Hawthorne Payments, LLC
d/b/a Hawthorne Payments
770 Mays Blvd #5122
Incline Village NV 89450
www.gohp.com
800-844-8288
800.449.8012

Merchant Account # ______________________ MCC/SIC: __________

Agent # ______________ Sales Director ______________________________

☐ New Setup ☐ Change of Ownership
☐ Add Location ☐ Change of Business Structure

MERCHANT CARD PROCESSING APPLICATION & AGREEMENT

W9 INFO

Legal Business Name: (As it appears on IRS tax documents):	Address for IRS/Compliance Notices (If different than DBA address given below):		
Taxpayer Identification Number (Must be 9 digits): ☐EIN ☐SSN	City	State	Zip
Type of Ownership: ☐ Sole Prop ☐Corporation ☐LLC ☐Gov't ☐Partnership ☐Tax Exempt ☐Non-Profit	Legal Phone:	Fax Number:	

DBA INFO

Doing Business As Name (As it appears on receipts):	DBA Address (Street address other than PO Box):			
DBA Phone	Business Website:	City	State	Zip
Business Email: (Required)	Business Location: ☐ Store Front ☐ Home ☐Office	Hours of Operation:	Business Open Date:	

BUSINESS INFO

Merchant Type: ☐Retail ☐ Restaurant ☐Government ☐Utility ☐Mail/Phone ☐Prof. Services ☐Retail w/ Tip ☐ Internet ☐Business to Business: B-2-B_____% B-2-C_____%	EMV % _____	Specific Type of Product(s)/Services Sold: ☐ Fulfillment House Used
	Keyed (CP) % _____	Number of days Until Product/Service is delivered:
	eCommerce % _____	Mastercard/Visa/Discover sales: Transactions are settled: ☐ Date of Order ☐ Date of Shipment
Requested Monthly Sales Limit: $	Mail Order % _____ (CNP)	Return Policy: ☐Refund w/in 30 days ☐Exchange Only ☐None ☐Other:
Requested Highest Ticket: $		Who is the applicant's current merchant services provider? (Please provide previous processing statements):
Average Ticket: $	Total % 100	

Would Merchant like to receive American Express marketing materials ☐Yes ☐No*

*By checking 'No' merchant opts out of receiving future commercial marketing communications from American Express. Note that you may continue to receive marketing communications while American Express updates its records to reflect your choice. Opting out of commercial marketing communications will not preclude you from receiving important transactional or relationship messages from American Express.

BENEFICIAL OWNER AND OFFICER INFO

A. The following information for each individual, if any, who, directly or indirectly, through any contract, arrangement, understanding, relationship or otherwise, owns 25% of more of the equity interests of the legal entity or sole proprietorship for which the account is being opened.

Name of Owner:	U.S. Citizen: Social Security Number (SSN): Non-U.S. Citizen: SSN, Passport Number and Country of Issuance[1]	Date of Birth:	Percent Owned: (%)	Residential Address, City, State, Zip:
	☐U.S. Citizen ☐Non-U.S. Citizen			
	☐U.S. Citizen ☐Non-U.S. Citizen			
	☐U.S. Citizen ☐Non-U.S. Citizen			
	☐U.S. Citizen ☐Non-U.S. Citizen			

B. The following information for one individual with significant responsibility for managing the legal entity listed above, such as: An Executive officer or senior manager (e.g. Chief Executive Officer, Chief Financial Officer, Chief Operating Officer, Managing Member, General Partner, President, Vice President, Treasurer); or any other individual who regularly performs similar functions. (If appropriate, an individual listed under section A above may also be listed in this section B.)

Name of Officer/Manager:	Title:	U.S. Citizen: Social Security Number (SSN): Non-U.S. Citizen: SSN, Passport Number and Country of Issuance[1]	Date of Birth:	Percent Owned: (%)	Residential Address, City, State, Zip:
		☐U.S. Citizen ☐Non-U.S. Citizen			

[1] In lieu of a passport number, Non-U.S. persons may also provide a Social Security Number, an alien identification card number, or number and country of issuance of any other government-issued document evidencing nationality or residence and bearing a photograph or similar safeguard. Privacy Policy can be found at www.tsys.com.

