

New Submission Checklist

AGENT INFORMATION	
Agent Name & Office:	
Agent Rep Code :	
Agent Relationship Manager:	
Referral Partner (if applicable):	
Agent Email:	
New Merchant Name (DBA):	
Date:	

CHECKLIST		
<input type="checkbox"/>	Executed Domestic Application (or) International Application	
<input type="checkbox"/>	Bank Disclosure Form	(Domestic Only)
<input type="checkbox"/>	New Merchant Setup Form	(Domestic Only)
<input type="checkbox"/>	MOTO & Internet Questionnaire Form	(E-Commerce & Domestic Only)
<input type="checkbox"/>	Promise	(Domestic/ Retail Only)
<input type="checkbox"/>	1 Month Most Recent Processing Statement (Retail)	(If not included please specify)
<input type="checkbox"/>	6 Months Most Recent Processing Statements (High Risk Domestic & International)	_____
<input type="checkbox"/>	3 Months Most Recent Business Bank Statements (High Risk Domestic)	(If not included please specify)
<input type="checkbox"/>	6 Months Most Recent Business Bank Statements (International)	_____
<input type="checkbox"/>	Copy of Photo ID (or) Clear Color Copy of Passport	
<input type="checkbox"/>	Voided Check & (or) Bank Letter	
<input type="checkbox"/>	Articles of Incorporation	
<input type="checkbox"/>	Pictures of: Signage, Interior & Exterior of Business	(Retail Only)
<input type="checkbox"/>	2 Years recent Financials for all Deals with Volume exceeding 100k per month	(Domestic & International)
<input type="checkbox"/>	Addendum/Checklist if applicable: (Credit Repair, Technical Support, Tobacco & Paraphernalia, Collection Policy acknowledgment)	(Domestic Only)



MERCHANT APPLICATION AND AGREEMENT

Merchant # _____

Hierarchy _____

MERCHANT NAME (DBA OR TRADE NAME)			CORPORATE / LEGAL NAME		
LOCATION ADDRESS			CORPORATE ADDRESS		
CITY	STATE	ZIP	CITY	STATE	ZIP
CONTACT TELEPHONE		CONTACT EMAIL ADDRESS		CONTACT TELEPHONE	FEDERAL TAX ID#
CONTACT TELEPHONE		CONTACT EMAIL ADDRESS		FAX NUMBER	FEDERAL TAX ID#
YEARS IN BUSINESS _____	DOES THIS LOCATION CURRENTLY ACCEPT VISA/MASTERCARD/ DISCOVER® NETWORK/AMERICAN EXPRESS®? <input type="checkbox"/> NO <input type="checkbox"/> YES			OWNERSHIP: MUST PROVIDE DOCUMENTATION	
WEBSITE ADDRESS _____	MUST PROVIDE 3 MONTHS PREVIOUS PROCESSOR STMTS			<input type="checkbox"/> INDIVIDUAL / SOLE PROPRIETOR <input type="checkbox"/> PARTNERSHIP <input type="checkbox"/> CORPORATION <input type="checkbox"/> GOVERNMENT <input type="checkbox"/> LLC <input type="checkbox"/> NON-PROFIT (MUST PROVIDE 501C3 LETTER) <input type="checkbox"/> PUBLICLY TRADED <input type="checkbox"/> PA/PC	
WWW. _____	BANK DESCRIPTOR _____			PLEASE CHOOSE MAILING ADDRESS	
NUMBER OF LOCATIONS _____				<input type="checkbox"/> DBA ADDRESS <input type="checkbox"/> LEGAL ADDRESS	
			TYPE OF GOODS OR SERVICES: _____		
			MCC/SIC CODE: _____		

PAYMENT CARD INDUSTRY DATA SECURITY STANDARD: MUST PROVIDE COPY OF SELF ASSESSMENT QUESTIONNAIRE. IF APPLICABLE, MUST PROVIDE CERTIFICATE OF COMPLIANCE.

PRINCIPALS: (Please provide copy of driver's license for each signing principal)

1.PRINCIPAL NAME: FIRST	MIDDLE	LAST	SSN:	% OWNERSHIP	TITLE
HOME ADDRESS			CITY	STATE	ZIP
HOME PHONE		DRIVERS LICENSE NUMBER AND EXP DATE		DATE OF BIRTH	
2.PRINCIPAL NAME: FIRST	MIDDLE	LAST	SSN:	% OWNERSHIP	TITLE
HOME ADDRESS			CITY	STATE	ZIP
HOME PHONE		DRIVERS LICENSE NUMBER AND EXP DATE		DATE OF BIRTH	

