

# Merchant Processing Application and Agreement

Please review the information below and sign if everything looks right. If you have any questions please contact your representative.



SETUP INFORMATION		
Sales Code	RISO-JCH9-IMPACT	Application Platform
		North

BUSINESS DETAILS			
CONTACT INFORMATION			
First Name	BRUCE	Last Name	PATEL
Email	sloan@wealthhg.com	Phone Number	(662) 205-4031

BUSINESS INFORMATION			
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.)			
Business Legal Name	The Creeks II, LLC	DBA Name	Hyatt Place
Tax Filing Name	The Creeks II LLC	Tax Filing Method	<input checked="" type="checkbox"/> EIN <input type="checkbox"/> SSN
Tax ID (EIN)	XX-XXX6375		
Type of Ownership	<input type="checkbox"/> Government <input type="checkbox"/> Individual / Sole Proprietor <input checked="" type="checkbox"/> LLC <input type="checkbox"/> Non-Profit Org <input type="checkbox"/> Private Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Public Corporation <input type="checkbox"/> Tax Exempt		
Stock Exchange (Only applicable for Public Corporations)		Stock Ticker Symbol	(NYSE or NASDAQ)
	<input type="checkbox"/> NYSE or NASDAQ <input checked="" type="checkbox"/> Other/Not Applicable		
Industry (MCC)	7011 - Hotels, Motels, and Resorts	Business Description	Hotel
Industry Options	<input type="checkbox"/> Quasi Cash	Business Start Date	2018-01-23
Website		Business Phone	(282) 060-9502

BUSINESS ADDRESS			
Street Address 1	1150 Beach Boulevard		
Street Address 2	City	Biloxi	
State	Mississippi	ZIP	39530
Country	United States of America		

BUSINESS LEGAL MAILING ADDRESS			
Street Address 1	1020 NORTH GLOSTER STREE		
Street Address 2	#110	City	TUPELO
State	Mississippi	ZIP	38804
Country	United States of America		

## OWNER INFORMATION

Please provide the following information for each individual who owns, directly or indirectly, 25% or more of the equity interest of your business, or who have significant responsibility to control, manage, or direct your business.

BUSINESS OWNER INFORMATION					
First Name	Bhupender	Last Name	Patel	Street Address 1	2749 Bayhill Woods Cove
Title	<input checked="" type="checkbox"/> CEO <input type="checkbox"/> CFO <input type="checkbox"/> COO <input type="checkbox"/> LLC Member <input type="checkbox"/> Owner <input type="checkbox"/> Partner <input type="checkbox"/> President <input type="checkbox"/> Secretary <input type="checkbox"/> Treasurer <input type="checkbox"/> Vice President			Street Address 2	City Collierville
% Ownership	51	%	Personal Guarantee	<input type="checkbox"/> Yes	State Tennessee
SSN	XXX-XX-5737	Date of Birth	1978-09-13	ZIP	38017
Mobile Phone	(662) 205-4031			Country	United States of America
Email	SLOAN@WEALTHHG.COM				

**ADDITIONAL BUSINESS OWNER (1)**

First Name	<input type="text"/>	Last Name	<input type="text"/>	Street Address 1	<input type="text"/>	
% Ownership	<input type="text"/> %	SSN	<input type="text"/>	Street Address 2	<input type="text"/>	City <input type="text"/>
Date of Birth	<input type="text"/>	Mobile Phone	<input type="text"/>	State	<input type="text"/>	ZIP <input type="text"/>
				Country	<input type="text"/>	

**ADDITIONAL BUSINESS OWNER (2)**

First Name	<input type="text"/>	Last Name	<input type="text"/>	Street Address 1	<input type="text"/>	
% Ownership	<input type="text"/> %	SSN	<input type="text"/>	Street Address 2	<input type="text"/>	City <input type="text"/>
Date of Birth	<input type="text"/>	Mobile Phone	<input type="text"/>	State	<input type="text"/>	ZIP <input type="text"/>
				Country	<input type="text"/>	

