## MERCHANT PROCESSING APPLICATION AND AGREEMENT

(Page I of 3)

| Merchant #:  |                                    |                       | (1.7)  |                        |  |  |  |
|--|------------------------------------|-----------------------|--|------------------------|--|--|--|
| PCS2508  | (1)                                | TELL US ABO           | OUT YOUR BUSINESS                                |                        |  | PCS2508                                |  |
| If Merchant is a sole proprietorship, then the "Cli  | ient's Corporate/Lega              | al Name" should inclu |  |                        |  |  |  |
| Client's Buisness Name (Doing Business As):  Hampton Inn Biloxi  Client's Corporate/Legal Name (Use Also for Headquarter's Information):  Twine Peaks LLC  |                                    |                       |  |                        | ıation):                                       |  |  |
| Business Address:  | Billing Address (If Different Than | Location Address      | s):  |                        |  |  |  |
| 1138 Beach Blvd<br>City:   | State:                             | Zip:                  | 1138 Beach Blvd City:                            |                        | State:   | Zip:                                   |  |
| Biloxi   | MS                                 | 39530                 | Biloxi   |                        | MS   | 39530                                  |  |
| 228-435-9010   | Location Fax #:                    | •                     | Customer Service Number: 228-435-9010            | Sonn                   | <u>,                                      </u> | Bhakta                                 |  |
| Business E-mail Address:<br>sonny@twinpeaksms.com  |                                    |                       | Contact Phone #:<br>228-435-9010                 | Fax #                  | Fax #:   |  |  |
| Business Website Address:  |                                    |                       | Contact E-Mail Address:<br>sonny@twinpeaksms.com |                        |  |  |  |
| Send Retrieval Requests / Fax Type to:   | Business Address                   | ☐ Fax #:              | *SIC/MCC: 3665                                   |                        |  |  |  |
| Statement Type: (check one) 🛛 Detail   | Summary State                      | ment Delivery Met     | hod: (check one) 🗌 E-Mail                        |                        |  | lline 🔀 Print and Mail                 |  |
| Billing to be processed X Monthly  | Daily                              |                       |  |                        |  |  |  |
| *If your business is classified as High Risk and as:   | signed (or is later ass            | igned based upon you  | ur business activity) any of the followi         | ing Merchant Catego    | ory Codes (MCC):                               | 5966, 5967, and 7841 <sup>1</sup> , th |  |
| registration is required with Visa and/or Masterc registration fees could be \$1,000). Failure to regis  |                                    |                       |  |                        | ay apply for Visa a                            | nd/or Mastercard (total                |  |
| ¹Registration for MCC 7841 is only required for no   | on-face-to-face adult              | content. 2Information | herein, including applicable MCCs, is            | subject to change      |  |  |  |
| (2) MC / VISA / I  |                                    |                       | JLL SERVICE / AMERIC                             |                        |  |  |  |
| Total Monthy Card Sales Volume: \$_40000   | 0.00 Estima                        | ated Average Ticket   | : / Sales Amount: \$\frac{350.00}{}              | Estimated Hi           | ligh Ticket Amou                               | ınt: \$_5000.00                        |  |
| Monthy Mastercard/Visa Volume: \$_320000   | 0.000 Montl                        | ny Discover/PayPal    | Volume: \$\frac{80000.000}{}{}                   |                        |  |  |  |
| Monthy AMEX OptBlue Volume: \$   | AMEX                               | OptBlue Estimated     | Average Ticket / Sales Amount:                   | \$ 350.00              | _  |  |  |
|  |                                    | (3) EN                | <b>TITLEMENTS</b>                                |                        |  |  |  |
| MC/Visa/Discover Full Processing/Ames  | Opt Blue (Discove                  | er Network systems an | d rules will process and govern JCB Tra          | ansactions. Select Dis | iscover Full Proces                            | sing if JCB is requested.)             |  |
| Amex - Existing Direct SE# 4230112617  |                                    | America               | n Express Cap #                                  | Franchise              | Name:  |  |  |
| ☐ Discover - Existing Retained SE #  |                                    | Non-Lic.              | JCB (EDC) - Existing Account #                   |                        |  |  |  |
| ☐ PIN Debit  |                                    | ☐ EBT FNS             | # (XREF):  | EBT Cash               | <u>.                                    </u>   |  |  |
| ☐ WEX Full Acquiring ☐ WEX Non-Full Sv   | c WEX Crossro                      | ads 🗌 Voyager         | ☐ Tax exempt Voyager ☐ MC F                      | leet 🗌 Fuelman         | n ID   |  |  |
|  | , ,                                |                       | ORE BUSINESS DATA                                |                        |  |  |  |
| State Incorp. MS Month/Year Started: Check one: TIN TYPE: EIN (Fed Tax ID  | 01/01/2018 So<br>#) 64-0915337     | le Ownership 🗌 Pa     | artnership  Non Profit/Tax Exen                  |                        |  |  |  |
| NOTE: Failure to provide accurate information  |                                    | olding of merchant fu |  |                        |  |  |  |
| Name (as it appears on your income tax return)   |                                    |                       | opears on your SS4 form)                         |                        | l am a foreign ei<br>lease attach IRS          | ntity/nonresident alien                |  |
| Twine Peaks LLC  |                                    | 915337                |  | .,                     |  | rorm w-s.j                             |  |
| Mag Swipe% + Keyed Manually* _<br>Product/Services You Sell: Hampton Inns  | <del>5</del> % = 100%              | *If 50% or more is    | manually keyed please provide t                  | he MOTO Addendi        | lum  |  |  |
| Card Present (MAG Swipe and/or Manual II   | mprint)95_%                        | + Mail Order/Dire     | ct 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 Exhange Only X 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® ■ Nashvi   |                                    | Other:                | M. 1.10. 1 1 N                                   | Spe                    | ecify Security Co                              |  |  |
| QTY IP Equ   | uipment Type                       |                       | Model Code and Name                              |                        | keprogram/N                                    | ew Deployment                          |  |
|  |                                    | +                     |  |                        |  |  |  |
| ☐ Elavon Fusebox   |                                    | +                     |  |                        |  |  |  |
|  |                                    |                       |  |                        |  |  |  |
| Deployment Instructions:  To Location  Other Address:  Described Types  Described Types  Described Types  Described Types  To Location  Described Types  Described Types  To Location  Described Types  To Location  To Location |                                    |                       |  |                        |  |  |  |
| Profile Type: Retail Petroleum Lodging Restaurant  Instructions: Clerk / Server Entry Retail With Tip Auto Settle Time Debit Cash Back Debit Cash Back   |                                    |                       |  |                        |  |  |  |
| •  | etail With Tip                     |                       |  |                        |  |  |  |
| VAR/Internet/Software: Name:   |                                    | (Nashvill             | e Only: Product ID #                             | Ven                    | ndor ID #                                      | )                                      |  |

