

Amendment to Merchant Processing Agreement

1 Your Business Information

Merchant Identification #(s): _____

Your Legal Name: _____

First/Last Contact Name: _____

Title: _____

Business Phone: _____

2 What this Amendment Does

2.1 This Amendment amends the Program Terms and Conditions (the **Program Guide**) to your merchant processing agreement by:

(1) Adding the following *Section 29.8* to the end of *Section 29* (Confidentiality):

29.8 We acknowledge that you may be subject to public records laws for the State in which you are located and any non-exempt public records, which may include our confidential information, are subject to inspection and copying upon request by the public. Nothing in this Agreement shall require the City to delay or withhold disclosure of public records where disclosure is required under the Michigan Freedom of Information Act or other applicable law. The City will provide Fiserv reasonable notice, to the extent practicable and legally permissible, of any request seeking information originating from Fiserv and designated by Fiserv as confidential, but the City retains final responsibility for responding to public records requests and other public disclosure obligations in compliance with applicable law.

(2) Deleting the phrase "agree to indemnify and hold us and the Card Organizations harmless from and against" from *Section 35.1* and replacing it with the phrase "are fully responsible for";

(3) Deleting the phrase "arising out of any third party indemnifications we are obligated to make" from *Section 35.1(d)* and replacing it with the phrase "arising out of any third party reimbursements we are obligated to make";

(4) Deleting *Sections 47.1* and *47.2* and replacing those Sections with the following:

47.1 Choice of Law. This Agreement shall be governed by and construed in accordance with the laws of the State in which you are located (without regards to its choice of law provisions).

47.2 Venue. The exclusive venue for any actions or claims arising under or related to this Agreement shall be in the appropriate state or federal court located in the State in which you are located.

(5) Deleting *Section 47.3*.

2.2 Nothing in this Amendment or the Program Guide will abrogate the defense of sovereign or governmental immunity if otherwise available to you.

3 Effective Date

This Amendment becomes effective as of the effective date of your Merchant Processing Agreement.

4 Amendment Approval

By signing below, you acknowledge that:

- You have read and understand this Amendment;
- You agree to comply with this Amendment; and
- You understand that if you sign this Amendment using an electronic signature process, the resulting signature has the same legal effect as if you had signed it by hand.

The individual signing below represents that s/he is authorized to sign this Amendment on behalf of the entity identified in *Section 1*.

**City of Ann Arbor, Michigan
Merchant**

By:

Signature

Name:

Print or Type

Title:

Date:

CardConnect, LLC

By:

Signature

Name:

Print or Type

Title:
