



Signing Rep: Morgan Withee

Sales Office Phone: 901-601-0032

Sales Rep ID: PCSA-3915-002

MERCHANT PROCESSING APPLICATION AND AGREEMENT

(Page 1 of 3)

COMPLETE SECTIONS (1-9)

Merchant #:

PCS2508	(1) TELL US ABOUT YOUR BUSINESS				PCS2508
If Merchant is a sole proprietorship, then the "Client's Corporate/Legal Name" should include individual's full name including first, last, and middle initial.					
Client's Business Name (Doing Business As): Thomas Street Liquors			Client's Corporate/Legal Name (Use Also for Headquarter's Information): Thomas Liquors LLC		
Business Address: 956 Thomas St			Billing Address (If Different Than Location Address): 1952 E Shelby Dr		
City: Memphis	State: TN	Zip: 38107	City: Memphis	State: TN	Zip: 38116
Location Phone #: 901-527-2455	Location Fax #:		Customer Service Number: 901-527-2455	Contact Name: Rishi Chopra	
Business E-mail Address: rishi52083@hotmail.com			Contact Phone #: 901-289-9769		Fax #:
Business Website Address:			Contact E-Mail Address: rishi52083@hotmail.com		
Send Retrieval Requests / Fax Type to: ☐ Business Address ☐ Fax #:			*SIC/MCC: 5921		
Statement Type: (check one) ☒ Detail ☐ Summary Statement Delivery Method: (check one) ☒ E-Mail <u>rishi52083@hotmail.com</u> ☐ Online ☐ Print and Mail					
Billing to be processed ☒ Monthly ☐ Daily					

If your business is classified as High Risk and assigned (or is later assigned based upon your business activity) any of the following Merchant Category Codes (MCC): 5966, 5967, and 7841, the registration is required with Visa and/or Mastercard within 30 days from when your account becomes active. An Annual Registration Fee of \$500 may apply for Visa and/or Mastercard (total registration fees could be \$1,000). Failure to register could result in fines in excess of \$10,000 for violating Visa and/or Mastercard regulations*.
 *Registration for MCC 7841 is only required for non-face-to-face adult content. *Information herein, including applicable MCCs, is subject to change

(2) MC / VISA / DISCOVER® NETWORK FULL SERVICE / AMERICAN EXPRESS OPTBLUE®

Total Monthly Card Sales Volume: \$ 60000.00	Estimated Average Ticket / Sales Amount: \$ 20.00	Estimated High Ticket Amount: \$ 200.00
Monthly Mastercard/Visa Volume: \$ 47200.000	Monthly Discover/PayPal Volume: \$ 11800.000	
Monthly AMEX OptBlue Volume: \$ 1000.00	AMEX OptBlue Estimated Average Ticket / Sales Amount: \$ 20.00	

(3) ENTITLEMENTS

☐ MC/Visa/Discover Full Processing/Amex Opt Blue (Discover Network systems and rules will process and govern JCB Transactions. Select Discover Full Processing if JCB is requested.)	
☐ Amex - Existing Direct SE# _____	☐ American Express Cap # _____ Franchise Name: _____
☐ Discover - Existing Retained SE # _____	☐ Non-Lic. JCB (EDC) - Existing Account # _____
☐ PIN Debit	☐ EBT FNS # (XREF): _____ ☐ EBT Cash
☐ WEX Full Acquiring ☐ WEX Non-Full Svc ☐ WEX Crossroads ☐ Voyager ☐ Tax exempt Voyager ☐ MC Fleet ☐ Fuelman ID _____	

(4) PROVIDE MORE BUSINESS DATA

State Incorp. <u>TN</u> Month/Year Started: <u>09/28/2023</u> ☐ Sole Ownership ☐ Partnership ☐ Non Profit/Tax Exempt ☐ Public Corp. ☐ Private Corp. ☒ L.L.C. ☐ Gov't.		
Check one: TIN TYPE: ☐ EIN (Fed Tax ID #) <u>93-3646747</u> ☐ SSN _____ ☐ D&B # _____		
NOTE: Failure to provide accurate information may result in a withholding of merchant funding per IRS regulations. (See Part IV, Section A.4 of your Program Guide for further information.)		
Name (as it appears on your income tax return) Thomas Liquors LLC	Federal Tax ID#: (as it appears on your SS4 form) 93-3646747	☐ I certify that I am a foreign entity/nonresident alien. (If checked, please attach IRS Form W-8.)

Mag Swipe 98 % + Keyed Manually* 2 % = 100% *If 50% or more is manually keyed please provide the MOTO Addendum
 Product/Services You Sell: Alcohol, Wine and Liquor Stores

Card Present (MAG Swipe and/or Manual Imprint) <u>98</u> % + Mail Order/Direct Marketing _____ % + Phone Order _____ % + Internet _____ % = 100%
Does your business offer products and/or services to customers through a mobile application? ☐ Yes ☒ No If so, list name of mobile application: _____
Do you use any third party to store, process or transmit cardholder data? ☐ Yes ☒ No (Examples include, but not limited to web hosting companies, Electronic Data Capture, Loyalty programs)
If yes, give name/address: _____
Return Policy: ☐ Full Refund ☐ Exchange Only ☒ None
Will transactions be in currencies other than the U.S. Dollar (USD)? ☐ Yes ☒ No
Previous Processor: _____ Your Previous Merchant #: _____
Check Reason for Changing: ☐ Rate ☐ Service ☐ Terminated ☐ Other: _____

(5) DESCRIBE EQUIPMENT DETAILS

Network: ☐ CARDnet® ☒ Nashville ☐ Bypass ☐ Other: _____	Specify Security Code: (_____)			
QTY	IP	Equipment Type	Model Code and Name	Reprogram/New Deployment
	☐	Clover	Station	
	☐			
	☐			

Deployment Instructions: ☐ To Location ☐ Other Address: _____
Profile Type: ☐ Retail ☐ Petroleum ☐ Lodging ☐ Restaurant
Instructions: ☐ Clerk / Server Entry ☐ Retail With Tip ☒ Auto Settle Time <u>1:00 AM</u> ☐ Debit Cash Back _____
VAR/Internet/Software: Name: _____ (Nashville Only: Product ID # _____ Vendor ID # _____)

PLEASE SEND COMPLETED INFORMATION TO:
 2243 Park Place, Suite C,
 Memphis, TN 38102

PCS2508

Petroleum Card Services is a registered Independent Sales Organization of Wells Fargo Bank, N.A., Concord CA

Client Initials

DS
 RC

DBA Name:

Merchant #:

PCS2508	(6) PROVIDE YOUR OWNER INFORMATION						PCS2508
Provide the following information for each individual who owns, directly or indirectly, 25% or more of the equity interest of your business, or who otherwise has significant responsibility to control, manage, or direct your business.							
Owner/Partner/Officer Name:		D.O.B:	Social Security #:		Home Phone:	Title:	% of Ownership:
Rishi Chopra		05/20/1983	412-59-2198		901-289-9769	President	51
Home Address:		City:	State:	Zip:	Owner's E-Mail Address: (Required for Click to Agree)		
423 Pine Grove Dr		Collierville	TN	38017	rishi52083@hotmail.com		
Owner/Partner/Officer Name:		D.O.B:	Social Security #:		Home Phone:	Title:	% of Ownership:
Home Address:		City:	State:	Zip:	Owner's E-Mail Address: (Required for Click to Agree)		
Owner/Partner/Officer Name:		D.O.B:	Social Security #:		Home Phone:	Title:	% of Ownership:
Home Address:		City:	State:	Zip:	Owner's E-Mail Address: (Required for Click to Agree)		
Owner/Partner/Officer Name:		D.O.B:	Social Security #:		Home Phone:	Title:	% of Ownership:
Home Address:		City:	State:	Zip:	Owner's E-Mail Address: (Required for Click to Agree)		
Controlling Position:		D.O.B:	Social Security #:		Home Phone:	Title:	% of Ownership:
Rishi Chopra		05/20/1983	412-59-2198		901-289-9769	President	51
Home Address:		City:	State:	Zip:	Owner's E-Mail Address: (Required for Click to Agree)		
423 Pine Grove Dr		Collierville	TN	38017	rishi52083@hotmail.com		

