

NASPO ValuePoint
PARTICIPATING ADDENDUM



FLEET CARD SERVICES

(DATE OF EXECUTION - DEC 31, 2025 with the option to extend an additional 24 months at the sole discretion of the Lead State)

Led by the State of **Washington**

Master Agreement # 00819
 Participating Addendum # NVP23-00819NH
 Montana State Contract # 00819

Contractor: **WEX BANK**

Participating Entity: **STATE OF MONTANA**

This Participating Addendum ("PA") is entered into by Contractor and Participating Entity ("Parties").

1. Scope and Participation:

1.1 Scope: This PA covers Fleet Card Services, under the NASPO Cooperative Purchasing Master Agreement (No. 00819), dated October 1, 2020 ("Master Agreement") led by State of Washington, for use by state agencies and other entities located in the Participating State of Montana ("State") authorized by that State's statutes to utilize State contracts with the prior approval of State's Chief Procurement Official.

1.2 Participation: The Master Agreement may be used by all State agencies, institutions of higher institution, political subdivisions and other entities authorized by State statute to use statewide contracts in the State and subject to the prior approval by State's Chief Procurement Official. Issues of interpretation and eligibility for participation in the State's program are solely within the authority of State's Chief Procurement Official.

1.3 Term: The term of this PA shall be effective as of May 1, 2023 ("Effective Date") through December 31, 2025, unless otherwise terminated in accordance with the termination provisions of this PA or the Master Agreement, or under applicable law. This PA may be extended in accordance with the terms and conditions of the Master Agreement.

1.4 Non-Exclusive Contract: This PA is non-exclusive and shall not in any way preclude State agencies or political subdivisions of the State from entering into similar agreements, contracts and/or arrangements with other vendors or from acquiring similar, equal or like goods and/or services from other entities or sources.

1.5 Primary Contacts: The primary contact individuals for this PA are as follows (or their named successors):

Contractor

Name:	Denise Baumgart
Address:	1 Hancock St. Portland, ME 04101
Telephone:	Office / Cell (913) 393-3208
Email:	denise.baumgart@wexinc.com

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Participating Entity

Name:	Nolan Harris
Address:	125 N. Roberts St. Room 165, Helena, MT 59620
Telephone:	(406) 444- 3313
Email:	coopppurchasing@mt.gov

2. Participating Entity Modifications and Additions To The Master Agreement

These modifications or additions apply only to actions and relationships within the Participating Entity.

Participating Entity must check one of the boxes below.

☒ This PA incorporates all terms and conditions of the Master Agreement as applied to the Participating Entity and Contractor, subject to the following limitations, modifications, or additions:

Any limitations, modifications, or additions specified herein apply only to the agreement relationship between Participating Entity and Contractor and shall not amend or affect the Master Agreement. No amendment or modification of the terms of the PA shall be valid unless made in writing and signed by the Parties. Any oral understanding or agreement is not incorporated in this PA.

AMENDMENTS: Contractor may execute amendments to the Master Agreement with the Lead State ("Master Amendments") from time to time. Any further Amendments to the Master Agreement after the Effective Date of this PA that have been approved by the Lead State will apply to this PA; provided, however, if State does not consent to a Master Amendment, it shall have the right to terminate this PA upon thirty (30) days prior written notice, or sooner if the Master Amendment is required due to a change in law.

ASSIGNMENT, TRANSFER AND SUBCONTRACTING: Contractor shall not assign, transfer or subcontract any portion of the PA without the express written consent of State, which consent shall not be unreasonably withheld, conditioned or delayed. (Section 18-4-141, MCA.)

Notwithstanding the foregoing, Contractor may use its affiliates and Third Parties to directly or indirectly meet its obligations under this Contract without the prior written consent of State, provided that Contractor remains responsible for meeting the obligations under this Contract. As used throughout this PA, "Subcontractor" (whether or not capitalized, and including variations thereof, including "Subcontracting") refers to an unaffiliated third party with whom Contractor enters a contract for the express purpose of providing products and services solely to State. "Third Party" means a third-party supplier or vendor of Contractor who provides products and services to Contractor benefiting a customer base broader than that of State. For

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the avoidance of doubt, merchants and other fuel suppliers are not Subcontractors or Third Parties.