Name and Title of person Opening Account who by signing page 4 of this application is certifying (i) that, to the best of his/her knowledge, the information provided in this Beneficial Owner and Officer Info section is complete and correct, and (ii) that the information provided in the W9 Info section, the DBA Info section, and the Business Info section about the legal entity for which the account is being opened is complete and correct.	Name: Title:

SITE SURVEY

Did the agent meet with the business owner in person?	☐Yes ☐No	Under the penalty of perjury and accountability, I hereby certify I personally conducted this premises inspection described above and hereby certify that this business is legitimate and have verified the identification of the above listed principal(s):
Does the business have proper signage clearly indicating the DBA?	☐Yes ☐No	
Does the interior of the business reflect the types of products or services sold?	☐Yes ☐No	
If the site survey was not completed, how was the data sourced? ☐Online Lead ☐Other:		Independent Sales Agent Signature: ______________________
Type of Building	Square Footage: (approximate):	Independent Sales Agent Name: ______________________

Member Bank is not a party to this Section and has no liability related to this Section

COUNTERTOP & WIRELESS

- ☐ PaxA80
- ☐ Surcharge*Card Brand Registration required
- ☐ PaxA920 Max
- ☐ Wi -Fi ☐ Sim Card $15.00 Monthly
- ☐ Surcharge*Card Brand registration required
- ☐ PAX A920 Pro Duo
- ☐ Wi -Fi ☐ Sim Card $15.00 Monthly
- ☐ Surcharge*Card Brand registration required
- ☐ Other:____________________

- ☐ **Ingenico DESK 3500**
- ☐ Surcharge* (Card Brand registration required)
- ☐ **Ingenico DESK 5000**
- ☐ Surcharge* (Card Brand registration required)
- ☐ **Ingenico MOVE 5000**
- ☐ Surcharge* (Card Brand registration required)

- ☐ Tip Line
- ☐ Tip Prompt
- ☐ AVS Prompt ($0.05 per)
- ☐ Server Number
- ☐ Invoice Numbers
- ☐ Gratuity Guide
- ☐ Auto Close: __________
- ☐ AM ☐ PM

- ☐ **Ingenico DESK 1500 Pin Pad**
- ☐ **PAX Q25 EMV Pin pad**
- ☐ **Other:**_____________
- ☐ Swap with $100 encryption fee
- ☐ Purchase: $__________
- ☐ Existing

- ☐ Cash Back
- ☐ EBT: __________ Existing 7 digit EBT Number
- ☐ Cash Benefits (25¢/trans for EBT & Cash Benefits)

* Subject to applicable laws or regulations

☐ Purchase: $ __________ + sales tax ☐ Usage Program ☐ Existing Terminal

The undersigned Merchant agrees to pay Shipping & Handling on the initial shipment of the designated equipment below. Upon request of termination of services prior to the completion of the 36 month equipment commitment, the undersigned Merchant agrees to return all provided equipment to Global Payments within thirty (30) days or will be subjected to the debit for the amount of $395 as cost of provided terminal and $200 for the cost of provided pinpad. Merchant is responsible for any local Sales or Use Tax on the cost of the equipment and will be debited separately once equipment is shipped.

INITIAL HERE ____________ Merchant Initials ____________ Date

GENIUS

GENIUS

☐ Retail ☐ Tip Line ☐ Tip Prompt

☐ **Genius Countertop Bundle**

$79/month (48 -months) X ______= $________

*Bundle Includes Merchant Facing Display Cash Drawer, Printer & PaxA920 Max Device

☐ **Genius Countertop Bundle With CFD**

$79/month (48 -months) X ______= $________

*Bundle Includes Merchant Facing Display & Customer Facing Display,Cash Drawer, Printer & PaxA920 Max Device

☐ **Genius X6** ☐ WiFi ☐ 4G (Additional $10 Monthly Fee Applies)