(7) IC PLUS / TIER / FLAT RATE PRICING SCHEDULE						
Start-Up Fees (One-Time Charge)			Authorization and AVS Fees		Other Fees	
Non-Taxable Fees:			MC / Visa Auth Fee		Early Termination Fee** \$ _____	
Application Fee (Non-Refundable) (32I) \$ _____			(030, 031, 032, 033, 034, 03R, 03V, 03W, 03X, 03Y) (040, 041, 042, 043, 044, 04R, 04V, 04W, 04X, 04Y) \$ _____		Annual Membership Fee (294) \$ _____	
Account Validation Fee (182) \$ _____ (One-time fee charged at time of boarding)			Discover Auth Fee		Chargeback Fee (ZZ9) \$ _____	
Reprogramming Fee (31A) \$ _____			(070, 071, 072, 073, 074, 07I, 07V, 07W, 07X, 07Y) \$ _____		Retrieval Fee (285) \$ _____	
Debit Set-up Fee (31B) \$ _____			Amex Auth Fee		Batch Settlement Fee (227) \$ _____	
			(060, 061, 062, 063, 064, 06I, 06V, 06W, 06X, 06Y) \$ _____		EBT Purchase/Return/Decline (029,02Y,02X) \$ _____	
Billed Monthly Fees			MC/Visa/Discover/Amex Voice AVS		Visa/MC/Disc Access Fee (241, 197, 526) \$ _____	
Monthly Service Fee (335) \$ _____			(039, 049, 069, 079, 03A, 04A, 06A, 07A) \$ _____		Visa Ntwk Acq Proc Fee US Cr (04H) \$ _____	
Minimum Processing Fee (953) \$ _____			MC/Visa/Discover/Amex Voice Auth Fee/VRU		Visa Ntwk Acq Proc Fee US DB/PP (04J) \$ _____	
Monthly ClientLine® Fee (32R) \$ _____			(035, 036, 037, 045, 046, 047, 065, 066, 067, 075, 076, 077) \$ _____		NABU Fee (60M, 0B4) \$ _____	
eIDS Monthly Fee (29E) \$ _____			AVS Fee		ACH Reject Fee (401) \$ _____	
Regulatory Product Fee (35I) \$ _____			(405, 406, 407, 408, 435, 07B, 07C 03B, 03C, 04B, 04C, 06B, 06C) \$ _____		Non Return of Equipment Fee \$ _____	
Monthly Statement Fee (323) \$ 8.00			Fleet Card Fees			
TIN/TFN Blank or Invalid Fee (181) \$ _____ (as applicable)			Authorization Fees			
Merchant Supply Advantage (413) \$ _____			Voyager (0D0, 0D1, 0DV) \$ _____			
Network Access Fee - Debit (420) \$ _____			WEX (0D4) \$ _____			
Monthly Advantage Fee (158) _____%			Fuelman (0B3) \$ _____			
ESP Monthly (Y66) \$ 8.00			Other Payment Fees			
ESP Non-Compliance Fee (Y65) \$ 59.95			Sales Discount Fee (766) _____%			
Misc. Fee: _____ () \$ _____			Wright Express			
			Sales Discount Fee (840, 841, 842, 843) _____%			
			Datawire Micronode			
			Monthly Fee (each) (354) \$ _____			
			*Visa/MC CCIS Enrollment [x] (63V, 63M) 75 %			
			Premium Equipment SVC (32U) \$ _____			

In addition, the card brands (Visa, Mastercard, American Express, Discover, etc.) may charge various additional fees under certain circumstances, which are referred to as "pass through fees" because, if charged, are passed through by us to the Merchant. Pass-through fees may include, by way of example only, verification fees, authorization fees, international transaction fees, return fees, data usage fees, and PIN Debit Annual Fees, among others.

