

FLEET CARD SERVICES

(2021-2026 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 #: NASPO 00819

Contractor: **WEX Bank**

Participating Entity: **State Of Kansas**

Master Agreement Terms and Conditions:

1. Scope: This addendum covers the Master Agreement #NASPO 00819 led by the State of Washington for use by state agencies and other entities located in the Participating State authorized by that State's statutes to utilize State contracts with the prior approval of the State's Chief Procurement Official.
2. Participation: This NASPO ValuePoint Master Agreement may be used by all state agencies, institutions of higher institution, political subdivisions and other entities authorized to use statewide contracts in the State of Kansas. Issues of interpretation and eligibility for participation are solely within the authority of the State Chief Procurement Official.
3. Primary Contacts: The primary contact individuals for this Participating Addendum are as follows (or their named successors):

Contractor

Name:	Cory Herzog
Address:	111 E Sego Lily Dr. #250 Sandy, UT 84070
Telephone:	Office (952) 922-1104 Cell (612) 213-7699
Email:	cory.herzog@wexinc.com

Participating Entity

Name:	Kelly Johnson
Address:	900 SW Jackson Avenue, STE 451-S Topeka KS 66612
Telephone:	785-296-4168
Email:	Kelly.Johnson@ks.gov

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4. Participating Entity Modifications Or Additions To The Master Agreement

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

[x] The following changes are modifying or supplementing the Master Agreement terms and conditions.

- a) The laws of the State of Kansas shall govern this Participating Addendum.
- b) State of Kansas Contractual Provisions Attachment, DA-146a attached and incorporated into this Participating Addendum as Attachment A will have prior precedence over the Order of Precedence for the Master Agreement (00819).
- c) Travel expenses if applicable, shall be reimbursed under the same rates and conditions as noted in the "Employee Travel Expense Reimbursement Handbook" found at: <https://admin.ks.gov/offices/accounts-reports/state-employees/state-employees-travel-center> unless otherwise agreed upon with the Purchasing Entity.
- d) Leasing is outside the scope of the NASPO ValuePoint Agreement and this Participating Addendum.
- e) Business Procurement Card: Agencies may use a Business Procurement Card (Visa) in lieu of a state warrant to pay for its purchases. No additional charges will be allowed for using the card.
- f) Reports and Administrative Fees:
The Contractor shall submit calendar quarterly reports to the Division of Purchases for all acquisitions, less returned product ("actual, net invoice sales"), made from this Participating Addendum. This report should include as a minimum the agency name, quantity, description, and amount. The report will be provided electronically, and a check sent payable to the State of Kansas - Office of Procurement and Contracts for an amount equal to one percent (1.0%) of the total actual sales. The report is to be sent to: reports@ks.gov. The report and fee shall be submitted by these quarterly dates:
 - Quarter #1: July 1st through September 30th, due by November 30th
 - Quarter #2: October 1st through December 31st, due by February 28th
 - Quarter #3: January 1st through March 31st, due by May 31st
 - Quarter #4: April 1st through June 30th, due by August 31st



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- g) This contract is not an exclusive contract. The State of Kansas is not precluded from the purchase of goods and services from other sources.
- h) A State of Kansas, Tax Clearance Certificate is required to execute this contract.
- i) The contractor shall sign and submit a "Policy Regarding Sexual Harassment Acknowledgment form" per Executive Order 18-04. This form is required to execute this contract.
- j) The contractor shall sign and submit a "Boycott of Israel certification Form" per HB 2482, 2018 Legislature. This form is required to execute this contract.
- k) The contractor shall sign and submit a "Certificate of Procurement Form" pursuant to Public Law 115-2332, Section 889 of the John S. McCain National Defense Authorization Act of 2019. This form is required to execute this contract.
- l) The contractor acknowledges the assigned State of Kansas contract number is: 0000000000000000000058586.

5. Lease Agreements: *Reserved*.

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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 Kansas	Contractor: WEX Bank
Signature: 	Signature:  Signed by: Jason Price EE6EEC720DFF478... 
Name: Kelly Johnson	Name: Jason Price
Title: Chief Operating Officer	Title: President
Date: 10/01/2025 <i>KJ</i>	Date: 9/30/2025

[Additional signatures may be added if required by the Participating Entity]

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.]

Contractual Provisions Attachment A

DA-146a Rev. 07/19

1.1 Important

The parties agree that the following provisions are hereby incorporated into the contract to which it is attached and made a part thereof, said contract being the date of final signature or September 8, 2025, whichever occurs later.

