

Date _____
 Agent Name _____
 Agent Phone _____
 Agent # _____

2023 CREDIT CARD PROCESSING QUESTIONNAIRE

BUSINESS INFORMATION

Corporate Name (INC/CORP/LLC)		DBA Name (SAME AS ON CC RECEIPT)	
Business Address		City	State Zip
Business Phone	Business Fax	Tax ID	
Website		Email	
Type of Ownership	Business Type	Start Date	
Products or Services Sold			MCC#

OWNERSHIP INFORMATION

Manager? <input type="radio"/> Yes	Owner(1) Name	Title	SS#	Ownership %
Owner(1) Home Address		City	State	Zip
Owner(1) Date of Birth (MM/DD/YY)	Drivers License (DL)	DL State	Home Phone	
Manager? <input type="radio"/> Yes	Owner(2) Name	Title	SS#	Ownership %
Owner(2) Home Address		City	State	Zip
Owner(2) Date of Birth (MM/DD/YY)	Drivers License (DL)	DL State	Home Phone	

BANK INFORMATION

Routing (ABA) #	Account (DDA) #
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PROCESSING INFORMATION

EBT (FSN) #	
Average Ticket	Highest Ticket
Swipe% MOTO% Internet% Total MUST Equal 100% _____ % + _____ % + _____ % = _____ %	Annual MC/VISA/DISC/AMEX Volume Total Volume

TERMINAL INFORMATION

Autobatch? <input type="radio"/> Yes <input type="radio"/> No	Time <input type="radio"/> A.M. <input type="radio"/> P.M.	Tip Adjust? <input type="radio"/> Yes <input type="radio"/> No	Ship To <input type="radio"/> ISO <input type="radio"/> Merchant
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SPECIAL INSTRUCTIONS

Date _____
 Agent Name _____
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2023 MERCHANT PROCESSING AGREEMENT

BUSINESS INFORMATION

Merchant Name (DBA or Trade Name)			Corporate / Legal Name		
Location Address			Corporate Address		
City	State	Zip	City	State	Zip
Business Telephone		Business Email	Contact Telephone		Fax Number

BUSINESS PROFILE & ASSUMPTIONS

Federal Tax ID	Type of Business		Ownership Type	Opening Date	# of Employees
Types of goods or services sold (Please include a copy of return/refund policy)			Website		
Average Ticket (\$)	Highest Ticket (\$)	Annual Visa/MC/DISC/Volume	Swipe% _____ %	MOTO% _____ %	Internet% _____ % % Total MUST NOT exceed 100%

BANK INFORMATION

ABA (Routing #)	DDA (Account #)	Bank Name
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PRINCIPAL(S)

(a) PRINCIPALS: The following information for each individual, if any, who, directly or indirectly, through any contract, arrangement, understanding, relationship or otherwise, owns 25 percent or more of the equity interests of the legal entity listed above: (Please provide copy of driver's license for each signing principal)

(1) Principal Name		Title	(2) Principal Name		Title
Home Address		Ownership %	Home Address		Ownership %
City	State	Zip	City	State	Zip
Home Phone		Drivers License # or Passport # w/ Exp. Date	Home Phone		Drivers License # or Passport # w/ Exp. Date
Social Security #		DOB (MM/DD/YY)	Social Security #		DOB (MM/DD/YY)
(3) Principal Name		Title	(4) Principal Name		Title
Home Address		Ownership %	Home Address		Ownership %
City	State	Zip	City	State	Zip
Home Phone		Drivers License # or Passport # w/ Exp. Date	Home Phone		Drivers License # or Passport # w/ Exp. Date
Social Security #		DOB (MM/DD/YY)	Social Security #		DOB (MM/DD/YY)

(b) MANAGEMENT Complete 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) on the previous page may also be listed in this section (b).

