



**MERCHANT APPLICATION AND AGREEMENT**

INTERNAL USE ONLY

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	FAX NUMBER	FEDERAL TAX ID#
YEARS IN BUSINESS _____	DOES THIS LOCATION CURRENTLY TAKE VISA/MASTERCARD/DISCOVER@NETWORK? <input type="checkbox"/> NO <input type="checkbox"/> YES  CURRENT PROCESSOR _____  <b>MUST PROVIDE 2 MONTHS PREVIOUS PROCESSOR STMTS</b>		AVERAGE TICKET \$		TYPE OF GOODS OR SERVICES:
WEBSITE ADDRESS WWW. _____			MONTHLY VOLUME \$		
# OF LOCATIONS _____			PLEASE CHOOSE MAILING ADDRESS: <input type="checkbox"/> DBA ADDRESS <input type="checkbox"/> LEGAL ADDRESS		MCC/SIC CODE: _____

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

<b>OWNERSHIP: MUST PROVIDE DOCUMENTATION</b> <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	<b>LOCATION:</b> BUILDING TYPE: <input type="checkbox"/> SHOPPING CENTER <input type="checkbox"/> OFFICE BUILDING <input type="checkbox"/> INDUSTRIAL BUILDING <input type="checkbox"/> RESIDENCE MERCHANT: <input type="checkbox"/> OWNS <input type="checkbox"/> RENTS AREA ZONED: <input type="checkbox"/> COMMERCIAL <input type="checkbox"/> INDUSTRIAL <input type="checkbox"/> RESIDENTIAL SQUARE FOOTAGE: <input type="checkbox"/> 0-500 <input type="checkbox"/> 501-2500 <input type="checkbox"/> 2501-5000 <input type="checkbox"/> 5000-10,000 <input type="checkbox"/> 10,000+
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**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:			
3.PRINCIPAL NAME: FIRST	MIDDLE	LAST	SSN:	% OWNERSHIP:	TITLE:
HOME ADDRESS:		CITY:	STATE:	ZIP:	HOME PHONE:
DRIVERS LICENSE NUMBER AND EXP DATE:		DATE OF BIRTH:			
4.PRINCIPAL NAME: FIRST	MIDDLE	LAST	SSN:	% OWNERSHIP:	TITLE:
HOME ADDRESS:		CITY:	STATE:	ZIP:	HOME PHONE:
DRIVERS LICENSE NUMBER AND EXP DATE:		DATE OF BIRTH:			

**(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 above may also be listed in this section

FIRST	M	LAST	TITLE	Is this individual already listed in section (a)? Yes <input type="checkbox"/> No <input type="checkbox"/> If No, please complete the next section	
HOME ADDRESS			CITY	STATE	ZIP
HOME PHONE	DRIVERS LICENSE NUMBER / PASSPORT NUMBER & EXP DATE		DATE OF BIRTH	SSN:	

HAVE MERCHANT OR OWNERS / PRINCIPALS EVER FILED:  
 BUSINESS BANKRUPTCY    PERSONAL BANKRUPTCY    NEVER FILED  
 (If yes, please explain): \_\_\_\_\_

HAVE MERCHANT OR OWNERS / PRINCIPALS EVER BEEN TERMINATED FROM ACCEPTING  
 BANKCARDS FOR THIS BUSINESS OR ANY OTHER BUSINESSES?  
 NO    YES (If yes, please explain): \_\_\_\_\_

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 AND IMPRINT \_\_\_\_\_ %  
 MAIL/PHONE \_\_\_\_\_ % (KEYED WITHOUT SIGNATURE AND IMPRINT)   ACH \_\_\_\_\_ %  
 (INBOUND CALLS \_\_\_\_\_ % / OUTBOUND CALLS \_\_\_\_\_ %)   Internet \_\_\_\_\_ %

**BANK ACCOUNT INFORMATION:**  
**ATTACH VOIDED CHECK FOR THE CHECKING ACCOUNT WHERE FUNDS ARE TO BE DEPOSITED:**

ROUTING NUMBER \_\_\_\_\_  
 ACCOUNT NUMBER \_\_\_\_\_

**SERVICE ACCEPTANCE | FEE SCHEDULE AND OTHER CARD TYPES**

**Request to Accept Card Types**

Visa Credit    Discover Network    MasterCard Credit    PIN Debit  
 Visa Debit    AMEX Network    MasterCard Debit

**Select VI/MC/Discover Network Discount Plan**   **Assessments & Brand Fees**    Billed Separately  
 PayLo   **Requested Discount Payment Method**    Daily    Monthly