**ADDITIONAL BUSINESS OWNER (3)**

First Name	<input type="text"/>	Last Name	<input type="text"/>	Street Address 1	<input type="text"/>	
% Ownership	<input type="text"/> %	SSN	<input type="text"/>	Street Address 2	<input type="text"/>	City <input type="text"/>
Date of Birth	<input type="text"/>	Mobile Phone	<input type="text"/>	State	<input type="text"/>	ZIP <input type="text"/>
				Country	<input type="text"/>	

**ADDITIONAL BUSINESS OWNER (4)**

First Name	<input type="text"/>	Last Name	<input type="text"/>	Street Address 1	<input type="text"/>	
% Ownership	<input type="text"/> %	SSN	<input type="text"/>	Street Address 2	<input type="text"/>	City <input type="text"/>
Date of Birth	<input type="text"/>	Mobile Phone	<input type="text"/>	State	<input type="text"/>	ZIP <input type="text"/>
				Country	<input type="text"/>	

**BANKING AND PROCESSING**

**DEPOSIT AND WITHDRAWAL BANK ACCOUNT**

Bank Name	<input type="text" value="Bancorp South"/>		
Account Type	<input checked="" type="checkbox"/> Checking <input type="checkbox"/> Savings		
Routing Number	<input type="text" value="XXXXX1278"/>	Account Number	<input type="text" value="XXXX6685"/>

**PROCESSING VOLUME**

Average Monthly Card Volume	<input type="text" value="\$ 390000"/>	/ month
Average Transaction Amount	<input type="text" value="\$ 500"/>	

**PRODUCT / SERVICE DELIVERY WINDOWS**

On average, Products / Services are delivered in

0-7 Days  8-14 Days  15-30 Days  30+ Days

**MODE OF TRANSACTION**

In Person	<input type="text" value="75"/>	%
Telephone	<input type="text" value="25"/>	%
Online	<input type="text" value="0"/>	%
<b>Must total 100%</b>		

**THIRD PARTY PROVIDER**

Do you use any third party provider (TPP) to store, process or transmit cardholder data? (Examples include but are not limited to web hosting companies, Electronic Data Capture, Loyalty programs, software)

Yes  No

If so, please provide third party provider information:

TPP Name	<input type="text" value="Opera PMS"/>
TPP Email	<input type="text"/>
TPP Phone	<input type="text" value="8888037414"/>

## EQUIPMENT

### NEW ORDERS

Product Name	Network	Qty	Price *	Frequency
MICROS XSTORE7.0 DW RC	Nashville	1	-	-
Merchant Link Gateway	Nashville	1	-	-
			\$	
			\$	
			\$	

Clover Menu Requested  \* Price does not include tax and shipping & handling.

### SHIP EQUIPMENT TO

Ship To Attention		Ship To Email
Street Address 1		
Street Address 2	City	
State	ZIP	
Country		

## MERCHANT SERVICES

### PAYMENTS ACCEPTED

American Express ESA    Discover Full ACQ    Mastercard    Visa

### AMERICAN EXPRESS

Amex Program     Amex OptBlue     Amex ESA

Amex ESA SE    4231992678    IATA/ARC Number

### DISCOVER

Discover Program     Discover Full ACQ     Discover EASI

Discover EASI SE

Discover Industry Options

Enable Incremental Authorizations

Debt Repayment Program

## PRICING INFORMATION

### PRICING

Discount Frequency

Monthly     Daily

Funding Rollup

Net Fees and Deposits     Separate Fees and Deposits     Individual Batches

### DUES & ASSESSMENTS

Dues & Assessments

In addition to the fees described in this Merchant Application and Agreement, you must pay us all Card Organization Charges. "Card Organization Charges" means all fees, charges, liabilities, or obligations that a Card Organization imposes on us (1) in connection with your acceptance of its payment types, (2) in connection with the transactions processed under your MID, (3) as a result of your acts or omissions, or (4) as a result of the acts or omissions of others that act on your behalf or that provide services to you. Card Organization Charges are not subject to the consequential damages exclusion in Section 28 of the Program Guide and include but are not limited to: assessments (including but not limited to dues, issuer reimbursements, fines, penalties, and fraud recovery losses); fees established by the Card Organizations (including but not limited to access fees, switch fees, and file fees); adjustments; and Chargebacks.