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2023 MERCHANT PROCESSING AGREEMENT

Full Name		DOB (MM/DD/YY)	Is this individual already listed in section (a)? If no, please complete the next section. <input type="radio"/> Yes <input type="radio"/> No	
Home Address		City	State	Zip
Home Phone	Drivers License # or Passport # w/ Exp. Date	Social Security #		DOB (MM/DD/YY)

REFERENCES

Reference Name #1	Contact	Phone	Account Number
Reference Name #2	Contact	Phone	Account Number

BANK DISCLOSURE

Member Bank (Acquirer) Information: Esquire Bank 100 Jericho Quadrangle Suite 100 Jericho, New York 11753 1-516-535-2002	Important Bank Responsibilities: 1. Esquire Bank is the only entity approved to extend acceptance of VISA products directly to a Merchant. 2. Esquire Bank must be a principal (signor) to the Merchant Agreement. 3. Esquire Bank is responsible for educating Merchants on pertinent VISA Operating Regulations with which Merchants must comply. 4. Esquire Bank is responsible for and must provide settlement funds to the Merchant. 5. Esquire Bank is responsible for all funds held in reserve that are derived from settlement.	Important Merchant Responsibilities: 1. Ensure compliance with cardholder data security and storage requirements. 2. Maintain fraud and chargebacks below thresholds. 3. Review and understand the terms of the Merchant Agreement. 4. Comply with VISA Operating Regulations.
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The responsibilities listed above do not supersede terms of the Merchant Agreement and are provided to ensure the Merchant understands some important obligations of each party and that the VISA Member—Esquire Bank—is the ultimate authority should the Merchant have any problems.

Merchant / Owner (Print)	Authorized Signature	Date
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SITE SURVEY

Inventory Maintained On Site Warehouse Off Site Fulfillment Center

Fulfillment Center (FC) Name	FC Address	FC City	FC State	FC Zip
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Was the Off Site location visited? Yes No If No, provide an explanation: _____

Does the amount of inventory on shelves, floor and in warehouse appear consistent with this type of business and credit card volume?
 Yes No If No, provide an explanation: _____

Does location have sufficient staff, telephone lines and other equipment to meet anticipated sales volume?
 Yes No If No, provide an explanation: _____

Does the signage inside and outside match the goods or services sold listed on the application?
 Yes No If No, provide an explanation: _____

Type of Building Office Building, Suite Separate Building Shopping Center/Mall Zoning Commercial Industrial Residential

Square Footage <input type="radio"/> 0-500 <input type="radio"/> 501-1,000 <input type="radio"/> 1,001-2,000 <input type="radio"/> 2,001-4,000 <input type="radio"/> Other:	Attach a minimum of one inside picture and one outside picture
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I hereby verify that I have inspected the business premises of the merchant at this address and the information stated above is correct to the best of my knowledge and belief.

