

Municipality Addendum

ADDENDUM TO PAYRIX SUB-MERCHANT AGREEMENT

This Addendum ("Addendum") is entered into as of the same date as the underlying contract attached hereto, by and between Hall County, a political subdivision in Georgia, (the "Merchant" and the "State Law of Merchant"), and Payrix Solutions, LLC (the "Contractor"). This Addendum is executed in accordance with the applicable State Law of Merchant to address certain provisions that are void or unenforceable as a matter of law, and it supplements the terms of the contract being entered into contemporaneously by the parties (the "Contract").

WITNESSETH:

WHEREAS, The State Law of Merchant prohibits certain terms and conditions in contracts entered into by a governmental entity or its agencies; and

WHEREAS, the Merchant also seeks to clarify its position on certain specific contracting terms as required under the State Law of Merchant; and

WHEREAS, the parties are required to comply with the mandatory provisions of the State Law of Merchant law to ensure the enforceability of the remaining provisions of the Contract;

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties agree as follows:

1. Superseding Effect of The State Law of Merchant Law

Notwithstanding any provision in the Contract to the contrary, the parties acknowledge and agree that the Contract is subject to the State Law of Merchant, including but not limited to its Local Government Code and other applicable statutes. Any term or condition of the Contract that conflicts with such law is void ab initio and shall have no effect, and the Contract shall be enforced as if such term or condition had never been included.

2. Prohibited Provisions

The following terms and conditions, to the extent they appear in the Contract, shall be deemed void and unenforceable:

- a. Indemnification or Hold Harmless: Any provision requiring the Merchant to indemnify or hold harmless another person or entity except to the extent permitted by the State Law of Merchant. Such provisions are hereby reformed to require the Merchant to be responsible only for its own actions and obligations as allowed by the State Law of Merchant.
- b. Binding Arbitration: Any provision requiring the Merchant to submit to binding arbitration or other binding extrajudicial dispute resolution processes.
- c. Venue Selection: Any provision requiring disputes to be resolved outside a court of proper jurisdiction located in the Merchant's state.
- d. Liability Limitation: Any provision that requires the Merchant to agree to limit liability for any direct loss to the Merchant for bodily injury, death, or damage to property of the Merchant caused by the negligence, intentional or willful misconduct, fraudulent act, recklessness, or other tortious conduct of a person or a person's employees or agents, or a provision that otherwise imposes an indemnification obligation on the Merchant, except as permitted by the State Law of Merchant.
- e. Unilateral or Unknown Terms: Any provision that requires the Merchant to be bound by a term or condition that is unknown to the Merchant at the time of signing a contract, that is not specifically negotiated with the Merchant, that may be unilaterally changed by the other party, or that is electronically accepted by a Merchant employee, except that Contractor may add and change pricing to the Merchant upon notice to the Merchant which will be accepted by the Merchant except where the Merchant elects to terminate the Agreement as a result of such changed pricing.
- f. Legal Representation: Any provision that provides for a person other than the Merchant criminal district attorney, or an attorney employed or designated by the Merchant pursuant to the State Law of Merchant, to serve as legal counsel for the Merchant.
- g. Public Records Compliance: Any provision that conflicts with the Merchant's obligations under the State

Law of Merchant Public Information Act.

3. Governing Law

The Contract, as modified by this Addendum, shall be governed by and construed in accordance with the State Law of Merchant, regardless of any contrary provisions in the Contract.

4. Severability

If any provision of the Contract, as modified by this Addendum, is found to be unenforceable under the State Law of Merchant, such provision shall be severed, and the remainder of the Contract shall continue in full force and effect.

5. No Waiver

The inclusion of this Addendum does not constitute a waiver of any rights or remedies available to the Merchant under applicable law, including but not limited to those provided by the State Law of Merchant Local Government Code and other relevant statutes.

6. Mandatory Retention Schedule for Records

If any provision of the contract requires the immediate return or destruction of documents involved in the contract, said provision is hereby modified to condition compliance only to the extent possible subject to established records retention policy or policies of the Merchant and in accordance with the State Law of Merchant.

7. Force Majeure

Any provision which excuses performance of a party or parties subject to a force majeure event, while still requiring the Merchant to continue in its payment obligations, is hereby modified such that, during any period in which the performance of a non-Merchant party is excused for a force majeure event, the corresponding obligation of the Merchant to pay for those goods and/or services is likewise excused during that same period of time.

8. Entire Contract

This Addendum, together with the Contract and any other executed amendments or addenda, constitutes the entire understanding between the parties concerning the subject matter addressed herein. In the event of any conflict between this Addendum and the Contract, the terms of this Addendum shall control.

IN WITNESS WHEREOF, the parties have caused this Addendum to be signed by their duly authorized representatives this 21st day of August, 2026.

MERCHANT: Hall County, Georgia

BY: _____

Name: Taylor Samples

Its: Director of Financial Services

PAYRIX SOLUTIONS, LLC

BY: _____

Name: William Ferris

Its: _____