* Commercial Card Interchange Service ("CCIS"). See Program Guide for details regarding Commercial Card Interchange Service. When the sales tax is computed on your behalf under CCIS, you will retain 25% of the interchange savings.

** Early Termination Fee. See Part IV, Section A.3 of the Program Guide.

☒ **Pass Through Interchange - Includes Dues and Assessments.** You will be charged the applicable interchange rate from Mastercard, Visa, or Discover plus a Mastercard Assessment Fee (273) of .13% a Visa Assessment Fee (274) of .13%, Visa Assessment Fee CR (27L) of .14% or a Discover Assessment Fee (234) of .14%, or a PayPal Assessment Fee (45H) of .10%, plus any other fees indicated on this Service Fee Schedule. (Mastercard Assessment Fee (237) when transaction is equal to \$1,000 or more will be assessed an additional .01% per transaction). American Express Network Fee (286) of .165%. American Express has Program Pricing and not Interchange and are subject to change.

Sales Credit & Non-PIN Debit Transaction Fee	Discount (Based on Gross Sales Vol.)	Discount (Based on Gross Sales Vol.)	Discount (Based on Gross Sales Vol.)	Discount (Based on Gross Sales Vol.)
\$ 0.100 (001, 002, 005, 006, 015, 016, 130, 131, 134, 135, 787, 788) American Express	MC Qual Credit (800) 0.150 %	Visa Qual Credit (804) 0.150 %	Discover Qual Credit (170) 0.150 %	American Express Qual Credit (164) 0.300 %
Sales Credit Transaction Fee \$ 0.100 (013, 014)	MC Qual Non PIN Debit (850) 0.150 %	Visa Qual Non PIN Debit (854) 0.150 %	Discover Qual Non PIN Debit (964) 0.150 %	American Express Program Cost (3AL) 0.350 %
Unbundled PIN Debit - Txn Fee (018) \$ _____	Unbundled PIN Debit Discount Fee (Key 190) _____% (plus the applicable network fees)			PIN Debit Decline Transaction Fee (42R) \$ _____

DBA Name: Thomas Street Liquors Merchant #:

PC52508		(7) IC PLUS / TIER / FLAT RATE PRICING SCHEDULE (cont'd)				PC52508	
		Discount Fee	Transaction Fee			Discount Fee	Transaction Fee
MC Qualified Credit	(800)	%	(001, 002) \$	Visa Non-Qualified Non-PIN Debit	(864)	%	(154, 155) \$
MC Mid-Qualified Credit	(810)	%	(611, 612) \$	Discover Qualified Credit	(170)	%	(015, 016) \$
MC Non-Qualified Credit	(820)	%	(621, 622) \$	Discover Mid-Qualified Credit	(990)	%	(717, 718) \$
MC Qualified Non-PIN Debit	(850)	%	(130, 131) \$	Discover Non-Qualified Credit	(994)	%	(721, 722) \$
MC Mid-Qual Non-PIN Debit	(870)	%	(140, 141) \$	Discover Qualified Non-PIN Debit	(964)	%	(787, 788) \$
MC Non-Qual Non-PIN Debit	(880)	%	(150, 151) \$	Discover Mid-Qualified Non-PIN Debit	(968)	%	(791, 792) \$
Visa Qualified Credit	(804)	%	(005, 006) \$	Discover Non-Qualified Non-PIN Debit	(978)	%	(795, 796) \$
Visa Mid-Qualified Credit	(814)	%	(615, 616) \$	American Express Qualified Credit	(164)	%	(013, 014) \$
Visa Non-Qualified Credit	(824)	%	(625, 626) \$	American Express Mid-Qualified Credit	(81C)	%	(62T, 62U) \$
Visa Qual Non-PIN Debit	(854)	%	(134, 135) \$	American Express Non-Qualified Credit	(82A)	%	(65S, 65T) \$
Visa Mid-Qual Non-PIN Debit	(874)	%	(144, 145) \$	American Express Program Cost	(3AL)	%	