Inspected By (Print Name) _____ Signature _____ Date _____

2023 MERCHANT PROCESSING AGREEMENT

PROGRAM TYPE																
<input type="radio"/> Dual Pricing <input type="radio"/> Surcharging <input type="radio"/> Traditional																
DUAL PRICING PROGRAM - CREDIT						DUAL PRICING PROGRAM - DEBIT										
Consumer %	Merchant %	PIN Debit Network Fees <input type="radio"/> Yes <input type="radio"/> No		PIN Debit Auth \$ _____ (Per Item)		Other Item Rate \$ _____ (Per Item)		Other Volume Rate \$ _____ %		Valor Reverse Total (input card price instead of cash price) <input type="radio"/> Yes <input type="radio"/> No						
SURCHARGE PROGRAM - CREDIT						SURCHARGE PROGRAM - DEBIT										
Consumer (Maximum 3%) %	Merchant %	PIN Debit Network Fees <input type="radio"/> Yes		PIN Debit Auth \$ _____ (Per Item)		Other Item Rate \$ _____ (Per Item)		Other Volume Rate \$ _____ %								
TRADITIONAL PROGRAM																
<input type="radio"/> INTERCHANGE			Discount	Per Item	<input type="radio"/> TIERED			Debit		Qual		Mid		Non		
					Discount		Per Item		Discount		Per Item		Discount		Per Item	
PIN Debit Network Fees <input type="radio"/> Yes <input type="radio"/> No		PIN Debit Auth \$ _____ (Per Item)		Other Item Rate \$ _____ (Per Item)		Other Volume Rate _____ %		MC/VISA/DISC AUTH: \$ _____ (Per Item)		AMEX AUTH: \$ _____ (Per Item)		AUTH AVS: \$ _____ (Per Item)				
Excessive Electronic Auth. \$ _____ (Per Item)			Batch/Capture Fee \$ _____ (Per Item)		AMEX Opt Blue Support Fee \$ _____ %		Setup Fee \$ _____ (Per Item)		Debit Access Fee \$ _____ (Per Item)							
MISC. FEES																
Invalid TIN Fee \$19.99/Month		Annual Fee \$ _____		Chargeback Fee \$ _____ (Per Item)		Retrieval Fee (12BLetter) \$ _____ (Per Item)		NSF Fee \$ _____ (Per Item)		Collection Fee 20% of Uncollected Amount						
EBT Food Stamps # _____		EBT Auth. \$ _____		EBT Tran. \$ _____		Monthly Minimum \$ _____		Merchant Club Fee \$ _____		PCI Annual Fee \$ _____		PCI Non Validation (Monthly) \$19.99				
EBT Valid Certificate Required																
Seasonal Merchant? <input type="radio"/> Yes <input type="radio"/> No								<input type="checkbox"/> Valor Monthly Fee \$ _____		<input type="checkbox"/> Wireless Monthly Fee \$ _____						
If Yes, High Volume Months Open																
<input type="checkbox"/> Discount Collected? <input type="checkbox"/> Daily <input type="checkbox"/> Monthly		IRS Reporting Fee \$ _____ (Per Month)		Terminal Maintenance Program \$ _____ (Per Month)		Monthly Statement Fee \$ _____ (Per Month)		MCC#								
EQUIPMENT/SOFTWARE																
TERMINAL																
Terminal Manufacturer			Terminal Quantity <input type="radio"/> New <input type="radio"/> Repr			Terminal Connection Type <input type="radio"/> IP/Ethernet <input type="radio"/> GPRS <input type="radio"/> WiFi			Engage My Customer Monthly Fee \$ _____			TXN Fee \$ _____				
TERMINAL 2 (OPTIONAL) IF MORE THAN 2 DIFFERENT TERMINALS ARE NEEDED USE THE NOTES SECTION TO REQUEST THE EQUIPMENT																
Terminal Manufacturer			Terminal Quantity <input type="radio"/> New <input type="radio"/> Repr			Terminal Connection Type <input type="radio"/> IP/Ethernet <input type="radio"/> GPRS <input type="radio"/> WiFi			Engage My Customer Monthly Fee \$ _____			TXN Fee \$ _____				
PIN PAD						MOBILE APP										
PIN Pad Manufacturer			PIN Pad Quantity <input type="radio"/> New <input type="radio"/> Repr			ValorPay <input type="radio"/> Yes <input type="radio"/> No			Mobile App Quantity							
POINT OF SALE (POS)						VIRTUAL TERMINAL										
POS Name			POS Quantity <input type="radio"/> New <input type="radio"/> Repr			Virtual Terminal Name			Monthly Fee \$ _____		TXN Fee \$ _____					
VALUE ADDED SERVICES																
AUTOBATCH <input type="radio"/> Yes <input type="radio"/> No If Yes, enter time _____				<input type="radio"/> AM <input type="radio"/> PM		Tip Adjust <input type="radio"/> Yes		Ship To <input type="radio"/> ISO <input type="radio"/> Merchant		Gift cards						