(Page 2 of 3)

**DBA Name:** (6) PROVIDE YOUR OWNER INFORMATION PCS2508 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: Bhakta 10/04/1965 564-39-7291 228-424-3578 Owner Saniiv Home Address: City: Owner's E-Mail Address: (Required for Click to Agree) State: Zip: 799 Destiny Plantation Blvd Biloxi MS 39532 sonny@twinpeaksms.com Owner/Partner/Officer Name: D.O.B: Social Security #: Home Phone: Title: % of Ownership: City: Home Address: State: Owner's E-Mail Address: (Required for Click to Agree) Zip: Owner/Partner/Officer Name: D.O.B: Home Phone: Title: % of Ownership: Social Security #: Home Address: City: State: Zip: Owner's E-Mail Address: (Required for Click to Agree) Owner/Partner/Officer Name: D.O.B: Home Phone: Title: % of Ownership: Social Security #: 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: Sanjiv Bhakta 10/04/1965 564-39-7291 228-424-3578 Owner 51 Owner's E-Mail Address: (Required for Click to Agree) Home Address: Citv: State: Zip: 799 Destiny Plantation Blvd Biloxi 39532 sonny@twinpeaksms.com MS (7) IC PLUS / TIER / FLAT RATE PRICING SCHEDULE **Authorization and AVS Fees** Other Fees Start-Up Fees (One-Time Charge) Non-Taxable Fees: MC / Visa Auth Fee Early Termination Fee\*\* (030, 031, 032, 033, 034, 03R, 03V, 03W, 03X, 03Y) Application Fee (Non-Refundable) (321) \$ Annual Membership Fee (294)Ś (040, 041, 042, 043, 044, 04R, 04V, 04W, 04X, 04Y) Account Validation Fee (182)**\$** 10.00 (One-time fee charged at time of boarding) Chargeback Fee Discover Auth Fee Reprogramming Fee (31A) \$ 5.00 (070, 071, 072, 073, 074, 071, 07V, 07W, 07X, 07Y) Retrieval Fee (285) Debit Set-up Fee (31B) \$\_0.150 Amex Auth Fee **Batch Settlement Fee** (060, 061, 062, 063, 064, 061, 06V, 06W, 06X, 06Y) **Billed Monthly Fees** EBT Purchase/Return/Decline (029.02Y.02X) MC/Visa/Discover/Amex Voice AVS s 0.195 Monthly Service Fee (335)\$ 0.002 (039, 049, 069, 079, 03A, 04A, 06A, 07A) Visa/MC/Disc Access Fee (241, 197, 526) \$ 0.1950 MC/Visa/Discover/Amex Voice Auth Fee/VRU Minimum Processing Fee (953) Visa Ntwk Acq Proc Fee US Cr (04H) (035, 036, 037, 045, 046, 047, \$ 0.20 065, 066, 067, 075, 076, 077) \$\_0.1950 Monthly ClientLine® Fee (32R) Visa Ntwk Acq Proc Fee US DB/PP (04J) \$ 0.1950 eIDS Monthy Fee (29E) (405, 406, 407, 408, 435, 07B, 07C \$ 0.050 NABU Fee (60M, 0B4) 03B, 03C, 04B, 04C, 06B, 06C) \$ 25.00 ACH Reject Fee (401)**Regulatory Product Fee** (351) Fleet Card Fees 40.00 Non Return of Equipment Fee **Monthly Statement Fee** (323) **Authorization Fees Product Fees** Voyager (0D0, 0D1, 0DV) \$ TIN/TFN Blank or Invalid Fee (181)(as applicable) WEX (0D4) \$ **TransArmor Monthly Fee** (30L) Merchant Supply Advantage (413)Fuelman (0B3) \$ Service Protection Program Network Access Fee - Debit (420)Other Payment Fees Voyager Fraud Mgmt Program Sales Discount Fee (766)(158)Monthly Advantage Fee Mobile Pav Monthly Fee Wright Express **s** 10.00 ESP Monthly (Y66) Sales Discount Fee (840, 841, 842, 843) **Monthly Gateway Support Fee** (417) **\$** 59.95 **ESP Non-Compliance Fee** (Y65) **Datawire Micronode** \*Visa/MC CCIS Enrollment (63V, 63M) Monthly Fee (each) (354) \$ Premium Equipment SVC Misc. Fee: ) \$ (32U) S 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 Interchang 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 equl 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 