### TIERED

Discount Fees	Credit	Non-PIN Debit	Discount Fees	Credit	Non-PIN Debit
Visa Qualified	%	%	Discover Qualified	%	%
Visa Mid-Qualified	%	%	Discover Mid-Qualified	%	%
Visa Non-Qualified	%	%	Discover Non-Qualified	%	%
Mastercard Qualified	%	%	Amex Qualified	%	
Mastercard Mid-Qualified	%	%	Amex Mid-Qualified	%	
Mastercard Non-Qualified	%	%	Amex Non-Qualified	%	

**INTERCHANGE PLUS**

Pass Through Interchange — You will be charged the applicable interchange rate from Mastercard, Visa, Discover and American Express as well as the Discount Fees listed below. Interchange Rates are variable and are determined by how your transactions clear, and are subject to change.

Passthrough Interchange Costs  Gross Interchange  Net Interchange

Discount Fees	Credit / Non-PIN Debit
Visa Qualified	0.1 %
Mastercard Qualified	0.1 %
Discover Qualified	0.1 %
Amex Qualified	%

**BILL BACK**

**Non-Qualified Surcharge Fee** (excluding interchange pass-through fees, see Section 26.1) Applies to Non-qualified MC, Visa, Discover, American Express OptBlue Credit and/or Non-PIN Debit Transactions.

Discount Fees	Credit	Non-PIN Debit
Visa Qualified	%	%
Mastercard Qualified	%	%
Discover Qualified	%	%
Amex Qualified	%	

**SWIPED/NON-SWIPED**

(If selected, the discount fees below apply to all payment types and brands accepted unless otherwise noted in this agreement)

Swiped or Dipped Discount Fee (% of gross transactions)	%
Swiped or Dipped Transaction Fee	\$
Non-Swiped or Non-Dipped Discount Fee (% of gross transactions)	%
Non-Swiped or Non-Dipped Transaction Fee	\$

**FLAT RATE**

Discount Fees	Credit / Non-PIN Debit
Visa Qualified	%
Mastercard Qualified	%
Discover Qualified	%
Amex Qualified	%

**AUTHORIZATION & TRANSACTION FEES**

Authorization Fees (All Card Types)	\$	/ Each
ACH Batch Fee	\$	/ Each
Voice Authorization Fee	\$	/ Each
Address Verification Fee (AVS)	\$	/ Each
Transaction Fees (All Card Types)**	\$ 0.05	/ Each

\*\*Transaction Fees (All Card Types) and Gateway Transaction Fee will be added together and billed on your merchant statement as "Trans Fee".

**CLOVER SECURITY**

PCI Compliance / SAQ Online Tool

Billed Monthly  Billed Annually in \_\_\_\_\_

PCI Compliance Service Fee \$ 10.00

Clover Security (Includes TransArmor Data Protection and PCI Compliance / SAQ Online Tool)

Clover Security Fee \$ \_\_\_\_\_ / Monthly

Clover Security Plus (Includes TransArmor Data Protection, PCI Compliance / SAQ Online Tool and Liability Waiver)

Clover Security Plus Fee \$ \_\_\_\_\_ / Monthly

**PIN DEBIT**

Discount Fee	%
Transaction Fee	\$ _____ / Each

**CLOVER FEES**

Clover Go Service Fee, Per MID	\$ _____ / Monthly
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**EBT**

FNS#	_____
Transaction Fee	\$ _____ / Each

**VOYAGER**

Authorization Fee	\$ _____ / Each
Sales Discount	%

**WRIGHT EXPRESS**

Discount Fee	%
Transaction Fee	\$ _____ / Each
Chargeback Fee	\$ _____ / Each
Retrieval Fee	\$ _____ / Each

**CARDPOINTE AND GATEWAY FEES**

Setup Fee	\$ _____ (One Time)
CardPointe Monthly Platform Fee	\$ _____ / Monthly
Gateway Monthly Fee	\$ _____ / Monthly
Gateway Transaction Fee**	\$ _____ / Each

\*\*Gateway Transaction Fee and Transaction Fees (All Card Types) will be added together and billed on your merchant statement as "Trans Fee".