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2023 MERCHANT PROCESSING AGREEMENT

NOTES

EARLY TERMINATION AGREEMENT

Early Terminal Fee Agreement In the event that MERCHANT or ISO terminates this Agreement MERCHANT shall be liable to pay to ISO an EARLY TERMINATION FEE. The EARLY TERMINATION FEE shall be equivalent to the greater of (a) \$2,500; or (b) number of whole months remaining in the TERM hereof at the time of termination multiplied by the amount of FEES paid or payable by the MERCHANT during the month preceding that during which this AGREEMENT was terminated. MERCHANT agrees that this fee is not a penalty, but rather a reasonable estimation of the actual damages that would be suffered in the event of failure to receive the processing business for the then current term. MERCHANT agrees that the EARLY TERMINATION FEE shall also be due if MERCHANT discontinues submitting SALES for processing during the INITIAL TERM or any RENEWAL TERM of the AGREEMENT. The amount of the EARLY TERMINATION FEE maybe deducted from settlements payable to the MERCHANT under this Agreement. Paragraph references and capitalized terms not defined in this paragraph are defined in the attached Terms and Conditions. Any Termination of this Agreement during its first sixty (60) days after its effective date shall not be subject to the EARLY TERMINATION FEE.

PERSONAL GUARANTEE

In consideration of Bank's acceptance of this Agreement, the undersigned Guarantor (jointly and severally if more than one) unconditionally guarantees the performance of all obligations of Merchant to Bank 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 Bank for all funds due from Merchant pursuant to the terms of the Agreement. Guarantor waives any and all rights of subrogation, reimbursement or indemnity derived from Merchant, and further waives any and all rights or defenses arising by reason of any modification or change in the terms of the Agreement whatsoever, including, without limitation, the renewal, extension, acceleration, or other change in the time any payment or other performance there under is due, and / or any change in any interest or discount rate or fee there under. Guarantor confirms that Guarantor, collectively or individually, is a party to the Agreement, and unconditionally and specifically authorizes Bank or their authorized agents, to debit any overdue fees, costs, chargebacks, fines, fees, penalties, expenses or obligations under the Agreement and / or any contractual relationship with Bank from any personal checking account or other account owned or controlled by Guarantor, and further to report any default hereunder on Guarantor's personal Credit Bureau Report. Guarantor agrees to pay all costs and expenses of whatever nature, including attorney fees and other legal expenses, incurred by or on behalf of Bank in connection with the enforcement of this Guaranty.

Guarantor #1 (Print) _____ Signature _____ Date _____
 Guarantor #2 (Print) _____ Signature _____ Date _____

MERCHANT ACCEPTANCE & AGREEMENT

By executing this Merchant Application on behalf of the merchant described above (the "Merchant"), the undersigned individual(s): (I) represent(s) and warrant(s) that all information contained in this Merchant Application is true, correct and complete as of the date of this Merchant Application, and that such individual(s) have the requisite corporate power and authority to complete and submit this Merchant Application and make and provide the acknowledgments, authorizations and agreements set forth below, both on behalf of the Merchant and individually; (II) acknowledge(s) that the information contained in this Merchant Application is provided for the purpose of obtaining, or maintaining a merchant account with Bank on behalf of the Merchant; (III) authorize Bank to investigate the credit of the Merchant and each person listed on this Merchant Application; (IV) agree, on behalf of the Merchant and in the event this Merchant Application is accepted and executed by Bank, to the Fee Schedule set forth above and to the Terms and Conditions included with and incorporated into this Merchant Agreement. Merchant understands that this Agreement shall not take effect until Merchant has been approved by Bank and a merchant number is issued.

Merchant (Legal Name) _____
 Principal 1 _____ Signature _____ Title _____ Date _____
 Principal 2 _____ Signature _____ Title _____ Date _____

ESQUIRE BANK

Esquire Bank (Signature) _____ Name _____ Title _____