1.2. Terms Herein Controlling Provisions

It is expressly agreed that the terms of each and every provision in this attachment shall prevail and control over the terms of any other conflicting provision in any other document relating to and a part of the contract in which this attachment is incorporated. Any terms that conflict or could be interpreted to conflict with this attachment are nullified.

1.3. Kansas Law and Venue

This contract shall be subject to, governed by, and construed according to the laws of the State of Kansas, and jurisdiction and venue of any suit in connection with this contract shall reside only in courts located in the State of Kansas.

1.4. Termination Due to Lack of Funding Appropriation

If, in the judgment of the Director of Accounts and Reports, Department of Administration, sufficient funds are not appropriated to continue the function performed in this agreement and for the payment of the charges hereunder, State may terminate this agreement at the end of its current fiscal year.

State agrees to give written notice of termination to contractor at least thirty (30) days prior to the end of its current fiscal year and shall give such notice for a greater period prior to the end of such fiscal year as may be provided in this contract, except that such notice shall not be required prior to ninety (90) days before the end of such fiscal year. Contractor shall have the right, at the end of such fiscal year, to take possession of any equipment provided State under the contract. State will pay to the contractor all regular contractual payments incurred through the end of such fiscal year, plus contractual charges incidental to the return of any such equipment. Upon termination of the agreement by State, title to any such equipment shall revert to contractor at the end of the State's current fiscal year. The termination of the contract pursuant to this paragraph shall not cause any penalty to be charged to the agency or the contractor.

1.5. Disclaimer of Liability

No provision of this contract will be given effect that attempts to require the State of Kansas or its agencies to defend, hold harmless, or indemnify any contractor or third party for any acts or omissions. The liability of the State of Kansas is defined under the Kansas Tort Claims Act (K.S.A. 75-6101, et seq.).

1.6. Anti-Discrimination Clause

The contractor agrees: (a) to comply with the Kansas Act Against Discrimination (K.S.A. 44 1001, et seq.) and the Kansas Age Discrimination in Employment Act (K.S.A. 44-1111, et seq.) and the applicable provisions of the Americans With Disabilities Act (42 U.S.C. 12101, et seq.) (ADA), and Kansas Executive Order No. 19-02, and to not discriminate against any person because of race, color, gender, sexual orientation, gender identity or expression, religion, national origin, ancestry, age, military or veteran status, disability status, marital or family status, genetic information, or political affiliation that is unrelated to the person's ability to reasonably perform the duties of a particular job or position; (b) to include in all solicitations or advertisements for employees, the phrase "equal opportunity employer"; (c) to comply with the reporting requirements set out at K.S.A. 44-1031 and K.S.A. 44-1116; (d) to include those provisions in every subcontract or purchase order so that they are binding upon such subcontractor or vendor; (e) that a failure to comply with the reporting requirements of (c) above or if the contractor is found guilty of any violation of such acts by the Kansas Human Rights Commission, such violation shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration; (f) Contractor agrees to comply with all applicable state and federal anti-discrimination laws and regulations; (g) Contractor agrees all hiring must be on the basis of individual merit and qualifications, and discrimination or harassment of persons for the reasons stated above is prohibited; and (h) if it is determined that the contractor has violated the provisions of any portion of this paragraph, such violation shall constitute a breach of contract and the contract may be canceled, terminated, or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration.

1.7. Acceptance of Contract

This contract shall not be considered accepted, approved or otherwise effective until the statutorily required approvals and certifications have been given.

Contractual Provisions Attachment A

DA-146a Rev. 07/19

1.8. Arbitration, Damages, Warranties

Notwithstanding any language to the contrary, no interpretation of this contract shall find that the State or its agencies have agreed to binding arbitration, or the payment of damages or penalties. Further, the State of Kansas and its agencies do not agree to pay attorney fees, costs, or late payment charges beyond those available under the Kansas Prompt Payment Act (K.S.A. 75-6403), and no provision will be given effect that attempts to exclude, modify, disclaim or otherwise attempt to limit any damages available to the State of Kansas or its agencies at law, including but not limited to, the implied warranties of merchantability and fitness for a particular purpose.

1.9. Representative's Authority to Contract

By signing this contract, the representative of the contractor thereby represents that such person is duly authorized by the contractor to execute this contract on behalf of the contractor and that the contractor agrees to be bound by the provisions thereof.

1.10. Responsibility for Taxes

The State of Kansas and its agencies shall not be responsible for, nor indemnify a contractor for, any federal, state, or local taxes which may be imposed or levied upon the subject matter of this contract.