**TRANSARMOR**

TransArmor Data Protection

TransArmor Monthly Fee \$ \_\_\_\_\_ / Monthly

**MONTHLY AND MISCELLANEOUS FEES**

Application Fee	\$	(One Time)	Annual Membership Fee	\$	/ Annual
Minimum Processing Fee	\$	/ Monthly	Regulatory Product Fee	\$	/ Monthly
DDA Rejects	\$ 10.00	/ Each	PCI Non-Compliance Fee	\$ 29.95	/ Monthly
Statement Fee	\$ 10.00	/ Monthly	Wireless Fee	\$	/ Monthly
Chargeback Fee	\$ 15.00	/ Each	Wireless Activation Fee	\$	(One Time)
Retrieval Fee	\$ 10.00	/ Each			

**CONFIRMATION**

**EARLY TERMINATION FEE**

The initial term of this Agreement is three years from the date of your approval by our Credit Department (the Initial Term). If you terminate this Agreement before the end of the then current term or otherwise stop processing your transactions with us, you will be charged this Early Termination Fee. After the Initial Term, subject to Part IV, Section A.3, this Agreement shall automatically extend for an additional period of one year each (each an Extended Term)

Early Termination Fee \$

Client Initials

**PERSONAL GUARANTEE**

In exchange for First Data Merchant Services LLC, Wells Fargo Bank, N.A., (a member of Visa USA, Inc. and Mastercard International, Inc.), and TeleCheck Services, LLC (the Guaranteed Parties) acceptance of, as applicable, the Agreement, and/or the Equipment Agreement and/or the TeleCheck/TRS Solutions Agreement, the undersigned unconditionally and irrevocably guarantees the full payment and performance of Client's obligations under the foregoing agreements, as applicable, as they now exist or as modified from time to time whether before or after termination or expiration of such agreements and whether or not the undersigned has received notice of any amendment of such agreements. The undersigned waives notice of default by Client and agrees to indemnify the Guaranteed Parties for any and all amounts due from Client under the foregoing agreements. The Guaranteed Parties shall not be required to first proceed against Client to enforce any remedy before proceeding against the undersigned. This is a continuing personal guaranty and shall not be discharged or affected for any reason. The undersigned understands that this is a Personal Guaranty of payment and not of collection and that the Guaranteed Parties are relying upon this Personal Guaranty in entering into the foregoing agreements, as applicable.

Signature  Date

**AGREEMENT APPROVAL**

Client certifies that all information set forth in this completed Merchant Processing Application is true and correct and that Client has received a copy of the Program Guide and Confirmation Page, which is part of this Merchant Processing Application, and by this reference incorporated herein. 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/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 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 Banking and Processing section above, you are authorized to accept transactions in accordance with the percentages indicated in that section. This signature page also serves as a 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.

Client authorizes FDMS and Bank and their affiliates to debit Client's designated bank account via Automated Clearing House (ACH) for costs associated with equipment hardware, software and shipping.

You further acknowledge and agree that you will not use your 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 will not take effect until Client has been approved 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.

**SIGN YOUR AGREEMENT**

Signature

Date

**FIRST DATA MERCHANT SERVICES LLC**

Application Approved By:

Signature

Title  Date

**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

**PROCESSOR INFORMATION**

Name First Data Merchant Services LLC

Address 4000 Coral Ridge Drive, Coral Spring FL, 33065

Customer Service (Phone) 1-877-628-0720