Flat Rate		Discount Fee	Transaction Fee			Discount Fee	Transaction Fee
MC Qual Credit	(800)	%	(001, 002) \$	Discover Qual Credit	(170)	%	(015, 016) \$
MC Qual Non-PIN Debit	(850)	%	(130, 131) \$	Discover Qual Non-PIN Debit	(964)	%	(787, 788) \$
Visa Qual Credit	(804)	%	(005, 006) \$	American Express Qual Credit	(164)	%	(013, 014) \$
Visa Qual Non-PIN Debit	(854)	%	(134, 135) \$	American Express Program Cost	(3AL)	%	

☒ Dues & Assessments (273, 274, 234, 237, 286, 27L) ☐ Bundled PIN Debit (190) % (191) \$ ☐ Billback Non-Qualified Surcharge Fee (excluding interchange pass-through fees, see Section 19.1) Applies to Non-qualified MC, Visa & Discover Credit and/or Non-PIN Debit Transactions. (30D) %

Discount Fees (Based On Gross Sales Volume)

Accept all Mastercard, Visa, Discover - PayPal, and American Express OptBlue® Transactions (presumed, unless any selections below are checked)

Mastercard Acceptance ☐ Accept MC Credit transactions only ☐ Accept MC Non-PIN Debit transactions only	Visa Acceptance ☐ Accept Visa Credit transactions only ☐ Accept Visa Non-PIN Debit transactions only	Discover Acceptance ☐ Accept Discover Credit transactions only ☐ Accept Discover Non-PIN Debit transactions only ☐ Discover Network - PayPal ☐ Discover Network PayPal Credit transactions	American Express OptBlue® Acceptance ☐ Accept American Express Credit transactions only
---	---	---	--

You are responsible for distinguishing Credit from Non-PIN Debit Cards. Even if you have agreed to limit your acceptance of certain cards as outlined above, you must continue to accept all foreign issued cards, whether Credit or Non-PIN Debit. If you agree to limit your acceptance to a particular type of card and, whether intentionally or in error, accept another type of transaction, the resulting transaction will downgrade to the highest cost interchange plus the applicable Non-Qualified Surcharge (See Section 18.1 of the Program Guide).

BANKING INFORMATION	
Bank Name: REGIONS BANK	Phone Number:
Routing Number: 064000017	DDA: 0343948308
2nd Bank Account Information:	
Bank Name:	Phone Number:
Routing Number:	DDA:

(8) AGREEMENT APPROVAL

The statements made in this Merchant Processing Application and Agreement are true. Client acknowledges having received and read a copy of the Program Guide (which includes terms and conditions for each of the services, the Your Payments Acceptance Guide, Third Party Agreements and a Confirmation Page), and Merchant Processing Application (consisting of Sections 1-10) as modified from time to time in accordance with the provisions of this Agreement, and agrees to be bound by all provisions as printed therein. The Program Guide and IQM are also available for viewing and/or downloading from the internet at pcspayments.com/programguide. Client acknowledges and agrees that we, our Affiliates and our third party subcontractors and/or agents may use automatic telephone dialing systems to contact Client at the telephone number(s) Client has provided in this Merchant Processing Application and Agreement and/or may leave a detailed voice message in the event that Client is unable to be reached, even if the number provided is a cellular or wireless number or if Client has previously registered on a Do Not Call list or requested not to be contacted by Client for solicitation purposes. Client hereby consents to receiving commercial electronic mail messages from us, our Affiliates and our third party subcontractors and/or agents from time to time. Client further agrees that Client will not accept more than 20% of its card transactions via mail, telephone or Internet order. However, if your Application is approved based upon contrary information stated in the Provide More Business Data Section above, you are authorized to accept transactions in accordance with the percentages indicated in that Section. This signature page also serves as the signature page to the TeleCheck Solutions Agreement, appearing in the Third Party Section of the Program Guide, if selected, the undersigned Client being "You" and "Your" for the purposes of the TeleCheck Solutions Agreement. By signing below, each of the undersigned authorizes us, our Affiliates and our third party subcontractors and/or agents to verify the information contained in this Application and to request and obtain from any consumer reporting agency and other sources, including bank references, personal and business consumer reports and other information and to disclose such information amongst each other for any purpose permitted by law. If the Application is approved, each of the undersigned also authorizes us, our Affiliates and our third party subcontractors and/or agents to obtain subsequent consumer reports and other information from other sources, including bank references, in connection with the review, maintenance, updating, renewal or extension of the Agreement or for any other purpose permitted by law and disclose such information amongst each other. Each of the undersigned furthermore agrees that all references, including banks and consumer reporting agencies, may release any and all personal and business credit financial information to us, our Affiliates and our third party subcontractors and/or agents. Each of the undersigned authorizes us, our Affiliates and our third party subcontractors and/or agents to provide amongst each other the information contained in this Merchant Processing Application and Agreement and any information received subsequent thereto from all references, including banks and consumer reporting agencies for any purpose permitted by law. It is our policy to obtain certain information in order to verify your identity while processing your account application. As part of our approval, processing services, continuing fraud prevention and account review processes, the undersigned consents to the use of information gathered online or that you submit to us, and/or automated electronic computer security screening, by us or our third party vendors. I further acknowledge and agree that I will not use my merchant account and/or the Services for illegal transactions, for example, those prohibited by the Unlawful Internet Gambling Enforcement Act, 31 U.S.C. Section 5361 et seq, as may be amended from time to time, or processing and acceptance of transactions in certain jurisdictions pursuant to 31 CFR Part 500 et seq. and other laws enforced by the Office of Foreign Assets Control (OFAC). To help the government fight the funding of terrorism and money laundering activities, Servicers obtain, verify, and record certain information including your full name, physical address, and any other information needed for identity verification purposes while processing this MPA, as described in the USA Patriot Act. Client certifies, under penalties of perjury, that the federal taxpayer identification number and corresponding filing name provided herein are correct. Client agrees to all the terms of this Merchant Processing Application and Agreement. This Merchant Processing Application and Agreement shall not take effect until Client has been approved by us and this Agreement has been accepted by Processor and Bank. Acceptance by Processor and Bank will occur upon the earlier of the execution of this Merchant Processing Application and Agreement by Processor and Bank, or the commencement of the provision of the Services by Processor and Bank.

Client's Business Principal/Officer:

Signature ☒	Title President
Print Name of Signer 6972806R... Chopra	Date 2/5/2024
Signature ☒	Title
Print Name of Signer	Date
Signature ☒	Title
Print Name of Signer	Date

PROCESSOR: For Paysafe Payment Processing Solutions, LLC dba Petroleum Card Services	
Signature ☒	Title
Printed Name:	Date:
BANK: Wells Fargo Bank, N.A. (a member of Visa USA, Inc. and Mastercard International, Inc.) By: First Data Merchant Services LLC, pursuant to a limited power of attorney	
Signature ☒	Title
Printed Name:	Date:

(10) PERSONAL GUARANTY

In exchange for Petroleum Card Services and Wells Fargo Bank, N.A.'s (a member of Visa USA, Inc. and Mastercard International, Inc.) acceptance of the agreement, the undersigned unconditionally guarantees performance of the Client's obligations under the Agreement, and payment of all sums due there under, and in the event of default, hereby waives notice of default and agrees to indemnify the other parties for any and all amounts due from Client under the Agreement. I understand that this is a Guaranty of payment and not of collection and that Wells Fargo Bank N.A., Petroleum Card Services are relying upon this Guaranty in entering into the Agreement.