$35/month (24 -months) X ________ = $________ quantity

☐ **Purchase** $_________ X _______ quantity = $_______

Monthly software: $_________ X ________ quantity = $_______

Sales Tax Rate: _______% ☐ **Added** ☐ **Included**

Auto Close Time: ______________ ☐ **AM** ☐ **PM**

Copy of products/Menu provided: ☐ **Yes** ☐ **No**

GENIUS ADDITIONS

☐ **Ethernet or LAN Thermal Printer**

- ☐ Purchase: $_______ X ______ = $________
- ☐ Monthly: $15______ X ______ quantity = $________

☐ **Bluetooth Barcode Scanner**

- ☐ Purchase: $_______ X ______ = $________
- ☐ Monthly: $15______ X ______ quantity = $________

☐ **Cash Drawer**

- ☐ Purchase: $_______ X ______ = $________
- ☐ Monthly: $3_______ X ______ quantity = $________

☐ GENIUS MOBILE

☐ Retail ☐ Retail w/Tip

EMV Bluetooth Reader ($5/month) (Optional $60 cradle)

☐ Purchase: $_______ X ______ quantity = $_______

GENIUS TSEP

(one TSEP TID/fee required to enable one or more features)

Invoicing:
TSEP Setup $ _________
TSEP Monthly $ ________
Data Protection $ 0.015

Order Ahead:
TSEP Setup $ _________
TSEP Monthly $ ________
Data Protection $ 0.015

Virtual Terminal:
TSEP Setup $ _________
TSEP Monthly $ ________
Data Protection $ 0.015

By initialing, Merchant agrees to POS terms & conditions found at www.TSYS.com/documents. Merchant understands and agrees to TOTAL monthly fee outlined here:

$_______________ Total per month

INITIAL HERE ____________ Merchant Initials

GATEWAY

☐ **Fluid Pay** Gateway/Virtual Terminal

☐ **Other Virtual Terminal or Gateway:**

Product: ______________________________

Cost: $_________/month + ________ ¢ transaction fee

CONVERSION

☐ **Conversion POS** EMV Processing? ☐ YES ☐ NO

Software:_____________________________ Version #:_____________________________

Reseller Contact:_____________________________ Telephone:_____________________________

Reseller Email:____

REFERRAL

Cpay ID or DBA of Referral:____________________

Contact Name:______________________________

Telephone:_________________________________

Affiliate ID:_______________________________

SHIPPING

SHIP TO: (Note: We cannot ship to PO boxes)	SHIP METHOD:	INSTRUCTIONS:
☐ Sales Representative	☐ Priority Overnight	
☐ Merchant Legal Address	☐ Standard Overnight	
☐ Merchant DBA Address	☐ 2-Day Express Delivery	
☐ Other:____________________	☐ 3-Day Express Delivery	
______________________________	☐ Ground	

Member Bank is not a party to this Section and has no liability related to this Section

SCHEDULE OF FEES

TIERED/FLAT PRICING	*PASS-THROUGH PRICING*	*AMERICAN EXPRESS*	*PIN-DEBIT*	*MISCELLANEOUS FEES*
Check Card Rate: __.__ __ %	IC +: 0.__ __ %	Qualified Rate: __.__ __ %	Network Fee: __.__ __ %	Monthly Statement Fee
Qualified Rate: __.__ __ %	Transaction Fee: $ 0.__ __	Mid-Qualified Rate: __.__ __ %	Transaction Fee: $ 0.__ __	Monthly Minimum
Mid-Qualified Rate: __.__ __ %		Transaction Fee: $ 0.__ __	☐ Flat ☐ Pass-through	Per Batch Fee
Non-Qualified Rate: __.__ __ %		*+ 0.50% for manual entry*	*If no pin-debit fees are filled in the default rate of 0.85% + $0.35/trans will be assessed to the account if actual PIN-debit transactions are processed.*	VIP Merchant Club Fee
Transaction Fee: $ 0.__ __		☐ Pass-through		Application & Setup Fee

NON -EMV TRANSACTION FEES and WA State Admin Fee:

Non-EMV Risk Assessment Fee 1% (per transaction)
A Non-EMV Program Fee of $25 per month may be assessed to Merchant if the percentage of non-EMV transactions as a percentage of total transaction is in excess of 10%. Thereafter, Merchant 's percentage of non-EMV transactions will be reviewed on a six-month basis (in February and August), and if the threshold of non-EMV transactions falls below 10%, the fee will be removed.
WA State Admin Fee 1.35% of Merchants Total Monthly Fees

If the Agreement is terminated early during the Initial Term or any Renewal Term for any reason other than for a material, uncured breach by Member Bank, then Merchant agrees to pay Processor an Early Termination Fee (ETF) in accordance with the following: $500 per MID during the initial Term; $500 per MID during any Renewal Term. Merchant agrees that the Early Termination Fee shall also be due to Processor in accordance with the schedule if Merchant discontinues submitting Sales for processing during the Initial Term or any Renewal Term of the Agreement. Merchant agrees that this fee is not a penalty, but rather a reasonable estimation of the actual damages Processor would suffer if Processor were to fail to receive the processing business for the then current term. Paragraph references and capitalized terms not defined in this paragraph are defined in the Terms & Conditions (@ www.tsys.com/documents). Please call our Customer Support team at 800-449-8012 with questions.

INITIAL HERE Merchant Initials: ____

A PCI Annual Compliance Fee of $99.50 will be assessed to the merchant account. If Compliance requirements are not met within the first 2 months of the Agreement, a $19.95 Monthly Non-Compliance fee will be charged to the merchant account, which includes automatic required enrollment to the Card Compromise Assistance Plan, until Compliance is achieved. After compliance is achieved, the Card Compromise Assistance Plan Monthly Fee of $7.95 is optional. Please see Card Compromise Assistance Plan terms at www.tsys.com/documents. Annual PCI Compliance Fee is billed on the January billing statement of each calendar year. Merchants who have signed up less than 60 days from this date are exempt from the said fee for the year. If the combination of the taxpayer identification number & legal name do not match Internal Revenue Services (IRS) records within the first 2 months of the Agreement, a $25.00 Monthly Regulatory and Compliance Support Fee will be charged to the merchant account.

A $25.00 fee will be charged per instance of chargeback and/or retrieval. The following Association-related fees, as adjusted or allocated by Processor, may be assessed to merchant: Assessments, Visa Network Acquirer Processing Fee, Visa International Acquirer Fee (including High Risk), Visa Debit Transaction Integrity, Visa Fixed Acquirer Network Fee, Visa Excessive Authorization Fee, Visa Zero Floor Limit, Visa Misuse of the Authorization System, Visa Integrity, Visa Data Consistency, Visa Credit Voucher, Mastercard Network Access Brand Usage Fee, Mastercard Account Status Fee, Mastercard AVS Card Present Fee, Mastercard AVS Card Not Present Fee, Mastercard Processing Integrity, Mastercard CVC2 Transaction Fee, Mastercard Digital Enablement, Mastercard Safety Net, Mastercard Excessive Authorization Fee, Mastercard Transaction Compliance Fee, Mastercard Nominal Amount Authorization Fee, Discover Data Usage Fee, Discover Network Authorization Fee, Discover PIF, American Express Access & System Processing Fee, All Other Applicable Association Fees. The following fees will also be assessed at Processor rates: the MC (Mastercard) Per Location Fee, and the Total System Services Network fee (TSSNF).

FUNDS TRANSFER: In accordance with the terms set out in the Terms and Conditions, transfer funds will be made to/from the Settlement Account.
AUTHORIZATION FOR AUTOMATIC FUNDS TRANSFER (ACH): The Member Bank (defined on page 1) is authorized to initiate or transmit automatic debit and/or credit entries and/or check entries to the Settlement Account for all services contemplated under this Agreement. Said authority is granted to Member Bank's Processor and their agents. This authority is to remain in effect until Member Bank or its agents receive written notice from Merchant revoking it. You understand that you will be considered the Receiver of all ACH entries submitted hereunder, and agree to comply with all rules and operating guidelines of the NACHA Rules and other relevant clearing house associations which are applicable to Receivers, as the same may be applicable to transactions processed hereunder.