HAVE MERCHANT OR OWNERS / PRINCIPALS EVER FILED: <input type="checkbox"/> BUSINESS BANKRUPTCY <input type="checkbox"/> PERSONAL BANKRUPTCY <input type="checkbox"/> NEVER FILED (If yes, please explain)	HAVE MERCHANT OR OWNERS / PRINCIPALS EVER BEEN TERMINATED FROM ACCEPTING BANKCARDS FOR THIS BUSINESS OR ANY OTHER BUSINESSES? <input type="checkbox"/> NO <input type="checkbox"/> YES (If yes, please explain)
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BANK REFERENCE	ACCOUNT #	CONTACT	TELEPHONE NUMBER	FAX NUMBER
TRADE REFERENCE	ACCOUNT #	CONTACT	TELEPHONE NUMBER	FAX NUMBER
TRADE REFERENCE	ACCOUNT #	CONTACT	TELEPHONE NUMBER	FAX NUMBER

SALES METHOD (MUST EQUAL 100%) RETAIL SWIPED _____% KEYED WITH SIGNATURE & IMPRINT _____% MAIL/PHONE _____% (KEYED WITHOUT SIGNATURE & IMPRINT) (INBOUND CALLS _____% / OUTBOUND CALLS _____%) INTERNET _____% ACH _____% Stock Symbol _____	BANK ACCOUNT INFORMATION ATTACH VOIDED CHECK FOR THE CHECKING ACCOUNT WHERE FUNDS ARE TO BE DEPOSITED. ROUTING NUMBER _____ ACCOUNT NUMBER _____
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SITE INSPECTION SURVEY Inventory maintained: On site Warehouse off site Fulfillment center, provide name & address _____

Was the off site location visited? Yes No If No, please provide 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, please explain: _____

Does location have sufficient staff, telephone lines and other equipment to meet anticipated sales volume? Yes No If no, please explain: _____

Does the signage inside and outside match the goods or services sold listed on the application? Yes No If no, please explain: _____

Type of Building: Office Bldg. Suite Separate Bldg Shopping Center/Mall Residence-Home or Apt. Other: _____

Zoning: Commercial Industrial Residential Sq. Footage of Business: 0-500 501-1000 1001-2000 2001-4000 Other _____ (est. sq. ft.)

Merchant: Owns Leases Name & address Landlord/ Mgt. Co: _____ ATTACH MINIMUM OF ONE INSIDE PICTURE, ONE OUTSIDE PICTURE.

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: _____

ADDITIONAL CARD TYPES

AMERICAN EXPRESS: If you desire to participate in the American Express® OptBlue® Program, please check here:

By signing below, I represent that I have read and am authorized to sign and submit this application on behalf of the entity above and all information I have provided herein is true, complete, and accurate. I authorize American Express Travel Related Services Company Inc (American Express) to verify the information in this application and receive and exchange information about me personally, including by requesting reports from consumer reporting agencies. I authorize American Express to inform me directly or through the entity above of reports about me that American Express has requested from consumer reporting agencies. Such information will include the name and address of the agency furnishing the report. I understand that upon American Express' approval of the entity indicated above to accept the American Express Card the terms and conditions for American Express® Card acceptance (terms and conditions) will be sent to such entity along with a welcome letter. By accepting the American Express Card for the purchase of goods and/or services or otherwise indicating its intention to be bound, the entity agrees to be bound by the terms and conditions.

SIGNATURE _____

DISCOVER: If currently accepting Discover, please provide your Discover Merchant ID: _____

By signing below, I represent that I have read and am authorized to sign and submit this application on behalf of the entity above and all information I have provided herein is true, complete, and accurate. I authorize Discover to verify the information in this application and receive and exchange information about me personally, including by requesting reports from consumer reporting agencies. I authorize Discover to inform me directly or through the entity above of reports about me that Discover has requested from consumer reporting agencies. Such information will include the name and address of the agency furnishing the report. By accepting the Discover Card for the purchase of goods and/or services or otherwise indicating its intention to be bound, the entity agrees to be bound by the terms and conditions.

SIGNATURE _____

SCHEDULE OF FEES

VISA®/MasterCard®/Discover® Regulated Check Card . . . _____% + _____¢ Transaction	Third Party Authorization Fee \$0.20 per Transaction
<input type="checkbox"/> American Express Card® _____% + _____¢ Transaction	Debit Gateway (monthly) \$5.00 only applies with use of pin-pad Semi-
Pin Debit Card Transaction Fee. . . \$0.35	Annual Technology Update/Compliance Fee \$ _____
Batch Header \$0.25	Monthly Minimum Fee \$25.00 (Visa/MasterCard/Discover/AXP Discount)
Monthly Service Fee. \$ _____	Wireless Transactions \$25.00 Per Month + \$0.10 Per Transaction
Annual Service Fee \$ _____	eCommerce Monthly Fee. \$ _____ Trans Fee \$ _____
Account Setup Fee (one time) \$ _____	Monthly 100K Data and Breach Protection \$ _____
<input type="checkbox"/> MSP Merchant Club. \$10.00	Voice Authorization Fee \$0.60