1.11. Insurance

The State of Kansas and its agencies shall not be required to purchase any insurance against loss or damage to property or any other subject matter relating to this contract, nor shall this contract require them to establish a "self-insurance" fund to protect against any such loss or damage. Subject to the provisions of the Kansas Tort Claims Act (K.S.A. 75-6101, et seq.), the contractor shall bear the risk of any loss or damage to any property in which the contractor holds title.

1.12. Information

No provision of this contract shall be construed as limiting the Legislative Division of Post Audit from having access to information pursuant to K.S.A. 46-1101, et seq.

1.13. The Eleventh Amendment

"The Eleventh Amendment is an inherent and incumbent protection with the State of Kansas and need not be reserved, but prudence requires the State to reiterate that nothing related to this contract shall be deemed a waiver of the Eleventh Amendment."

1.14. Campaign Contributions / Lobbying

Funds provided through a grant award or contract shall not be given or received in exchange for the making of a campaign contribution. No part of the funds provided through this contract shall be used to influence or attempt to influence an officer or employee of any State of Kansas agency or a member of the Legislature regarding any pending legislation or the awarding, extension, continuation, renewal, amendment or modification of any government contract, grant, loan, or cooperative agreement.

Certificate Of Completion

Envelope Id: 57106982-82E0-4DC2-B709-54CECBDB6611

Status: Completed

Subject: Complete with Docusign: Kansas Partic Addendum - NASPO final Stamped 30 SEP 2025.pdf

PermissibleUse-appID:

PermissibleUse-conID:

BOE-appID:

BOE-boelD:

BOE-boRecType:

BOE-conID:

BOE-cpRecType:

PersonalGuarantor-appID:

PersonalGuarantor-conID:

DailyDirectDebit3-appID:

DailyDirectDebit3-feID:

MonthlyDirectDebit3-appID:

MonthlyDirectDebit3-feID:

MonthlyDirectDebit4-appID:

MonthlyDirectDebit4-feID:

WeeklyDirectDebit6-appID:

WeeklyDirectDebit6-feID:

DailyDirectDebit4-appID:

DailyDirectDebit4-feID:

Source Envelope:

Document Pages: 6

Signatures: 1

Envelope Originator:

Certificate Pages: 5

Initials: 0

Eleanor Duffus

AutoNav: Enabled

97 Darling Ave

Envelopeld Stamping: Disabled

South Portland, ME 04106

Time Zone: (UTC-05:00) Eastern Time (US & Canada)

eleanor.duffus@wexinc.com

IP Address: 134.231.145.33

Record Tracking

Status: Original

Holder: Eleanor Duffus

Location: DocuSign

9/30/2025 5:52:04 PM

eleanor.duffus@wexinc.com

Signer Events

Jason Price

bank.signatures@wexinc.com

President

Security Level: Email, Account Authentication
(None)

Signature

Signed by:


EE6EEC720DFF478...

Signature Adoption: Pre-selected Style

Using IP Address: 169.224.184.208

Timestamp

Sent: 9/30/2025 5:55:05 PM

Viewed: 9/30/2025 7:07:47 PM

Signed: 9/30/2025 7:07:53 PM

Electronic Record and Signature Disclosure:

Accepted: 10/6/2022 2:03:57 PM

ID: 33c3574d-9bb0-4076-9646-0cc803ff826c

In Person Signer Events

Signature

Timestamp

Editor Delivery Events

Status

Timestamp

Agent Delivery Events

Status

Timestamp

Intermediary Delivery Events

Status

Timestamp

Certified Delivery Events

Status

Timestamp

Carbon Copy Events	Status	Timestamp
Cory Herzog cory.herzog@wexinc.com Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 9/30/2025 5:55:05 PM Viewed: 10/1/2025 8:38:00 AM

Dena Nafus dena.nafus@wexinc.com Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Accepted: 10/7/2022 11:41:32 AM ID: 1d9db9f7-206b-4ee9-b739-4c4b4c38a2fc	COPIED	Sent: 9/30/2025 5:55:05 PM
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Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	9/30/2025 5:55:06 PM
Certified Delivered	Security Checked	9/30/2025 7:07:47 PM
Signing Complete	Security Checked	9/30/2025 7:07:53 PM
Completed	Security Checked	9/30/2025 7:07:53 PM

Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure
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If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

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Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact WEX - iCertis:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: claire.gallacher@wexinc.com

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To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at claire.gallacher@wexinc.com and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

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To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to claire.gallacher@wexinc.com and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with WEX - iCertis

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to claire.gallacher@wexinc.com and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

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The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

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To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

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- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify WEX - iCertis as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by WEX - iCertis during the course of your relationship with WEX - iCertis.