**DISCOUNT FEES: Visa, MasterCard, Discover, AMEX, Pin Debit**   **American Express OPT Blue or AMEX Direct**

Flat Rate	%	Per: Item
Flat Rate =		
Debit Flat Rate		

**Opt Blue Discount Plan:**  
 Tiered Basic  
 Pass Through Program Pricing  
 Flat Rate

**AMEX Direct**  
 Order New # Existing SE #: \_\_\_\_\_  
 Use Existing CAP #: \_\_\_\_\_  
 (Flat fee of \$7.95 or Discount Rate may apply)

Association fees may be passed through to the merchant. Fees include, but are not limited to, Visa's FANF and APF, Acqr ISA and MasterCard's NABU, Acqr Support, Cross Border Fee and Discover IPF, ISF, Data Usage, AMEX Network, AMEX Non-Swipe, AMEX downgrade, Assessments (MC, Visa Credit, Visa Debit, Discover, MC > \$1,000), MC AVS Acqr Access (CNP), MC AVS Acqr Access, MC License, MCKiloByte, Visa AFD Partial Auth. Non Participant, Visa File Transmission, MC CVC2, DISC Network Auth, Visa Acqr Processing (CR), Visa International Acqr, Visa Acqr International Service Assessment, Visa Misuse Auth, Visa Zero Floor, MC Digital Enablement, MC Reversal, Visa Return Data Processing (CR & DB), Visa Acqr Data Processing (Debit), Visa Tran Integrity, Visa Network Part CP, Visa Network CNP. Association fees are set by Associations and are subject to change from time to time

**Other Fees**

Pin Debit \$ \_\_\_\_\_ EBT \$ \_\_\_\_\_ FC# \_\_\_\_\_ Statement Fee \$ \_\_\_\_\_ Gov't Compliance \$ \_\_\_\_\_ Annual Fee \$ \_\_\_\_\_  
 PCI NonCompliance \$ \_\_\_\_\_ Tin Mis-Match \$ \_\_\_\_\_ (until validated) Chargeback Fee \$25.00 (Per Occurrence) Retrieval Fee \$ \_\_\_\_\_ (Per Occurrence)  
 ACH Reject Fee \$25.00 (Per Occurrence) Monthly Minimum Fee \$ \_\_\_\_\_ PayLo Program Fee \$ \_\_\_\_\_

**Next Day Funding**

Next Day Funding\* \_\_\_\_\_ of processing volume: \*NDF is subject to approval and all POS Device batch(es) must be closed by 9pm EST/6pm PST Monday-Friday. All payments are provisional and are subject to, including but not limited to: additional fees, charge-backs, withholding, set off, security and reserve rights. Esquire Bank will not be liable for any delay in receipt of funds, fees for any delays, or errors in debit and credit entries caused by third parties, including but not limited to, any Association or your financial institution.

In the event that this Agreement is terminated early, Merchant will be responsible for the payment of a \$ \_\_\_\_\_ Early Termination Fee in accordance with Part IV, Section A3 of the Merchant Program Guide.

**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:** \_\_\_\_\_  
 Print Legal Name of Merchant Business

**Date:** \_\_\_\_\_

**Principal 1:** \_\_\_\_\_ **Title:** \_\_\_\_\_  
 (Signature of Principal/Owner)

**Principal 2:** \_\_\_\_\_ **Title:** \_\_\_\_\_  
 (Signature of Principal/Owner)

**Esquire Bank:**  
 \_\_\_\_\_  
 (Signature)  
 \_\_\_\_\_  
 (Name and Title)  
**SignaPay, LTD.:**  
 \_\_\_\_\_  
 (Signature)  
 \_\_\_\_\_  
 (Name and Title)

**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:** \_\_\_\_\_

**PLEASE DESCRIBE YOUR REFUND/RETURN POLICY:**

\_\_\_\_\_

**PLEASE LIST ALL THIRD PARTY PAYMENT PROCESSORS MERCHANT DOES BUSINESS WITH, I.E. VARS, GATEWAYS AND ANY OTHER PARTY THAT TOUCHES CARDHOLDER DATA:**

\_\_\_\_\_

\_\_\_\_\_

SITE INSPECTION SURVEY: Inventory maintained: on site warehouse off site fulfillment center, provide name & address \_\_\_\_\_

Was the off site location visited? yes no, 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, explain: \_\_\_\_\_

Does location have sufficient staff, telephone lines and other equipment to meet anticipated sales volume?