8 Discoun Discount (Based on Gross Based on Gross (Based on Gross Non-PIN Debit (Based on Gross \$ 0.150 Sales Vol. Sales Vol. Sales Vol.) Sales Vol.) Transaction Fee MC Qual Visa Qual Discover Qual American Express (001, 002, 005, 006, 015, 016, 130, 0.450 % 0.450 % 0.450 % 131, 134, 135, 787, 788) Credit (800) Credit (804) **Credit** (170) Qual Credit (164) % American Express MC Qual Visa Oual Discover Qual American Express Sales Credit Non PIN Debit Non PIN Debit Non PIN Debit (964) \$\_0.150 Program Cost (3AL) 0.450 % 0.450 % 0.450 % **Transaction Fee** (850)(854)% (013, 014)Unbundled PIN Debit - Txn Fee Unbundled PIN Debit Discount Fee **PIN Debit** (018) \$ (plus the applicable network fees) (Key 190) **Decline Transaction Fee** (42R)

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 X\_ \_\_\_ Title \_ \_\_\_ Date \_\_ Print Name of Signer \_\_\_\_

Signature X

Printed Name: \_ (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 gua antees 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.

Х

| Signature | (Please | sign | below) | ). |
|-----------|---------|------|--------|----|
|-----------|---------|------|--------|----|

Signature (Please sign below):

Title: .

Merchant Initials

Signature X\_

Print Name of Signer \_

. an individual

\_\_ Title \_\_\_

Date

| PCS2508      |          | CONFIRMATION                                    | I PAGE                                    |
|--------------|----------|---|---|
| PROCESSOR    | Name:    | Paysafe Payment Processing Solutions, LLC dba F | Petroleum Card Services                   |
| INFORMATION: | Address: | 2243 Park Place, Suite C, Minden, NV 89423      |   |
|              | URL:     | www.pcspayments.com                             | Customer Service #: <u>1-866-427-7297</u> |

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.
- 3. 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.
- 4. 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.

- 5. 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. Accordingy, 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.
- 7. 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 Agreeent until all your obligations to us and our Affiliates are satisfied.
- 8. 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.
- b. The Bank must be a principal (signer) to the Agreement.
- c. 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.
- e. The Bank is responsible for all funds held in reserve that are derived from settlement.
- f. 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.
- c. Review and understand the terms of the Merchant Agreement.
- d. Comply with Card Organization Rules and applicable law and regulations.
- e. Retain a signed copy of this Disclosure Page.
- f. You may download "Visa Regulations" from Visa's website at: https://usa.visa.com/dam/VCOM/download/about-visa/visa-rules-public.pdf.
- g. 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: <a href="www.americanexpresscom/us/merchant">www.americanexpresscom/us/merchant</a>.

Print Client's Business Legal Name: Twine Peaks 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:  |        | Owner | 9/12/2023 |  |
|-----------------|--------|-------|-----------|--|
| 3B9109E00B23481 |        | Title | Date      |  |
| Saniiv          | Bhakta |       |           |  |

Please Print Name of Signer