



Signing Rep: Morgan Withee

Sales Office Phone: 901-828-2229

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): Hilton Garden Inn Client's Corporate/Legal Name (Use Also for Headquarter's Information): NMS Hotels LLC

Business Address: 7890 Craft Goodman Rd Billing Address (If Different Than Location Address): 1020 N Gloster St #110

City: Olive Branch State: MS Zip: 38654 City: Tupelo State: MS Zip: 38804

Location Phone #: 662-932-7100 Location Fax #: Customer Service Number: 662-932-7100 Contact Name: Sloan Holley

Business E-mail Address: sloan@wealthhg.com Contact Phone #: 662-932-7100 Fax #:

Business Website Address: Contact E-Mail Address: sloan@wealthhg.com

Send Retrieval Requests / Fax Type to: Business Address Fax #: *SIC/MCC: 3604

Statement Type: (check one) Detail Summary Statement Delivery Method: (check one) E-Mail 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.

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

Total Monthly Card Sales Volume: \$ 650000.00 Estimated Average Ticket / Sales Amount: \$ 350.00 Estimated High Ticket Amount: \$ 1500.00

Monthly Mastercard/Visa Volume: \$ 520000.00 Monthly Discover/PayPal Volume: \$ 130000.000

Monthly AMEX OptBlue Volume: \$ AMEX OptBlue Estimated Average Ticket / Sales Amount: \$ 350.00

(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# 4235932753 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. MS Month/Year Started: 01/23/2018 Sole Ownership Partnership Non Profit/Tax Exempt Public Corp. Private Corp. L.L.C. Gov't.

Check one: TIN TYPE: EIN (Fed Tax ID #) 46-3750744 SSN D&B #

NOTE: Failure to provide accurate information may result in a withholding of merchant funding per IRS regulations. Name (as it appears on your income tax return) Federal Tax ID#: (as it appears on your SS4 form)

Mag Swipe 90% + Keyed Manually* 5% = 100% *If 50% or more is manually keyed please provide the MOTO Addendum Product/Services You Sell: Hilton Garden Inn

Card Present (MAG Swipe and/or Manual Imprint) 90% + Mail Order/Direct Marketing 5% + 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 Buypass Other: Specify Security Code: ()

Table with columns: QTY, IP, Equipment Type, Model Code and Name, Reprogram/New Deployment

Table with columns: QTY, IP, Equipment Type, Model Code and Name, Reprogram/New Deployment

Deployment Instructions: To Location Other Address:

Profile Type: Retail Petroleum Lodging Restaurant

Instructions: Clerk / Server Entry Retail With Tip Auto Settle Time Debit Cash Back

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

PLEASE SEND COMPLETED INFORMATION TO: 2243 Park Place, Suite C, Madison, TN 37123

PCS2508

Client Initials

DBA Name: _____ Merchant #: _____

(6) PROVIDE YOUR OWNER INFORMATION						
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:
Bhupender Patel		09/13/1978	421-35-5737	662-205-4031	Owner	51
Home Address:		City:	State:	Zip:	Owner's E-Mail Address: <i>(Required for Click to Agree)</i>	
2749 Bayhill Woods Cv		Collierville	TN	38017		
Owner/Partner/Officer Name:		D.O.B:	Social Security #:	Home Phone:	Title:	% of Ownership:
Home Address:		City:	State:	Zip:	Owner's E-Mail Address: <i>(Required for Click to Agree)</i>	
Owner/Partner/Officer Name:		D.O.B:	Social Security #:	Home Phone:	Title:	% of Ownership:
Home Address:		City:	State:	Zip:	Owner's E-Mail Address: <i>(Required for Click to Agree)</i>	
Owner/Partner/Officer Name:		D.O.B:	Social Security #:	Home Phone:	Title:	% of Ownership:
Home Address:		City:	State:	Zip:	Owner's E-Mail Address: <i>(Required for Click to Agree)</i>	
Controlling Position:		D.O.B:	Social Security #:	Home Phone:	Title:	% of Ownership:
Bhupender Patel		09/13/1978	421-35-5737	662-205-4031	Owner	51
Home Address:		City:	State:	Zip:	Owner's E-Mail Address: <i>(Required for Click to Agree)</i>	
2749 Bayhill Woods Cv		Collierville	TN	38017		