Yes No If no, explain: \_\_\_\_\_

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

Type of Building Office Bldg. Suite Separate Bldg Shopping Center/Mall Residence-home or Apt. Other - \_\_\_\_\_

Zoning: Comm'l 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: \_\_\_\_\_

**CHECKLIST:**

Did the merchant complete the entire application?

Did the merchant provide all requested supporting documentation?

Personal tax return if in business less than 1 year, copy of drivers license of each principal, Articles of Incorporation or business license, three months of merchant statements, voided check, picture of front of business (Missing information will delay the approval process.)

Please explain why any of the supporting documentation is missing: \_\_\_\_\_

Were the rates/additional fees filled in on the application?

Did the appropriate principals sign and date the application?

Was the resolution filled out correctly and signed?

Was the site inspection survey filled out? Was a picture of the merchant location provided?

**UNDERWRITING**

APPROVED  DECLINED REVIEWED BY: \_\_\_\_\_ DATE SUBMITTED TO BANK: \_\_\_\_\_ MC CODE: \_\_\_\_\_ SALES REP: \_\_\_\_\_

Initials \_\_\_\_\_

## **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's Signature**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Merchant's Printed Name & Title**



# MERCHANT SERVICES AMENDMENT - CASH DISCOUNT PROGRAM

This Merchant Services Agreement (hereinafter referred to as the "Card Payment Discount Program" is made this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between SignaPay LTD having its principal offices at 4100 W. Royal Lane, Suite 150, Irving, Texas 75063 and: (Merchant) \_\_\_\_\_ having its place of business at (Address) \_\_\_\_\_ .

WITNESS WHEREOF the parties have executed this Agreement by a duly authorized representative as of the date first set forth above both parties agree: Merchant desires to participate in SignaPay Card Payment Discount Program and WHEREAS, SignaPay is engaged as the "Payment Services Provider" is in the business of processing, installing, operating, servicing, and/ or selling Point-of-Sale Terminal products, proprietary electronic interfaces, and electronic transaction processing which will provide debit and credit card processing services on an exclusive basis, hereinafter referred to as "Processing Services". Card payment processor settlement services shall be provided directly by third party processor vendor TSYS. The purpose of this Agreement is to set forth the terms and conditions under which SignaPay may establish merchant accounts (using the information provided by merchant) for both credit and/or debit transactions and pay on behalf of Merchant specifically card-present base interchange processing costs and per item interchange transaction fees, excluding the following fees: Visa (FANF) Fixed Acquirer Network Fee, MasterCard (MALF) Acquiring Licensing Fee, Visa/MC Credit Acquirer Fees, Chargeback sale amounts, Chargeback-Retrieval fees, Non-Swiped Keyed, Telephone transaction fees, Dues & Assessments, International, Foreign, B2B, and commercial card transaction fees, and any additional ancillary fees which may be imposed. In addition Merchant agrees to pay \_\_\_\_\_ cents or \_\_\_\_\_ % per card payment transaction billed daily or monthly. Merchant agrees to not let any person or company (other than SignaPay ) interfere with the operation of the terminal equipment or card payment processing services, nor install or allow to have installed any other debit or credit card processing equipment on the premises during any term of this agreement.

**1. SignaPay Establishment of Services.** In the event SignaPay elects to replace equipment, Merchant may be required to package defective equipment for a courier service to pick up and Merchant may be required to pay delivery freight expenses for the equipment replacement. SignaPay will provide at no charge and Merchant agrees to install and place public disclosure signage at the point-of-sale in a clear and conspicuous location disclosing the Card Payment Discount Program. Disclosure signage shall remain visible to the public during the term or any renewal of this agreement. Merchant agrees to install replacement signage and/or window sticker decals as required by SignaPay.

**2. SignaPay Product Pricing, Discounts, and Customer Service Fee.** As stated on the disclosure signage Merchant agrees as part of its regular, standard, list product pricing that a "Customer Service Charge" (CSC) will be established and assessed on all sales including cash, checks, credit & debit cards, etc. Merchant agrees to establish the initial Customer Service Charge amount of \_\_\_\_\_ (% or \$). Through the use of SignaPay proprietary payment terminal software Merchant agrees to apply an immediate automatic discount to its customers who choose to pay with cash or check. No discount will be given to customers paying by credit or debit card. All individual posted product pricing will be the net price after the discount is applied. In the event the monthly average card sale amount is greater than the initial amount indicated in the merchant application documentation then merchant agrees to increase the Customer Service Fee as required by SignaPay or pay the difference as an increase in the Customer Service Charge.