CHOICE OF LAW AND VENUE:

- A) Choice of Law/Jurisdiction. This PA is governed by the laws of Montana, without regard for any choice-of-law rules that might direct the application of the laws of any other jurisdiction. (Section 18-1-401, MCA.)
- B) Venue. Any litigation concerning this bid, request for proposal, limited solicitation, or subsequent contract, must be brought in the First Judicial District in and for the County of Lewis and Clark, State of Montana.

COST AND ATTORNEY FEES: Each party shall pay its own costs and attorney fees, except as otherwise stated in this PA, including that the prevailing Party shall be entitled to have its reasonable attorney's fees paid by the non-prevailing Party in any litigation related to this PA.

COMPLIANCE WITH LAWS: In performing its duties in this PA, Contractor shall conduct its efforts under this PA with all applicable federal, state, and local laws, rules, regulations, ordinances, and executive orders including, but not limited to, the Montana Human Rights Act, the Equal Pay Act of 1963, the Civil Rights Act of 1964, the Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990, and Section 504 of the Rehabilitation Act of 1973. Contractor is the employer of its employees for the purpose of providing healthcare benefits to its employees and paying any applicable penalties, fees and taxes under the Patient Protection and Affordable Care Act [P.L. 111-148, 124 Stat. 119]. In accordance with Section 49-3-207, MCA, and Executive Order No. 04-2016, Contractor agrees that: (a) the hiring of persons to fulfill Contractor's duties in this PA will be made based on merit and qualifications; and (b) there will be no discrimination based on race, color, sex, pregnancy, childbirth or medical conditions related to pregnancy or childbirth, political or religious affiliation or ideas, culture, creed, social origin or condition, genetic information, sexual orientation, gender identity or expression, national origin, ancestry, age, disability, military service or veteran status, physical or mental disability, or marital status by the persons performing this PA. Any subcontracting by Contractor obligates subcontractors to the requirements of this section.

CONFORMANCE WITH CONTRACT: No alteration of the terms, conditions, delivery, price, quality, quantities, or specifications of the PA shall be granted without State Procurement Bureau's prior written consent. Product or services provided that do not conform to the contract terms, conditions, and specifications may be rejected at Contractor's expense.

DISABILITY ACCOMMODATIONS: State does not discriminate on the basis of disability in admission to, access to, or operations of its programs, services, or activities. Individuals who need aids, alternative document formats, or services for effective communications or other

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disability-related accommodations in the programs and services offered are invited to make their needs and preferences known to this office. Interested parties should provide as much advance notice as possible.

INCENTIVES: Notwithstanding any language to the contrary, including specifically Exhibit B to the Master Agreement (titled "Fleet Card Rebate/Incentive Share"), no State Participating Entities shall be entitled to payment of a Standard Volume Incentive, Early Payment Incentive or a National Annual Volume Incentive. Contractor will pay any Standard Volume Incentive, Early Pay Incentive, or National Volume Incentive earned by any State Participating Entity to State in lieu of an administrative fee, which payment shall reference State Contract #00819 and be addressed to:

State of Montana – Department of Administration
125 N Roberts; Room 176
Helena, MT 59620-0135
Attn: Director's Office of Finance and Budget

Payment of the Standard Volume Incentive shall be made pursuant to the schedule set forth in the Master Agreement for such payment.

REQUIRED USAGE REPORTING: Contractor shall submit reports to the Contracts Officer ("CO") assigned by State to manage this PA. Contractor shall provide CO with an electronic usage report (in Excel), which must list the following information at the minimum: each transaction during the relevant period, Contract Number 00819, Fleet Card user name, date, location, amount charged ("Electronic Usage Reporting"). These reports shall be provided to State pursuant to the schedule set forth in the Master Agreement for such reporting.

TERMINATION OF CONTRACT: Unless otherwise stated, State may, by written notice to Contractor, terminate this PA in whole or in part at any time without cause and without incurring liability to Contractor, except for any amounts charged but not yet paid on any fuel card accounts. At least 30 days before the effective date, State shall give Contractor notice of termination. State shall pay Contractor only that amount, or prorated portion thereof, owing to Contractor up to the date of State's termination, except for any amounts charged but not yet paid on any fuel card accounts, which amounts shall still be due and owing by State to Contractor. State shall not be liable to Contractor for any other payments or damages arising from such termination, including but not limited to general, special, or consequential damages such as lost profits or revenue. Contractor may, by written notice to State, terminate this PA in whole or in part at any time without cause and without incurring any liability or damages to State. Either State or Contractor may terminate this PA for the other Party's failure to materially perform any of the services, duties, terms, or conditions contained in the PA after giving Contractor written notice of the stated failure. The written notice must demand performance of the stated failure within a specified period of time of not less than 30 days. If the demanded

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performance is not complete within the specified period, the termination is effective at the end of the 30-day notice period.

