# EXHIBIT A

**SECONDARY PARTICIPATION AGREEMENT**

This Secondary Participation Agreement (“Participation Agreement”) to the [main agreement name] among Element Fleet Corporation (“Element” or “Gelco”) and [State of Washington Enterprise Services] effective [date] (the “Primary Agreement”), is made by and among Element and [*Insert name of Participant*] (“Participant”). All capitalized terms used herein but undefined shall have the meanings set forth in the Primary Agreement.

1. Participant represents and warrants that it is an authorized Purchaser as set forth in the Primary Agreement, that it has received and reviewed the Primary Agreement, and that it agrees to be bound by the terms and conditions of the Primary Agreement, except to the extent modified herein. For purposes of this Participation Agreement, wherever the term “Client” appears in the Primary Agreement, it shall be understood that it refers to Participant.
2. The terms and conditions of the Primary Agreement are hereby incorporated by reference, except and to the extent specifically modified by this Participation Agreement or any exhibit or schedules attached hereto.
3. In the event of a conflict between this Participation Agreement and the Primary Agreement, the terms and conditions of this Participation Agreement shall prevail with respect to the subject matter herein.
4. Notices: Any notices pertaining to Participant shall be directed to:

[insert]

1. Termination. It is understood that termination of this Participation Agreement by either party hereto shall not terminate the Primary Agreement.
2. Counterparts. This Participation Agreement may be executed in any number of counterparts, all of which, taken together, shall constitute one and the same instrument, and the parties hereto may execute this document by signing any such counterpart. Delivery of this executed document by telecopy or electronic signature delivery system (in either case in a form acceptable to Element) shall be effective as delivery of a manually executed signature page to this document. The parties hereby agree that the electronic copy of this document retained by Element shall be the original and the authorized copy of record and the electronic record on Element’s system of each schedule or exhibit shall be the original chattel paper and authorized copy of record.
3. Effective Date. This Participation Agreement is made effective as of the date executed by the last Party to sign.

# PARTICIPANT NAME ELEMENT FLEET CORPORATION

Signature: Signature:

Name: Name:

Title: Title:

Date: Date:

12.30.2022 MF/MH

**INITALS SFOP DATE**