Signature (Please sign below): _____, an individual Signature (Please sign below): _____, an individual

PCS2508

CONFIRMATION PAGE

PROCESSOR Name: Paysafe Payment Processing Solutions, LLC dba Petroleum Card Services

INFORMATION: Address: 2243 Park Place, Suite C, Minden, NV 89423

URL: www.pcspayments.com

Customer Service #: 1-866-427-7297

Please read the Program Guide in its entirety. It describes the terms under which we will provide merchant processing Services to you.

From time to time you may have questions regarding the contents of your Agreement with Bank and/or Processor or the contents of your Agreement with TeleCheck. The following information summarizes portions of your Agreement in order to assist you in answering some of the questions we are most commonly asked.

- Your Discount Rates are assessed** on transactions that qualify for certain reduced interchange rates imposed by Mastercard, Visa, Discover and PayPal. Any transactions that fail to qualify for these reduced rates will be charged an additional fee (see Section 26 of the Program Guide).
- We may debit your bank account** (also referred to as your Settlement Account) from time to time for amounts owed to us under the Agreement.
- There are many reasons why a Chargeback may occur.** When they occur we will debit your settlement funds or Settlement Account. For a more detailed discussion regarding Chargebacks see Section 15 of the Your Payments Acceptance Guide or see the applicable provisions of the TeleCheck Solutions Agreement.
- In consideration of the Services provided by us,** you shall be charged, and hereby agree to pay us any and all fees set forth in this Agreement (for the purpose of clarity, this includes the Application and any additional pricing supplements or subsequent communications), all of which shall be calculated and payable pursuant to the terms of this Agreement and any additional pricing supplements or subsequent communications. If you dispute any charge or funding, you must notify us within 60 days of the date of the statement where the charge or funding appears for Card Processing or within 30 days of the date of a TeleCheck transaction.
- The Agreement limits our liability to you.** For a detailed description of the limitation of liability see Section 28, 38.3, and 40.10 of the Card General Terms; or Section 18 of the TeleCheck Solutions Agreement.
- We have assumed certain risks** by agreeing to provide you with Card processing or check services. Accordingly, we may take certain actions to mitigate our risk, including termination of the Agreement, and/or hold monies otherwise payable to you (see Card Processing General Terms in Section 31, Term; Events of Default and Section 32, Reserve Account; Security Interest), (see TeleCheck Solutions Agreement in Section 7), under certain circumstances.
- By executing this Agreement with us** you are authorizing us and our Affiliates to obtain financial and credit information regarding your business and the signers and guarantors of the Agreement until all your obligations to us and our Affiliates are satisfied.
- The Agreement contains a provision** that in the event you terminate the Agreement prior to the expiration of your initial three (3) year term, you will be responsible for the payment of an early termination fee as set forth in Part IV, A.3 under "Additional Fee Information" and Section 17.2 of the TeleCheck Solutions Agreement.
- For questions or concerns regarding your merchant account,** contact customer service at the number located on your Merchant Services Statement.

10. Card Organization Disclosure

Visa and Mastercard Member Bank Information: Wells Fargo Bank, N.A.

The Bank's mailing address is P.O. Box 6079, Concord, CA 94524, and its phone number is 1-844-284-6834.

Important Member Bank Responsibilities

- The Bank is the only entity approved to extend acceptance of Visa and Mastercard products directly to a merchant.
- The Bank must be a principal (signer) to the Agreement.
- The Bank is responsible for educating merchants on pertinent Visa and Mastercard rules with which merchants must comply; but this information may be provided to you by Processor.
- The Bank is responsible for and must provide settlement funds to the merchant.
- The Bank is responsible for all funds held in reserve that are derived from settlement.
- The Bank is the ultimate authority should a merchant have any problems with Visa or Mastercard products (however, Processor also will assist you with any such problems).