**3. SignaPay Obligations of Retail Client.** It is understood that Merchant has hereby appointed SignaPay as its exclusive agent to deal with all service providers in matters regarding establishment of services for the term and any renewal periods of this contract including establishing a merchant account using all information provided including the transfer of original signatures. For all amounts owed Merchant authorizes SignaPay, DTI, and/or its Bank to initiate ACH debit and credit entries to the Merchant's checking or savings account as indicated on the Merchant Processing Application and Agreement. Merchant may cancel or transfer to another bank this method of billing with ten (10) days prior written notice to SignaPay. Merchant agrees - to NOT provide cash back, extra cash, change, or any other form of additional funds which cause the total card payment transaction sale amount to increase in value beyond the initially established average sales ticket amount. For all amounts owed Merchant authorizes SignaPay, DTI, and/ or its Bank to initiate ACH debit and credit entries to the Merchant's checking or savings account as indicated on the Merchant Processing Application.

**4. Term.** The term of this Agreement is three (3) years from the date of complete installation of all Equipment for all Locations covered by this Agreement. Unless otherwise notified in writing and said notice has been delivered ten (10) days prior to expiration to SIGNAPAY at the above listed address by US Certified Mail this Agreement shall automatically renew for continuous one (1) year periods without further notice or action. If this agreement is canceled prior to the current expiration period a \$495 cancellation fee will be assessed.

**5. SignaPay Discount Program Parameters, Modifications, Program Guide, and Merchant Processing Application (MPA).** Merchant acknowledges it has reviewed and accepts the terms of this agreement and the Merchant Processing Application either online or by hard copy and the Program Guide has been made available for review and that SignaPay has the authority on behalf of the Merchant to complete the Merchant Processing Application and establish services including the transfer of original signatures to the merchant application and other docs. A \$\_\_\_\_\_ monthly charge will apply to accounts on file that are inactive. SignaPay has the authority to increase or lower the Customer Service Charge or any other fees from time to time as business conditions change. Merchant agrees to comply with all network card association rules and polices including maintaining PCI-DSS SECURITY compliance Merchant is required to utilize SignaPay for provision of PCI-DSS SECURITY certification; an annual fee of \$99 per location for PCI compliance will be assessed annually regardless if merchant contracts for PCI with any other provider. Merchants that fail to comply with PCI-DSS security standards will be fined \$19.95 monthly while uncompliant. A \$ \_\_\_\_\_ monthly PayLo Credit Card Program fee will be assessed. Rules and regulations of the debit and credit card payment networks are subject to change and may impose additional fees, which will be assessed to Merchant. Merchant is responsible for reimbursement to SignaPay for any Charge-Back sale amounts that may occur plus a \$25 Charge-Back Fee per occurrence. In the event merchant does not pay any chargeback sales and/or fees SignaPay may submit to a third party collection agency for amounts owed.

**6. Assignments.** This Agreement is assignable by SignaPay without Retail Client's consent. This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns.

**7. Notice.** Any notices required or permitted to be provided by one party to the other pursuant to this Agreement shall be in writing and shall be sufficient and deemed given (i) if by hand delivery, upon receipt thereof, (ii) if mailed, three (3) days after deposit in the mail, postage prepaid, certified mail, return receipt requested, or (iii) if by next day delivery service, upon such service. All notices shall be addressed to the party at the appropriate address first set forth above.

**8. Severability.** If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or otherwise unenforceable, such determination shall not affect the validity or enforceability of any remaining provisions of this Agreement. If any provision of this Agreement is invalid under any applicable statute or rule of law, it shall be enforced to the maximum extent possible so as to affect the intent of the parties, and the remainder of this Agreement shall continue in full force and effect.

**9. No Waiver.** The failure of either party to exercise any right or remedy provided for herein shall not be deemed a waiver of any right or remedy hereunder. No waiver by any party of any breach of any provisions hereof shall constitute a waiver unless made in writing signed by the party.

**10. Headings and References.** The captions used in this Agreement are for convenience only and are not to be considered in interpreting this Agreement.

**11. Entire Agreement.** Each party acknowledges that this Agreement, including any Exhibits annexed hereto, constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes and merges all previous proposals, negotiations, representations, commitments, writings, understandings, agreements, and all other communications, both oral and written, between the parties.

This Agreement may not be modified or altered except by a written instrument executed by a duly authorized representative of each of the parties.

SignaPay LTD

Merchant Signature

Date

Date

