AND TRANSACTION MONITORING. Issuer reserves the right to monitor Card activity, and to refuse to issue a Card, cancel a Card previously issued to a Designated Driver or temporarily suspend usage of a Card due to actual or suspected fraudulent use, illegal use, or unauthorized use, and to comply with applicable law, card network rules, and bank safety and soundness requirements. Except as prohibited by applicable law, Issuer shall disburse to the Designated Driver any funds remaining on a canceled Card.

COMPLIANCE WITH LAWS. Issuer complies with federal law which requires all financial institutions to obtain, verify, and record information that identifies each Company or Designated Driver who opens an account. Issuer may ask Company or Designated Driver for the name, address, date of birth, and other information that will allow Issuer to identify the Company and/or Designated Driver. Company shall reasonably cooperate with Issuer in providing such information. Issuer reserves the right to not open an account or suspend an existing account as required for compliance with these rules.

Each Designated Driver shall be required to enroll in the Program by submitting certain information to Issuer, and his or her participation shall be contingent on Issuer’s successful completion of its “know your customer” due diligence and other legal requirements. The terms and conditions governing the use of the Cards and the accounts associated with such Cards will be supplied by Issuer. Accounts shall be opened only for Designated Drivers that are residents of the United States and its territories.

As between the parties, Company is solely responsible for ensuring that its practices pertaining to the reimbursement of its employees comply with all federal, state, and local laws, including, without limitation, that use of the EFS MasterCard Card services for reimbursing employees is permissible in the jurisdictions in which Company operates. Company acknowledges and agrees that Issuer is not responsible and has not advised Company, regarding such compliance. Company hereby represents, warrants, and covenants to Issuer that (i) Company’s reimbursement practices will comply with all applicable law, (ii) each employee agreeing to receive reimbursements on the EFS Mastercard Card is doing so voluntarily, and such agreement was not made a condition of such employee’s employment, and (iii) that prior to the initial payment to a Designated Driver, Company has provided such Designated Driver with a copy of the Issuer’s EFS Mastercard Cardholder Agreement. Company will indemnify, defend, and hold harmless Issuer and Issuer’s officers, directors, employees, affiliates, and agents from any and all liability, losses, costs, fines, penalties or damages (including court costs and reasonable attorneys’ fees) in the event of any third party claim (including any claim or enforcement action brought by any governmental entity) arising out of or relating to any breach by Company of the provisions of this paragraph.

TAXES. Company is responsible for any local, state, federal or foreign tax, fee, assessment, surcharge and/or penalty imposed, assessed or levied against or with respect to the EV Charging Costs or the services provided by WEX or the Issuer pursuant to this Enrollment. This includes the funding, remittance, and determination of the amount due for EV Charging Costs. In the event that WEX or Issuer is required to pay any such tax, fee, assessment, surcharge and/or penalty on behalf of Company, WEX or Issuer shall report the payment to Company along with documentation of the payment, and Company shall promptly reimburse WEX or Issuer (as applicable) for the full amount. This reimbursement would be in addition to the fees described above. The calculation of EV Charging Costs does not take any consideration as to what is a reimbursable cost by an employer to an employee for tax purposes. Further, the parties agree that neither WEX nor Issuer provides any legal, tax or accounting advice to Company. WEX and Issuer are at all times responsible for all the taxes based upon each of their net income and their property ownership.

DATA COLLECTION AND USAGE. Issuer, WEX, CPO merchants, and other third parties will collect data in connection with the provision of the Home EV Charging Reimbursement Solution including but not limited to transactional data collected during Charging Sessions. This transactional data and all other data that is collected in connection with the Home EV Charging Reimbursement Solution shall be owned by the applicable CPO, WEX and/or other third parties. Any feedback provided by Company in connection with its use of the Home EV Charging Reimbursement Solution shall be owned by WEX, including any suggested improvements to the Home EV Charging Reimbursement Solution. Activation of a Designated Driver may require WEX to share certain Company and Designated Driver information with the applicable CPO, including contact information. Additionally, WEX or Issuer may ask for personally identifiable information from Designated Drivers to activate the services provided under this Enrollment and may share this information with the applicable CPO and other third parties in order for WEX or Issuer to provide and support services related to the access to and provision of the Home EV Charging Reimbursement Solution.

MISCELLANEOUS. This Enrollment will also be subject to and governed by the Agreement and any subsequent amendments, modifications, or replacements thereto. If there is any conflict between the provisions in this Enrollment and the provisions in the Agreement, the provisions in this Enrollment shall prevail but only with respect to the products and services provided in this Enrollment. Issuer may modify the terms and conditions of this Enrollment, including any applicable fees, pursuant to the terms of the Agreement. No course of dealing between the Parties will be construed as a waiver of any breach or right, and no waiver of any breach or right arising under this Enrollment will be effective unless consented to in writing in the form of an amendment signed by both Parties, nor shall it be construed as a waiver of any breach or right subsequently. This Enrollment may be executed electronically.

The undersigned hereby executes this Enrollment on behalf of Customer as an authorized representative of Customer. Customer acknowledges and agrees that Customer’s participation in this program is subject to the review and approval of Issuer. Upon such approval, which may be evidenced by WEX and/or Issuer’s commencement of services, the terms and conditions above, in addition to the relevant terms of the Agreement, shall govern the provision of services hereunder. IN WITNESS WHEREOF, Customer has executed this Enrollment as of the date set forth below.