PUBLIC INFORMATION: In accordance with the State of Montana Constitution, Article II, Section 9, the public has a right to examine documents of State and its subdivisions except to the extent of any legally permissible exemptions from disclosure.

REDUCTION OF FUNDING: State must terminate this PA if funds are not appropriated or otherwise made available to support State's or contracting agency's continuation of performance of this PA in a subsequent fiscal period. (Section 18-4-313(4), MCA) If state or federal government funds are not appropriated or otherwise made available through the state budgeting process to support continued performance of this PA (whether at an initial contract payment level or any contract increases to that initial level) in subsequent fiscal periods, State shall terminate this PA as required by law. State shall provide Contractor the date State's termination shall take effect. State shall not be liable to Contractor for any payment that would have been payable had the PA not been terminated under this provision, except for any then currently outstanding charges made. This is Contractor's sole remedy for any such termination. State shall not be liable to Contractor for any other payments or damages arising from termination under this section, including but not limited to general, special, or consequential damages such as lost profits or revenues, except for those relating to any then currently outstanding charges made. State must notify Contractor as soon as it learns that funds will not be appropriated.

SECRETARY OF STATE: Any business intending to transact or are transacting business in Montana must register and be in good standing with the Secretary of State and obtain a certificate of authority to demonstrate they are in good standing in Montana. (Sections 35-8-1001, 35-12-1302, and 35-14-1502, MCA.) To obtain registration materials, Contractor can call the Office of the Secretary of State at (406) 444-3665 or visit <http://sosmt.gov>. It is recommended for businesses domiciled in another state or country and conducting activity in Montana consult with an attorney and accountant to determine whether they are transacting business in Montana in accordance with Sections 35-14-1505, 35-8-1001, and 35-12-1309 MCA.

SEVERABILITY CLAUSE: A declaration by any court, or any other binding legal source, that any provision of the contract is illegal, and void shall not affect the legality and enforceability of any other provisions of the contract, unless the provisions are mutually dependent.

TAXES: State of Montana is exempt from Federal Excise Taxes except as otherwise provided in the federal Patient Protection and Affordable Care Act [P.L. 111-148, 124 Stat. 119]. Contractor shall pay all property and sales tax, if any, that it is legally required to pay.

U.S. FUNDS: All prices and payments must be in U.S. dollars.

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ENTIRE AGREEMENT: This PA and the Master Agreement, together with its exhibits, set forth the entire agreement between the Parties with respect to the subject matter and supersedes all previous communications, representations or agreements, whether oral or written. Terms and conditions inconsistent with, contrary to or in addition to the terms and conditions of this PA and the Master Agreement, together with its exhibits, shall not be added to by any subsequent Purchase Order or otherwise, and any such attempts to add or incorporate such terms and conditions by Purchase Order are hereby rejected. The terms and conditions of this PA and Master Agreement and its exhibits shall prevail and govern in the case of any such inconsistent or additional terms.

[Signature Page to Follow]

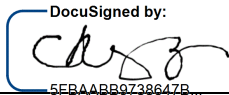
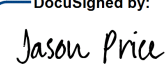
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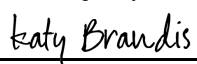


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IN WITNESS, WHEREOF, the parties have executed this Addendum as of the date of execution by both parties below.

Participating Entity: State of Montana	Contractor: WEX Bank
Signature:  DocuSigned by: 5EBAA8B9738647B...	Signature:  DocuSigned by: EE6EEC720DFF478...
Name: Cheryl Grey	Name: Jason Price
Title: SFSD Administrator	Title: President & CEO
Date: 7/4/2023	Date: 6/29/2023

Legal Counsel (for State):  DocuSigned by: 3C947270DF6E49A...	
Date: 6/30/2023	

For questions on executing a participating addendum, please contact:
 NASPO ValuePoint

Cooperative Contracting Coordinator:	
Telephone:	
Email:	info@naspovaluepoint.org

**[Please email fully executed PDF copy of this document to
PA@naspovaluepoint.org
 to support documentation of participation and posting in appropriate data bases.]**