

PARTICIPATION AGREEMENT FOR MERCHANT PROCESSING SERVICES

This Participation Agreement for the Master Merchant Agreement and Merchant Program Guide between the Georgia Office of the State Treasurer and Truist Bank effective December 3, 2025 (the Master Merchant Agreement and Merchant Program Guide between the Office of the Georgia State Treasurer and Bank dated July 24, 2024 shall be referred to as the “Master Agreement” and this participation agreement shall be referred to as the “Participation Agreement”) is entered into between Fulton County GA (“Merchant”), and Truist Bank (“Bank”), successor in interest to Branch Banking & Trust, as of (“Participation Effective Date”). Georgia Office of the State Treasurer and Bank are collectively referred to as “Servicers”.

WHEREAS, the Servicers entered into the Master Agreement for the Services contained therein; and

WHEREAS, the terms of the Master Agreement and any subsequent revisions, provide the terms for the Services to certain Authorized State of Georgia government agencies, departments, commissions, boards, bureaus, authorities, institutions and local government entities and non-state entities, including colleges and universities under the auspices of the Board of Regents, government authorities, local governments, qualifying non-profits, and, when authorized as an exception (“Authorized Entity”); and

WHEREAS, the Merchant desires to use the Services in the Master Agreement under the terms of the same;

NOW THEREFORE, the parties to this Participation Agreement hereby agree as follows:

1. Merchant is an Authorized Entity, as defined above, and has received the approval of the Georgia Office of the State Treasurer to participate under the Master Agreement. Merchant represents and warrants that it has been vested with the necessary power and authority to enter into this Participation Agreement with Bank on the Participation Effective Date, for the terms as contained in Section 5.1 of the Truist Merchant Agreement (Identified in the Master Agreement as Exhibit 4).
2. Bank may provide Services to the Merchant pursuant to the terms and conditions of the Master Agreement which are incorporated herein by reference and in accordance with the Bank’s underwriting and onboarding criteria.
3. Merchant acknowledges receipt of a copy of the Master Agreement and all of its addenda, attached hereto as “Attachment A” and Merchant agrees to be bound by the terms and conditions of each therein.
4. Merchant agrees that by executing this Participation Agreement it shall be responsible for all Merchant obligations set forth in the Master Agreement and Addenda to the Master Agreement, including payment of all fees and assumption of all financial obligations related to the Services.
5. Upon termination of the Master Agreement, Merchant must negotiate a separate contract with Bank in order to continue to receive Services and it is the obligation of the Merchant for all obligations of continued provisions of Services or any merchant related services.

6. Any Merchant receiving Services from Bank prior to the Participation Effective Date may assume the accounts and credentials utilized by Merchant and Bank prior to the Participation Effective Date.
7. All notices and other communications to Merchant required or permitted under the Master Agreement and any Addenda shall be sent to Merchant at the following email address in accordance with the notice procedures specified in the Merchant Agreement:
Accounts.Receivable@fultoncountyga.gov
8. This Agreement shall be effective December 3, 2025. The initial term shall terminate on December 31, 2025, and shall automatically renew for annual terms beginning January 1 and ending December 31 each year through December 31, 2028, and then from January 1 through July 23, 2029, provided the Master Agreement remains in effect for each term, or unless otherwise terminated by the Parties.

IN WITNESS WHEREOF, the parties hereto have executed this Participation Agreement as the date set forth above.

FULTON COUNTY, GEORGIA

TRUIST BANK

Robert L. Pitts, Chairman
Fulton County Board of Commissioners

By: _____

Name: _____

Title: _____

ATTEST:

Tonya R. Grier
Clerk to the Commission

APPROVED AS TO FORM

Office of the Fulton County Attorney