Customer: _____

Authorized Signature: _____

Print Name: _____

Title: _____

Date: _____

TABLE 1

The following table shows cardholder-paid fees that will apply to all cardholder activity on the EFS MasterCard card accounts issued to Designated Drivers. Designated Drivers will be given notice of these fees via separate communication including through the Short Form Disclosure and Cardholder Agreement. References to “you” and “your” in the following table refer to the employee cardholder, and not to Company.

All fees	Amount	Details
Get started		
Activation enrollment fee	\$0	
Monthly usage		
Monthly fee	\$0	
Spend money		
Purchase (EFS merchant)	\$0	To find an EFS merchant, use the EFS PayControl mobile phone application or call 1-888-824-7378.
Purchase (PIN authentication)	\$0	Per purchase at a non-EFS merchant when you enter your PIN to complete a transaction.
Purchase (signature authentication)	\$0	Per purchase at a non-EFS merchant when you give your signature to complete a transaction.
Merchant purchase decline	\$0	Per attempted purchase transaction at a merchant terminal that is declined for insufficient funds.
Get cash		
Register an EFS check	\$4	Per check when you obtain an authorization code to register an EFS check, by calling 1-888-824-7378 or visiting www.efslc.com . Fee does not apply to first EFS check you register per pay period.
Cash an EFS check	\$0	Per check when you cash an EFS check. This is our fee. You may be charged a fee by the party that cashes your EFS check.
EFS check void	\$25	Per request to void an EFS check or if a balance remains on an uncashed check after 180 days from the date of registration.
EFS Network Cash	\$1.50	Receive cash at a participating EFS merchant. To find an EFS merchant, use the EFS PayControl mobile phone application or call 1-888-824-7378.
Teller-Assisted Cash Withdrawal	\$4	Withdraw funds at banks displaying the MasterCard Acceptance Mark. Fee does not apply to first teller-assisted cash withdrawal per pay period.
ATM withdrawal	\$2	This is our fee. You may also be charged a fee by the ATM operator, even if you do not complete a transaction.
Surcharge Free ATM Withdrawal	\$2	This is our fee. ATM withdrawals within the AllPoint ATM network are surcharge free from the ATM operator. Find AllPoint locations at www.allpointnetwork.com .
ATM withdrawal decline	\$1	Per attempted ATM withdrawal or Surcharge Fee ATM withdrawal that is declined for insufficient funds.
Information		
ATM balance inquiry	\$0	You may be charged a fee by the ATM operator, even if you do not complete a transaction.
Written account histories	\$3	Per each written account history requested. Fee does not apply to first written account history request per calendar month.
Using your Card outside the U.S.		
International transaction	2%	Of the U.S. dollar amount of each purchase transaction.
Other		
Inactivity	\$0	
Transfer funds from Card to your checking or savings account	\$0	To make a transfer from your Card to your checking or savings account, call 1-888-824-7378 or visit www.efslc.com .
Card replacement	\$5	Per request for a replacement Card.
Card replacement shipping	\$10 or \$25	Based on whether a replacement Card is sent via standard (7-10 day) shipping or overnight shipping.
Request a copy of an EFS check	\$5	Per request for a copy of an EFS check.
<p>Your funds are eligible for FDIC insurance. Your funds will be held at or transferred to WEX Bank, an FDIC-insured institution. Once there, your funds, in the aggregate with any other deposits you maintain at WEX Bank, are insured up to \$250,000 by the FDIC in the event WEX Bank fails, if specific deposit insurance requirements are met. See fdic.gov/deposit/deposits/prepaid.html for details.</p> <p>No overdraft/credit feature.</p> <p>Contact WEX Bank by calling 1-888-824-7378 or the number on the back of your Card, by mail at WEX Bank, c/o EFS Customer Service, 1104 Country Hills Drive, Suite 600, Ogden, UT 84403, or visit www.efslc.com.</p> <p>For general information about prepaid accounts, visit cfpb.gov/prepaid. If you have a complaint about a prepaid account, call the Consumer Financial Protection Bureau at 1-855-411-2372 or visit cfpb.gov/complaint.</p>		







Washington_NASPO_Fleet_Card_First_Amend ment-Final_for_sig_STAMPED_12_July_2024

Final Audit Report

2024-07-16

Created:	2024-07-16
By:	Janet Parker (janet.parker@wexinc.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAp16e6hWVehKBau_BYwuycJh_3C7DJgQA

"Washington_NASPO_Fleet_Card_First_Amendment-Final_for_s ig_STAMPED_12_July_2024" History

-  Document digitally presigned by DocuSign\, Inc. (enterprisesupport@docusign.com)
2024-07-15 - 12:32:07 PM GMT
-  Document created by Janet Parker (janet.parker@wexinc.com)
2024-07-16 - 8:07:27 PM GMT
-  Document emailed to Kim Kirkland (kim.kirkland@des.wa.gov) for signature
2024-07-16 - 8:08:27 PM GMT
-  Email viewed by Kim Kirkland (kim.kirkland@des.wa.gov)
2024-07-16 - 9:02:59 PM GMT
-  Document e-signed by Kim Kirkland (kim.kirkland@des.wa.gov)
Signature Date: 2024-07-16 - 9:04:44 PM GMT - Time Source: server
-  Agreement completed.
2024-07-16 - 9:04:44 PM GMT