

BANK DISCLOSURE

DISCLOSURE

Member Bank Information: Esquire Bank
The Bank's Address: 320 Old Country Road, Suite 101
Garden City, NY 11530
Phone: (800) 996-0213.

The responsibilities listed below 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.

BANK RESPONSIBILITIES:

- 1) Esquire Bank is the only entity approved to extend acceptance of Visa directly to a Merchant.
- 2) Esquire Bank is responsible for educating Merchants on pertinent Visa operating regulations with which Merchants must comply.
- 3) Esquire Bank, not the ISO, must hold, administer and control all reserve funds derived from settlement.
- 4) Esquire Bank, not the ISO, must hold, administer and control settlement funds for the Merchant.
- 5) Esquire Bank must be a principal (signer) to the Merchant Agreement.

MERCHANT RESPONSIBILITIES:

- 1) Complying with cardholder data security and storage requirements.
- 2) Maintaining fraud and chargebacks below established thresholds.
- 3) Reviewing and understanding the Merchant Agreement.
- 4) Complying with Visa's operating regulations.



PRINT CLIENT'S BUSINESS LEGAL NAME: _____

By its signature below, Client acknowledges that it received the complete Merchant Terms and Conditions Agreement (v.PW1410) consisting of 24 pages. Client further acknowledges reading and agreeing to all terms in the Merchant Terms and Conditions Agreement, which shall be incorporated into Client's Agreement. Upon receipt of a signed facsimile or original of this Bank Disclosure Page by us, Client's Application will be processed. Client understands that a copy of the Merchant Terms and Conditions Agreement is also available for downloading from the Internet at:

<http://www.paymentworld.com/pdf/TermsConditionsPW1410.pdf>

NO ALTERATIONS OR STRIKE-OUTS TO THE MERCHANT TERMS & CONDITIONS AGREEMENT WILL BE ACCEPTED AND, IF MADE, ANY SUCH ALTERATIONS OR STRIKE-OUTS SHALL NOT APPLY.



CLIENT'S BUSINESS PRINCIPAL SIGNATURE _____

TITLE _____

PRINT NAME _____

DATE (MM/DD/YYYY) _____

FOR OFFICE USE ONLY

ACCEPTED BY PAYMENT WORLD

SIGNATURE _____

TITLE _____

PRINT NAME _____

DATE (MM/DD/YYYY) _____

ESQUIRE BANK, GARDEN CITY, NY

SIGNATURE _____

TITLE _____

PRINT NAME _____

DATE (MM/DD/YYYY) _____

NOTES:

MERCHANT PROCESSING APPLICATION & AGREEMENT

1. MERCHANT INFORMATION

LEGAL NAME OF BUSINESS / IRS FILING NAME (MUST MATCH IRS RECORD)				DBA (DOING BUSINESS AS)			
LOCATION / SITE ADDRESS				CITY		STATE	ZIP CODE
MAILING ADDRESS (IF DIFFERENT FROM LOCATION)				CITY		STATE	ZIP CODE
COMPANY PHONE #	MOBILE PHONE #	FAX #	CONTACT NAME			TITLE	
DESCRIPTOR PHONE # (E-COMMERCE or MOTO), PROVIDE ADDITIONAL INFORMATION IN SECTION #6							
TAX ID		COMPANY WEBSITE ADDRESS (URL)			COMPANY E-MAIL ADDRESS		
BUSINESS TYPE		PUBLIC CORP.		TAX EXEMPT CORP.		STATE FILED	
SOLE PROPRIETORSHIP		PRIVATE CORP.		LIMITED LIABILITY COMPANY		BUSINESS START DATE (MM / DD / YYYY)	
HAS THIS BUSINESS OR ANY ASSOCIATED PRINCIPAL BEEN TERMINATED AS A VISA®/MASTERCARD®/ DISCOVER® NETWORK MERCHANT?		YES <input type="radio"/> NO <input type="radio"/>		HAS MERCHANT OR ANY ASSOCIATED PRINCIPAL DISCLOSED BELOW FILED BANKRUPTCY OR BEEN SUBJECT TO AN INVOLUNTARY BANKRUPTCY?		YES <input type="radio"/> NO <input type="radio"/> PROVIDE DATE, IF "YES" (MM / DD / YYYY)	
DO YOU CURRENTLY ACCEPT VISA/MC/DISCOVER NETWORK? (IF "YES", YOU MUST SUBMIT 3 MOST CURRENT MONTHLY STATEMENTS)		YES <input type="radio"/> NO <input type="radio"/>		YOUR PREVIOUS CARD PROCESSOR		REASON TO CHANGE <input type="checkbox"/> RATES <input type="checkbox"/> SERVICE <input type="checkbox"/> OTHER	
MERCHANT SELLS: (SPECIFY PRODUCT, SERVICE AND/OR INFORMATION)		DO YOU USE ANY THIRD PARTY TO STORE, PROCESS OR TRANSMIT CARDHOLDER'S DATA?		YES <input type="radio"/> NO <input type="radio"/>		IF "YES", NAME OF COMPANY, ADDRESS AND PHONE	
REFUND POLICY FOR VISA/MASTERCARD/DISCOVER NETWORK SALES		REFUND WILL BE GRANTED TO A CUSTOMER AS FOLLOWS >		VISA/MC/DISCOVER NETWORK CREDIT >		0-3 DAYS <input type="radio"/> 8-14 DAYS <input type="radio"/>	
		NO REFUND. ALL SALES FINAL (MERCHANT MUST NOTIFY CUSTOMERS)		EXCHANGE <input type="radio"/> STORE CREDIT <input type="radio"/>		4-7 DAYS <input type="radio"/> OVER 14 DAYS <input type="radio"/>	

2. OWNERSHIP INFORMATION

(LIST PRINCIPALS NAMES THAT OWN COMBINED AT LEAST: 51% FOR CORPORATIONS, 100% FOR PARTNERSHIPS.)