Merchant has indicated which services it is requesting. Merchant agrees that Member Bank and Processor are not a party to any agreement for services from the following companies: American Express (See AMEX T&C @www.TSYS.com/amexterms), Discover Network, and/or PayTrace. and that any such agreements are strictly between Merchant and each individual company. Merchant further agrees and acknowledges that Member Bank is not a party to any agreement for products or services related to gift cards, gift cards customized gift cards or any gift card program mentioned herein including, but not limited to giftcard.TSYS.com. Merchant must be approved by each company and each company may send its agreement to the address of Merchant indicated herein upon such approval. Merchant agrees to be bound by such company's agreement. Discover: By signing below, Merchant, Processor, and TSYS Merchant Solutions, LLC agree to the terms of the TMS Discover Agreement and separately to the TMS American Express Agreement. TSYS Merchant Solutions, LLC is not a party to the Merchant Card Processing Agreement. Merchant must identify all third party agents involved in the payment process that may have access to cardholder data

CONTINUING PERSONAL GUARANTY PROVISION - PERSONAL GUARANTOR(S):

THIS general, absolute, and unconditional continuing Guaranty ("Guaranty") by the undersigned (collectively "Guarantor" or "my" or "I" or "me"), is for the benefit of Processor and/or Member Bank (each a "Guaranty Party" and "Collectively the "Guaranty Parties"). For value received, and in consideration of the mutual undertakings contained in the Merchant Card Processing Agreement and allied agreements ("Agreement") between the Guaranty Parties and Merchant as set forth below, I absolutely and unconditionally guarantee the full performance of all Merchant's obligations to the Guaranty Parties, together with all costs, expenses, and attorneys' fees incurred by any Guaranty Party in connection with any actions, inactions, or defaults of Merchant. I waive any right to require the Guaranty Parties to proceed against other entities or Merchant. There are no conditions attached to the enforcement of this Guaranty. In connection with my company's application for merchant processing services, I authorize the Guaranty Parties, their respective agents or assigns to obtain consumer reports and related information about me from one or more consumer reporting agencies. I understand that obtaining a consumer report about me may affect my credit score with one or more consumer reporting agencies. Pursuant to this authorization, I consent to you obtaining consumer reports about me during the processing and review of the application and if the application is approved, at various times during the term of the merchant agreement for any lawful purpose, including but not limited to: (i) underwriting and verifying information in the application, (ii) authenticating my identity, (iii) assisting with internal modeling and analysis, (iv) maintenance, update, renewal, or extension of the merchant processing services; and (v) mitigating fraud, unauthorized transactions, and other illegal activities. I further authorize you to contact third parties to verify any information in the application and I authorize the release from such third parties of any records necessary to verify information about me. In connection with the purposes above, I authorize you to share all or parts of my consumer reports and any other information gathered pursuant to this authorization with agents, partners, counterparties, affiliates, or any successor-in-interest. I acknowledge and agree I have had an opportunity to review a summary of my rights under the Fair Credit Reporting Act, available here: https://files.consumerfinance.gov/f/201504_cfpb_summary_your-rights-under-fcra.pdf. I agree that this Guaranty shall be governed and construed in accordance with the laws of the state of Georgia, and that the courts located in Muscogee County, Georgia shall have and be vested with personal jurisdiction over me. This is a continuing Guaranty and shall remain in effect until one hundred eighty (180) days after receipt by the Guaranty Parties of written notice by me terminating or modifying the same. The termination of the Agreement or Guaranty shall not release me from liability with respect to any obligations incurred before the effective date of termination. No termination of this Guaranty shall be effected by any change in my legal status or any change in the relationship between Merchant and me. This Guaranty shall bind and inure to the benefit of the personal representatives, heirs, administrators, successors and assigns of Guarantor and the Guaranty Parties.