(7) IC PLUS / TIER / FLAT RATE PRICING SCHEDULE

Start-Up Fees (One-Time Charge)	Authorization and AVS Fees	Other Fees
Non-Taxable Fees:		
Application Fee (Non-Refundable) (32I) \$ _____	MC / Visa Auth Fee (030, 031, 032, 033, 034, 03R, 03V, 03W, 03X, 03Y) (040, 041, 042, 043, 044, 04R, 04V, 04W, 04X, 04Y) \$ 0.050	Early Termination Fee** \$ _____
Account Validation Fee (182) \$ _____ <i>(One-time fee charged at time of boarding)</i>	Discover Auth Fee (070, 071, 072, 073, 074, 07I, 07V, 07W, 07X, 07Y) \$ 0.050	Annual Membership Fee (294) \$ _____
Reprogramming Fee (31A) \$ _____	Amex Auth Fee (060, 061, 062, 063, 064, 06I, 06V, 06W, 06X, 06Y) \$ 0.050	Chargeback Fee (ZZ9) \$ 10.00
Debit Set-up Fee (31B) \$ _____	MC/Visa/Discover/Amex Voice AVS (039, 049, 069, 079, 03A, 04A, 06A, 07A) \$ _____	Retrieval Fee (285) \$ 5.00
Billed Monthly Fees	MC/Visa/Discover/Amex Voice Auth Fee/VRU (035, 036, 037, 045, 046, 047, 065, 066, 067, 075, 076, 077) \$ _____	Batch Settlement Fee (227) \$ 0.100
Monthly Service Fee (335) \$ _____	AVS Fee (405, 406, 407, 408, 435, 07B, 07C, 03B, 03C, 04B, 04C, 06B, 06C) \$ 0.050	EBT Purchase/Return/Decline (029,02Y,02X) \$ _____
Minimum Processing Fee (953) \$ _____		Visa/MC/Disc Access Fee (241, 197, 526) \$ 0.005
Monthly ClientLine® Fee (32R) \$ _____	Fleet Card Fees	Visa Ntwk Acq Proc Fee US Cr (04H) \$ 0.0195
eIDS Monthly Fee (29E) \$ _____	Authorization Fees	Visa Ntwk Acq Proc Fee US DB/PP (04J) \$ 0.0195
Regulatory Product Fee (35I) \$ _____	Voyager (0D0, 0D1, 0DV) \$ _____	NABU Fee (60M, 0B4) \$ 0.0195
Monthly Statement Fee (323) \$ 12.00	WEX (0D4) \$ _____	ACH Reject Fee (401) \$ 25.00
TIN/TFN Blank or Invalid Fee (181) \$ _____ <i>(as applicable)</i>	Fuelman (0B3) \$ _____	Non Return of Equipment Fee \$ _____
Merchant Supply Advantage (413) \$ _____	Other Payment Fees	Product Fees
Network Access Fee - Debit (420) \$ _____	Voyager Sales Discount Fee (766) _____%	TransArmor Monthly Fee (30L) \$ _____
Monthly Advantage Fee (158) _____%	Wright Express Sales Discount Fee (840, 841, 842, 843) _____%	Service Protection Program (31Y) \$ _____
ESP Monthly (Y66) \$ 8.00	Datawire Micronode Monthly Fee (each) (354) \$ _____	Fraud Mgmt Program (Y67) \$ _____
ESP Non-Compliance Fee (Y65) \$ 59.95		Mobile Pay Monthly Fee (472) \$ _____
Misc. Fee: _____ () \$ _____		Monthly Gateway Support Fee (417) \$ _____
		*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.

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.)
\$ 0.050 (001, 002, 005, 006, 015, 016, 130, 131, 134, 135, 787, 788)	MC Qual Credit (800) 0.100%	Visa Qual Credit (804) 0.100%	Discover Qual Credit (170) 0.100%	American Express Qual Credit (164) _____%
\$ 0.050 (013, 014)	MC Qual Non PIN Debit (850) 0.100%	Visa Qual Non PIN Debit (854) 0.100%	Discover Qual Non PIN Debit (964) 0.100%	American Express Program Cost (3AL) _____%
Unbundled PIN Debit - Txn Fee (018) \$ _____	Unbundled PIN Debit Discount Fee (Key 190) _____% <i>(plus the applicable network fees)</i>			PIN Debit Decline Transaction Fee (42R) \$ _____

DBA Name: Hilton Garden Inn

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	Visa Acceptance	Discover Acceptance	American Express OptBlue® Acceptance
<input checked="" type="checkbox"/> Accept MC Credit transactions only	<input checked="" type="checkbox"/> Accept Visa Credit transactions only	<input checked="" type="checkbox"/> Accept Discover Credit transactions only	<input type="checkbox"/> Accept American Express Credit transactions only
<input checked="" type="checkbox"/> Accept MC Non-PIN Debit transactions only	<input checked="" type="checkbox"/> Accept Visa Non-PIN Debit transactions only	<input checked="" type="checkbox"/> Accept Discover Non-PIN Debit transactions only	<input type="checkbox"/> Discover Network - PayPal
		<input type="checkbox"/> Discover Network PayPal Credit transactions	

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: SIMMONS BANK	Phone Number:
Routing Number: 082900432	DDA: 3648303
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	PROCESSOR: For Paysafe Payment Processing Solutions, LLC dba Petroleum Card Services
Signature <input checked="" type="checkbox"/> <u>Bhupender Patel</u>	Signature <input checked="" type="checkbox"/> _____
Print Name of Signer: Bhupender Patel	Printed Name: _____
Title: Owner	Title: _____
Date: 7/17/2023	Date: _____
Signature <input checked="" type="checkbox"/> _____	BANK: Wells Fargo Bank, N.A. (a member of Visa USA, Inc. and Mastercard International, Inc.)
Print Name of Signer: _____	By: First Data Merchant Services LLC, pursuant to a limited power of attorney
Signature <input checked="" type="checkbox"/> _____	Signature <input checked="" type="checkbox"/> _____
Print Name of Signer: _____	Printed Name: _____
Title: _____	Title: _____
Date: _____	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 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: NMS Hotels 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):

X 
F4517BDC5DA2447...

Bhupender

Patel

Please Print Name of Signer

Owner

Title

7/17/2023

Date