



Signing Rep: Anna Bourgeois

Sales Office Phone: 337-351-6379

Sales Rep ID: PCSA-3915-003

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): LANDLORDS DAIQUIRI DEN Client's Corporate/Legal Name (Use Also for Headquarter's Information): LANDLORDS DAIQUIRI DEN

Business Address: 1645 Jefferson Dr Suite 180A Billing Address (If Different Than Location Address): 1645 Jefferson Dr Suite 180A

City: Port Arthur State: TX Zip: 77642

Location Phone #: 409-543-4653 Location Fax #: Customer Service Number: 409-543-4653 Contact Name: Jermire Roberts

Business E-mail Address: JROBERTS2207@YAHOO.COM Contact Phone #: 409-543-4653 Fax #:

Business Website Address: Contact E-Mail Address: JROBERTS2207@YAHOO.COM

Send Retrieval Requests / Fax Type to: [] Business Address [] Fax #: *SIC/MCC: 5814

Statement Type: (check one) [x] Detail [] Summary Statement Delivery Method: (check one) [x] E-Mail JROBERTS2207@YAHOO.COM [] Online [] Print and Mail

Billing to be processed [] Monthly [x] 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*.

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

Total Monthly Card Sales Volume: \$ 35000.00 Estimated Average Ticket / Sales Amount: \$ 17.00 Estimated High Ticket Amount: \$ 2000.00

Monthly Mastercard/Visa Volume: \$ 28000.000 Monthly Discover/PayPal Volume: \$ 7000.000

Monthly AMEX OptBlue Volume: \$ 5000.00 AMEX OptBlue Estimated Average Ticket / Sales Amount: \$ 17.00

(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. TX Month/Year Started: 09/01/2021 [] Sole Ownership [] Partnership [] Non Profit/Tax Exempt [] Public Corp. [] Private Corp. [x] L.L.C. [] Gov't.

Check one: TIN TYPE: [] EIN (Fed Tax ID #) 86-3353329 [] 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) LANDLORDS DAIQUIRI DEN Federal Tax ID#: (as it appears on your SS4 form) 86-3353329 [] I certify that I am a foreign entity/nonresident alien. (If checked, please attach IRS Form W-8.)

Mag Swipe 90% + Keyed Manually* = 100% *If 50% or more is manually keyed please provide the MOTO Addendum Product/Services You Sell: Quick Service Restaurants

Card Present (MAG Swipe and/or Manual Imprint) 90% + Mail Order/Direct Marketing 10% + 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 [x] 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 [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 [x] Nashville [] Buypass [] Other: Specify Security Code: ()

Table with columns: QTY, IP, Equipment Type, Model Code and Name, Reprogram/New Deployment. Rows: 1 Clover Station Duo, 3 Clover Flex.

Deployment Instructions: [] To Location [] Other Address:

Profile Type: [] Retail [] Petroleum [] Lodging [] Restaurant

Instructions: [] Clerk / Server Entry [] Retail With Tip [x] Auto Settle Time 10:00 AM [] Debit Cash Back

VAR/Internet/Software: Name: (Nashville Only: Product ID # Vendor ID #)

PLEASE SEND COMPLETED INFORMATION TO:

2243 Park Place, Suite C, Madison, NJ 08043

PCS2508

Client Initials

Handwritten initials and signature

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:
Jermire Roberts		10/22/1979	465-65-5742	409-543-4635	Owner	64
Home Address:		City:	State:	Zip:	Owner's E-Mail Address: (Required for Click to Agree)	
5955 Evelyn St		Port Arthur	TX	77640	JROBERTS2207@YAHOO.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:
Jermire Roberts		10/22/1979	465-65-5742	409-543-4635	Owner	64
Home Address:		City:	State:	Zip:	Owner's E-Mail Address: (Required for Click to Agree)	
5955 Evelyn St		Port Arthur	TX	77640	JROBERTS2207@YAHOO.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 (030, 031, 032, 033, 034, 03R, 03V, 03W, 03X, 03Y) (040, 041, 042, 043, 044, 04R, 04V, 04W, 04X, 04Y) \$ _____	Early Termination Fee** \$ _____
Application Fee (Non-Refundable) (32I) \$ _____	Discover Auth Fee (070, 071, 072, 073, 074, 07I, 07V, 07W, 07X, 07Y) \$ _____	Annual Membership Fee (294) \$ _____
Account Validation Fee (182) \$ _____ <i>(One-time fee charged at time of boarding)</i>	Amex Auth Fee (060, 061, 062, 063, 064, 06I, 06V, 06W, 06X, 06Y) \$ _____	Chargeback Fee (ZZ9) \$ 10.00
Reprogramming Fee (31A) \$ _____	MC/Visa/Discover/Amex Voice AVS (039, 049, 069, 079, 03A, 04A, 06A, 07A) \$ _____	Retrieval Fee (285) \$ 5.00
Debit Set-up Fee (31B) \$ _____	MC/Visa/Discover/Amex Voice Auth Fee/VRU (035, 036, 037, 045, 046, 047, 065, 066, 067, 075, 076, 077) \$ _____	Batch Settlement Fee (227) \$ _____
Billed Monthly Fees	AVS Fee (405, 406, 407, 408, 435, 07B, 07C, 03B, 03C, 04B, 04C, 06B, 06C) \$ _____	EBT Purchase/Return/Decline (029,02Y,02X) \$ _____
Monthly Service Fee (335) \$ 20.000	Fleet Card Fees	Visa/MC/Disc Access Fee (241, 197, 526) \$ _____
Minimum Processing Fee (953) \$ _____	Authorization Fees	Visa Ntwk Acq Proc Fee US Cr (04H) \$ _____
Monthly ClientLine® Fee (32R) \$ _____	Voyager (0D0, 0D1, 0DV) \$ _____	Visa Ntwk Acq Proc Fee US DB/PP (04J) \$ _____
eIDS Monthly Fee (29E) \$ _____	WEX (0D4) \$ _____	NABU Fee (60M, 0B4) \$ _____
Regulatory Product Fee (35I) \$ _____	Fuelman (0B3) \$ _____	ACH Reject Fee (40I) \$ 25.00
Monthly Statement Fee (323) \$ _____	Other Payment Fees	Non Return of Equipment Fee \$ _____
TIN/TFN Blank or Invalid Fee (181) \$ _____ <i>(as applicable)</i>	Voyager	Product Fees
Merchant Supply Advantage (413) \$ _____	Sales Discount Fee (766) _____%	TransArmor Monthly Fee (30L) \$ _____
Network Access Fee - Debit (420) \$ _____	Wright Express	Service Protection Program (31Y) \$ _____
Monthly Advantage Fee (158) _____%	Sales Discount Fee (840, 841, 842, 843) _____%	Fraud Mgmt Program (Y67) \$ _____
ESP Monthly (Y66) \$ 10.00	Datawire Micronode	Mobile Pay Monthly Fee (472) \$ _____
ESP Non-Compliance Fee (Y65) \$ 59.95	Monthly Fee (each) (354) \$ _____	Monthly Gateway Support Fee (417) \$ _____
Misc. Fee: _____ () \$ _____		*Visa/MC CCIS Enrollment <input type="checkbox"/> (63V, 63M) _____%
		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.

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

DS
[Signature]

DBA Name: LANDLORDS DAIQUIRI DEN

Merchant #:

Table with columns for Discount Fee and Transaction Fee, listing various credit and debit card categories and their associated fees.

Table titled 'Flat Rate' with columns for Discount Fee and Transaction Fee, listing flat rate fees for different card types.

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, Visa Acceptance, Discover Acceptance, American Express OptBlue® Acceptance

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.

BANKING INFORMATION

Bank Name: PNC BANK, NA Phone Number:
Routing Number: 113010547 DDA: 6795803503

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.

DocuSigned by:
Signature X [Signature] Title Owner 8/24/2023
Print Name of Signer Roberts Date
Signature X Title
Print Name of Signer Date
Signature X Title
Print Name of Signer Date
PROCESSOR: For Paysafe Payment Processing Solutions, LLC dba Petroleum Card Services
Signature X 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 X 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.

Signature (Please sign below) X [Signature], an individual X [Signature], an individual
PC52508 96C3A6866FF840C... Petroleum Card Services is a registered Independent Sales Organization of Wells Fargo Bank, N.A., Concord CA Merchant Initials [Signature]

PCS2508

CONFIRMATION PAGE

PROCESSOR Name: Paysafe Payment Processing Solutions, LLC dba Petroleum Card ServicesINFORMATION: Address: 2243 Park Place, Suite C, Minden, NV 89423URL: www.pcspayments.comCustomer 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: LANDLORDS DAIQUIRI DEN

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.

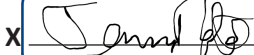
Client further acknowledges reading and agreeing to all terms in the Program Terms and Conditions. Upon receipt of a signed facsimile or original of this Confirmation Page by us, Client's Application will be processed.

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

Client's Business Principal:

Signature (Please sign below):

DocuSigned by:



96C3A6866FF840C...

Jermire

Roberts

Please Print Name of Signer

Owner

Title

8/24/2023

Date