SIGN HERE

Guarantor Signature	Date	Printed Name of Signer	Title

By their execution below the undersigned parties agree to abide by the Merchant Card Processing Agreement (the "Agreement"). The Agreement consists of the Merchant Application and the Terms and Conditions (a separate attachment hereto), and Merchant acknowledges that it has received and read the terms and conditions at the time of signing. Merchant warrants that the information provided on the Merchant Application is complete and accurate. Merchant authorizes Central Payment Co., LLC d/b/a Global Payments ("Processor) and/or PNC Bank , N.A. ("Member Bank") to provide a copy of this Merchant Application to any third party for the services requested. In connection with my company's application for merchant processing services, I authorize Processor and/or Member Bank, or its agents or assigns, to obtain consumer reports and related information about me from one or more consumer reporting agencies. I understand that obtaining a consumer report about me may affect my credit score with one or more consumer reporting agencies. Pursuant to this authorization, I consent to you obtaining consumer reports about me during the processing and review of the application and if the application is approved, at various times during the term of the merchant agreement for any lawful purpose, including but not limited to: (i) underwriting and verifying information in the application, (ii) authenticating my identity, (iii) assisting with internal modeling and analysis, (iv) maintenance, update, renewal, or extension of the merchant processing services; and (v) mitigating fraud, unauthorized transactions, and other illegal activities. I further authorize you to contact third parties to verify any information in the application and I authorize the release from such third parties of any records necessary to verify information about me. In connection with the purposes above, I authorize you to share all or parts of my consumer reports and any other information gathered pursuant to this authorization with agents, partners, counterparties, affiliates, or any successor-in-interest. I acknowledge and agree I have had an opportunity to review a summary of my rights under the Fair Credit Reporting Act, available here: https://files.consumerfinance.gov/f/201504_cfpb_summary_your-rights-under-fcra.pdf. If applicable, Merchant agrees by its signature below to the Sage Payment Solutions EFT, Inc. (SPS-EFT) POS Guarantee Conversion, POS Conversion, and QSP, all located at https://tsys.com/documents. TSYS Merchant Solutions, LLC is not a party to the Merchant Card Processing Agreement. In witness whereof the parties hereto have caused this Agreement to be executed by their duly authorized representatives effective on the date signed or approved by Member Bank.

SIGN HERE

Principal #1 Signature	Date	Printed Name of Principal #1	Title

SIGN HERE

Principal #2 Signature	Date	Printed Name of Principal #2	Title

VISA DISCLOSURE

BANK DISCLOSURE

Merchant Services Provider Contact Information
Name: Central Payment Co., LLC d/b/a Global Payments
Address: One Heartland Way, Jeffersonville, IN 47130
Website URL: www.TSYS.com
Customer Service Phone Number: 800-449-8012 / 877-269-6970

Member Bank Information: PNC Bank, N.A.
The Bank's mailing address is PNC Bank, N.A., 300 Fifth Avenue, Pittsburgh, PA 15222 and its phone number is (412) 803-711.

Important Member Bank Responsibilities

- The Bank is the only entity approved to extend acceptance of Payment Network products directly to a Merchant.
- The Bank must be a principal (signer) to the Merchant 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.

Important Merchant Responsibilities

- Ensure compliance with cardholder data security and storage requirements.
- Maintain fraud and chargebacks below Payment Network thresholds.
- Review and understand the terms of the Merchant Agreement.
- Comply with Payment Network rules.
- Retain a signed copy of this Disclosure Page.

Merchant Resources

- You may download "Visa Regulations" from Visa's website at: https://usa.visa.com/support/consumer/visa-rules.html
- You may download "Mastercard Rules" from Mastercard's website at: https://www.mastercard.us/en-us/business/overview/support/rules.html

The responsibilities above do not replace the terms of the Merchant Agreement and are provided to ensure the Merchant understands some important obligations of each party and that the Bank is the ultimate authority should the Merchant experience any problems.

Merchant Information

Business Legal Name (Printed):______________________________

Business Address: ______________________________

Business Phone Number: ______________________________

Signature of Business Principal: ______________________________

Name of Business Principal (Printed): ______________________________

Title: ______________________________

Date: ______________________________