



MERCHANT PROCESSING APPLICATION & AGREEMENT



Merchant Name (Doing Business As) _____ Corporate Name/Legal Name _____
 Location Phone: _____ Fed Tax ID: _____
 (Must match IRS income tax filing name)
 Location Address _____ Business Email: _____
 City: _____ State: _____ Zip: _____ Website Address: _____

☐ Sole Prop ☐ Partnership ☐ C. Corp ☐ Govt. (Local/State/Federal) ☐ 501 c/Tax Ex ☐ LLC/LLP ☐ S. Corp
☐ Retail ☐ Restaurant ☐ Mail/Telephone Order ☐ Other _____ Years in Business _____

Monthly V/MC/DS Sales Volume _____ Card Present Swiped _____% Sales to Consumers _____%
 Average V/MC/DS Ticket Size _____ Card Present Not Swiped _____% Sales to Business _____%
 Products/Services Sold: _____ MOTO _____% Sales to Govt. _____%
 SIC Code: _____

Principals: The following information for each individual, if any, 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)

OWNER | PARTNER | OFFICER 1

Name: _____
 Title: _____
 Percent of Ownership*: _____
 Control Prong** ☐ Yes ☐ No
 Home Address: _____
 City: _____
 State: _____ Zip: _____
 Individual Phone: _____
 Social Security No.: _____
 Date of Birth: _____ Driver's License: _____

OWNER | PARTNER | OFFICER 2

Name: _____
 Title: _____
 Percent of Ownership*: _____
 Control Prong** ☐ Yes ☐ No
 Home Address: _____
 City: _____
 State: _____ Zip: _____
 Individual Phone: _____
 Social Security No.: _____
 Date of Birth: _____ Driver's License: _____

BANKING ACCOUNT INFORMATION (Must be a checking account. Savings accounts are not permitted.)

Bank Name: _____ Routing #: _____ Account #: _____

Fee Schedule

Visa/MC/Disc/Amex/Credit/Check Card Discount Rate: _____ PayLo Flat Rate Transaction Fee: _____

PayLo Program Fee	\$ 0.00	Wireless Fee	\$ _____	Retrieval Fee	\$ 35.00
Monthly Minimum	\$ 30.00	PCI Non-Compliance	\$ 29.95	<input type="checkbox"/> Next Day Funding	\$ _____
Annual Fee	\$ 0.00	ACH Reject Fee	\$ 35.00	Early Termination Fee	\$ 495.00
EBT/FCS#	\$ _____	Chargeback Fee	\$ 35.00		

Merchant Bene its Club: I understand the Merchant Benefits Club Program and would like to opt into the program that will include equipment support and replacement per terminal/ peripheral as well as supplies for \$19.95 per month. Initials: _____ For more information go to: <https://signapay.com/mbc>

Please list all third party payment processors merchant does business with, I.E. VARS, Gateways and any other party that touches cardholder data:

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 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, and represent that such individual(s) have the authority to authorize, Bank and/or SignaPay, Ltd. (individually and collectively, "Provider") to make whatever inquiries Provider deems appropriate to investigate data obtained herein for the purpose of processing Merchant's transactions or any other purpose required by law, including requesting reports from credit bureaus or credit reporting agencies, and to make reports to such credit bureaus or credit reporting agencies to the extent permitted by law; (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 and located at www.signapay.com/paylobank. By signing above, Merchant acknowledges that it has received and understands the Merchant Agreement Terms and Conditions bearing the document number reflected on this Application. Merchant understands that this Agreement shall not take effect until Merchant has been approved by Bank and a merchant number is issued. The absence of any signature by Provider shall not affect the validity of this Agreement, which shall become effective consistent with Section 4 of the Terms and Conditions.

Merchant Signatures

OWNER | PARTNER | OFFICER 1

DATE

OWNER | PARTNER | OFFICER 2

DATE

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 Provider 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 Provider 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 Provider 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 Provider 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 Provider in connection with the enforcement of this Guaranty.

GUARANTOR #1 OWNER | PARTNER | OFFICER 1

DATE

GUARANTOR #2 OWNER | PARTNER | OFFICER 2

DATE

Bank Disclosure

Member Bank Information

Esquire Bank NA

100 Jericho Quadrangle, Ste 100 | Jericho, NY 11753

Important Bank Responsibilities

1. Esquire Bank NA is the only entity approved to extend acceptance of VISA products directly to a Merchant.
2. Esquire Bank NA must be a principal (signor) to the Merchant Agreement.
3. Esquire Bank NA is responsible for educating Merchants on pertinent VISA Operating Regulations with which Merchants must comply.
4. Esquire Bank NA is responsible for and must provide settlement funds to the Merchant.
5. Esquire Bank NA 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 NA - is the ultimate authority should the Merchant have any problems.

Merchant Name

Bank Signature

MERCHANT NAME (PRINTED)

OFFICER NAME (PRINTED)

SIGNATURE

SIGNATURE

DATE

DATE

G5 @G'C: : 79-B: CFA5HCB

Sales / ISO Office #	900633
Sales Office Name	Bizzash Buisness Solutions/bizzash.cash
Sales Rep Name	
Sales Rep ID	
Contact Phone #	
Order type:	Reprogram Sale Lease Placement

A9F7<5BH-B: CFA5HCB

DATE _____

DBA Name	_____
Corporate Merchant ID #	_____
Contact Phone #	_____
MID#	_____
Address	_____
City	_____ State _____ Zip _____

EQUIPMENT DETAILS

X Locked

All equipment will be billed at SignaPay's current price.

Deployment

Model	Order Type	Network	IP/DIAL/WIFI/GPRS	Wireless Data Plan	QTY
1		TSYS			
2		TSYS			
3		TSYS			
4		TSYS			

; 5H9K5M89H5-@G

PAYHUB+	
PayLo	Safe
Mobile	Invoice Mgr
QuickBooks	Hosted Payment Page
ACH	

Other Gateway:	NMI	AUTHORIZE.NET	OTHER _____
Mobile	Token	VT	Monthly Fee \$ _____
QuickBooks	Invoice Mgr	Retail	Transaction Fee \$ _____
ACH	3rd Party API	eCommerce	Batch Fee \$ _____
			Activation Fee \$ _____

Additional Gateway Features: _____

SHIPPING

Equipment will be sent to address above unless otherwise noted below.	Delivery Type:	UPS Ground	Overnight
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Special Instructions/Alternate Shipping Address

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File Build Type

Note: AutoClose set at 1 AM local time on non-restaurant MID's unless changed below.

EBT: _____	Industry Type: _____
NDF: _____	Servers: _____
AMEX: <u>Yes</u>	Tip Line: _____
AVS/CVV2: _____	Tip Prompt: _____
AutoClose: _____ Time: _____	
PayLo Customer Service Fee: _____ % or \$ _____	

PAYMENT METHOD

Bill Equipment to: Merchant Agent

Accounting

Bank Draft Name on Account _____ ABA Routing # _____ Account # _____ Partner Signature X _____ Merchant Signature X _____	Credit Card Card Type _____ Name on Card _____ Card Number _____ Expiration Date _____ CVV _____ Address _____ City _____ State _____ Zip _____
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