Important Merchant Responsibilities

- Ensure compliance with Cardholder data security and storage requirements.
- Maintain fraud and Chargebacks below Card Organization thresholds.
- Review and understand the terms of the Merchant Agreement.
- Comply with Card Organization Rules and applicable law and regulations.
- Retain a signed copy of this Disclosure Page.
- You may download "Visa Regulations" from Visa's website at: <https://usa.visa.com/dam/VCOM/download/about-visa/visa-rules-public.pdf>.
- You may download "Mastercard Regulations" from Mastercard's website at: www.mastercard.us/content/dam/mccom/global/documents/mastercard-rules.pdf.
- You may download "American Express Merchant Operating Guide" from American Express' website at: www.americanexpress.com/us/merchant.

Print Client's Business Legal Name: Thomas Liquors LLC

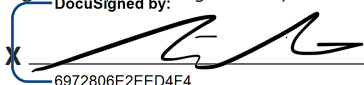
By its signature below, Client acknowledges that it has received the Merchant Processing Application, Program Terms and Conditions consisting of 43 pages including this Confirmation Page and the applicable Third Party Agreement(s). Interchange Qualification Matrix, American Express Program Pricing, and Interchange Schedule.

Client further acknowledges reading and agreeing to all terms in the Program Terms and Conditions. Upon receipt of a signed facsimile or original of this Confirmation Page by us, Client's Application will be processed.

NO ALTERATIONS OR STRIKE-OUTS TO THE PROGRAM TERMS AND CONDITIONS WILL BE ACCEPTED.

Client's Business Principal:

Signature (Please sign below):

DocuSigned by:

 6972806E2EED4F4...

Rishi

Chopra

Please Print Name of Signer

President

Title

2/5/2024

Date

Certificate Of Completion

Envelope Id: E713787E25BC4892B94B582067292B7F

Status: Completed

Subject: Complete with DocuSign: Thomas St. Liquor Merchant Application, TADP and Clover Adde...

Source Envelope:

Document Pages: 14

Signatures: 3

Envelope Originator:

Certificate Pages: 4

Initials: 2

Morgan Withee

AutoNav: Enabled

1164 Vickery Lane

Envelopeld Stamping: Enabled

Suite 200

Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Cordova, TN 38016

registration@impactpays.net

IP Address: 173.166.215.126

Record Tracking

Status: Original

Holder: Morgan Withee

Location: DocuSign

2/5/2024 11:46:33 AM

registration@impactpays.net

Signer Events

Rishi Chopra

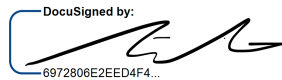
rishi52083@hotmail.com

president

Next Level Processing

Security Level: Email, Account Authentication
(None)**Signature**

DocuSigned by:



6972806E2EED4F4...

Signature Adoption: Drawn on Device

Using IP Address: 107.119.65.136

Signed using mobile

Timestamp

Sent: 2/5/2024 11:54:31 AM

Viewed: 2/5/2024 11:55:05 AM

Signed: 2/5/2024 11:56:15 AM

Electronic Record and Signature Disclosure:

Accepted: 2/5/2024 11:55:05 AM

ID: 5ba47e33-4da8-4091-81c6-0f458ce21d98

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****Witness Events****Signature****Timestamp****Notary Events****Signature****Timestamp****Envelope Summary Events****Status****Timestamps**

Envelope Sent

Hashed/Encrypted

2/5/2024 11:54:32 AM

Certified Delivered

Security Checked

2/5/2024 11:55:05 AM

Signing Complete

Security Checked

2/5/2024 11:56:15 AM

Completed

Security Checked

2/5/2024 11:56:15 AM

Payment Events**Status****Timestamps****Electronic Record and Signature Disclosure**

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, Impact PaySystem (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

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.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

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 Impact PaySystem:

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: morgan@impactpays.com

To advise Impact PaySystem of your new email address

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 morgan@impactpays.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.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from Impact PaySystem

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 morgan@impactpays.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 Impact PaySystem

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 morgan@impactpays.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..

Required hardware and software

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>.

Acknowledging your access and consent to receive and sign documents electronically

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.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- 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 Impact PaySystem 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 Impact PaySystem during the course of your relationship with Impact PaySystem.