Additional charge of .40% for all credit card transactions. Additional charge for all credit and unregulated signature debit cards of 2.35% and \$0.15 of sale amount for all mid qualified transactions and 2.35% + \$0.15 charge for all non-qualified transactions. Mid and non qualified unregulated signature debit card transactions will be surcharged an additional .40%. All rewards cards will bump to a mid qualified transaction. Card association's network transaction fees, assessments and \$0.15 will be charged to the merchant on every transaction. PIN debit network fees include base switch, acquirer, interchange and authorization expenses. Fees of \$25.00 per retrieval request, \$45.00 per chargeback and \$25.00 per returned ACH item. Unregulated signature debit card transactions will process at the corresponding credit card rate unless otherwise specified. Merchant will pay all applicable Card Brand registration fees. This Schedule of Fees does not provide all information pertinent to this Merchant Agreement. Merchant is advised to thoroughly review this Agreement, including the attached terms and conditions, and to contact CMS or Bank with any questions. THIS IS AN AUTOMATICALLY RENEWABLE 24 MONTH MERCHANT CONTRACT. CANCELLATION DURING THE TERM WILL RESULT IN A \$595 EARLY TERMINATION FEE. MERCHANT AGREES TO COMPLY WITH PCI COUNCIL DATA SECURITY STANDARDS (HEREINAFTER DEFINED) WITHIN 90 DAYS AFTER SIGNING THIS AGREEMENT. FAILURE TO DO SO WILL RESULT IN AN ADDITIONAL \$50.00 MONTHLY FEE UNTIL MERCHANT BECOMES COMPLIANT. THE ABOVE SCHEDULE OF FEES IS PREDICATED ON THE BUSINESS':

VISA/MC/DISCOVER MONTHLY SALES VOLUME: \$ _____ AXP MONTHLY SALES VOLUME: \$ _____ AVERAGE TICKET SIZE: \$ _____ HIGHEST TICKET SIZE: \$ _____

MERCHANT ACCEPTANCE AND 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 acknowledgements, 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: _____ Esquire Bank: _____
Print Legal Name of Merchant Business (Signature)

Date: _____
(Name and Title)

Principal 1: _____ Title: _____
(Signature of Principal/Owner)

Principal 2: _____ Title: _____
(Signature of Principal/Owner)

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 attorneys' fees and other legal expenses, incurred by or on behalf of Bank in connection with the enforcement of this Guaranty.

Guarantor #1: _____ Date: _____

Guarantor #2: _____ Date: _____

Bank Disclosure

Member Bank Information

Esquire Bank
320 Old Country Road
Garden City, NY 11503

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.

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 DBA Name

Merchant's Signature

Date

Merchant's Printed Name & Title

Appendix D

MO/TO & Internet Questionnaire

(For Low volume merchants, you may use the standard application questionnaire)

1. What percentage do you sell to: Business ____% Public ____%
2. Do you have a retail location? Yes ____ No ____
3. Do you sell a service or product? Service ____ Product ____
4. Describe Product/Service: _____
5. What percentage of sales will be from:
Mail ____% Internet ____% Telephone ____% Card Present ____%
6. What is the physical address of your business?
Street: _____
State: _____ Zip Code: _____
7. Is the product stored at the above address? Yes ____ No ____
8. If not stored onsite, please provide address where product is held:
Street: _____
State: _____ Zip Code: _____
9. Do you own the product/inventory? Yes ____ No ____
10. Do you sell (check all that apply): Nationally ____ Locally ____
11. Who is your current Card Brand processor? _____
12. How many chargebacks did you have for the previous year? _____
What was the total dollar amount for those chargebacks? \$ _____
13. When is customer charged? Time of order ____ Upon shipment ____
14. How many days from the time of order does it take to deliver merchandise to the customer?
1-7 days: ____ 8-14 days: ____ 14+ days: ____
15. Are any other companies involved with accepting, shipping, or fulfilling the service or product, or the billing of the customer (i.e. fulfillment house)?
Yes ____ No ____
16. If yes, who are they and what do they do? Please provide the company's name, address and telephone number: _____

17. How do you advertise? (Catalogs, magazines, TV, Internet, etc. List all that apply): _____

18. Please describe your refund policy: _____

New Merchant Set-Up Form

MSP Agent Name _____

Merchant Profile

Business Name: _____ Owners Name: _____

Address: _____ City: _____ ST _____ Zip _____

Phone _____ Alternate # _____

Merchant Terminal Profile

Restaurant Retail with Tips If tips, How many tip users _____

New Set-Up _____ Reprogram _____, If reprogram, Terminal Type _____

Info Required for Nurit terminal reprograms: Model # _____ Terminal S/N _____

Is merchant accepting debit? _____ if yes, current pin pad model _____

If accepting EBT FNF# _____ Manual or Auto batch, if auto, what time _____

Daily or Monthly Billing Accepting AMEX

Connection Type

IP, if IP is connection Dynamic or Static. If static: Gate # _____ IP address _____

DNS 1 _____ DNS 2 _____ Subnet Mask _____

OR

Dial-Up, if dial up, Is an 8 or 9 required to dial out? No 8 9

If dial-up what is the Phone Service Provider: _____

Additional comments and/or P.O.S. info:

Terminal Installation appointment (This portion for MSP branch use)

Install Date/ Time: _____ Contact: _____ Rep: _____