PRINCIPAL NAME (FIRST, ML, LAST)				TITLE		OWNERSHIP (%)	DATE OF BIRTH (MM / DD / YYYY)
1)							
HOME ADDRESS		CITY		STATE	ZIP CODE	HOME PHONE #	
SOCIAL SECURITY #	DRIVER LICENSE #	DR.LIC. STATE/EXP DATE		PERSONAL RESIDENCE		OWN FOR HOW LONG?	
				RENT YRS. MO.			
PRINCIPAL NAME (FIRST, ML, LAST)				TITLE		OWNERSHIP (%)	DATE OF BIRTH (MM / DD / YYYY)
2)							
HOME ADDRESS		CITY		STATE	ZIP CODE	HOME PHONE #	
SOCIAL SECURITY #	DRIVER LICENSE #	DR.LIC. STATE/EXP DATE		PERSONAL RESIDENCE		OWN FOR HOW LONG?	
				RENT YRS. MO.			

3. TRANSACTION INFORMATION

FINANCIAL DATA				VISA / MASTERCARD / DISCOVER NETWORK INFORMATION			
AVERAGE COMBINED MONTHLY VISA/MC/DISCOVER NETWORK VOLUME \$ _____				MERCHANT TYPE			
AVERAGE VISA & MC & DISCOVER NETWORK TICKET \$ _____				<input type="radio"/> RETAIL OUTLET <input type="radio"/> RESTAURANT/FOOD <input type="radio"/> LODGING <input type="radio"/> HOME BUSINESS, TRADE FAIRS <input type="radio"/> OUTSIDE SALES/SERVICE, OTHER, ETC. <input type="radio"/> MAIL/TELEPHONE ORDER ONLY <input type="radio"/> INTERNET			
HIGHEST TICKET AMOUNT \$ _____				NETWORK PROFILE (VISA/MC/DISCOVER)			
<input type="checkbox"/> SEASONAL? > HIGHEST VOLUME MONTHS OPEN > CHECK APPLICABLE MONTHS BELOW <input type="checkbox"/> JAN <input type="checkbox"/> FEB <input type="checkbox"/> MAR <input type="checkbox"/> APR <input type="checkbox"/> MAY <input type="checkbox"/> JUN <input type="checkbox"/> JUL <input type="checkbox"/> AUG <input type="checkbox"/> SEP <input type="checkbox"/> OCT <input type="checkbox"/> NOV <input type="checkbox"/> DEC				SWIPED CREDIT CARDS _____% KEYED CREDIT CARDS _____% TOTAL 100 % MERCHANT RECEIVES IMPRINT ON KEYED TRANSACTIONS <input type="radio"/> YES <input type="radio"/> NO			
MAIL / TELEPHONE ORDER / BUSINESS TO BUSINESS INFORMATION (ALL QUESTIONS MUST BE ANSWERED BY APPLICABLE TYPE OF MERCHANTS)							
WHAT % OF TOTAL SALES REPRESENT BUSINESS TO BUSINESS (VS. BUSINESS TO CONSUMER)				B2B _____ % + B2C _____ % = 100% TOTAL SALES			
WHAT % OF CREDIT/DEBIT CARD SALES REPRESENT BUSINESS TO BUSINESS (VS. BUSINESS TO CONSUMER)				B2B _____ % + B2C _____ % = 100% TOTAL SALES			
WHAT IS THE TIME FROM TRANSACTION TO DELIVERY? (% OF ORDERS DELIVERED IN DAYS)				VISA/MASTERCARD/DISCOVER NETWORK SALES ARE DEPOSITED ON (CHECK ONE)			
0 - 7 DAYS _____ % + 8 - 14 DAYS _____ % + 15 - 30 DAYS _____ % + OVER 30 DAYS _____ % TOTAL 100 % DELIVERED				<input type="radio"/> DATE OF ORDER <input type="radio"/> DATE OF DELIVERY <input type="radio"/> OTHER _____			
				WHO PERFORMS PRODUCT/SERVICE FULFILLMENT?			
				<input type="checkbox"/> DIRECT <input type="checkbox"/> VENDOR (PROVIDE NAME/ADDRESS/PHONE) _____ <input type="checkbox"/> OTHER _____			

4. TRADE REFERENCE

VENDOR	ACCOUNT #	CONTACT NAME	PHONE #
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5. CREDIT / DEBIT AUTHORIZATION

BANK NAME _____

BANK ROUTING # _____

BANK ACCOUNT # _____

MERCHANT hereby authorizes SERVICERS in accordance with this MERCHANT Processing Agreement to initiate debit/credit entries to MERCHANT'S checking account, as indicated below. The authority is to remain in full force and effect until (a) SERVICERS have received written notification from a MERCHANT of its termination in such a manner as to afford SERVICERS reasonable opportunity to act on it; and (b) all obligations of MERCHANT to SERVICERS that have arisen under this Agreement have been paid in full. This authorization extends to such entries in such account concerning processing fees, lease, and rental or purchase agreements for POS terminals and/or accompanying equipment and/or check guarantee fees, and amounts due for supplies and materials.

> **MUST ATTACH VOIDED CHECK FROM THIS ACCOUNT**

6. ADDITIONAL BUSINESS AND SITE INSPECTION INFORMATION (TO BE COMPLETED BY SALES REPRESENTATIVE)

ZONE <input type="radio"/> COMMERCIAL <input type="radio"/> INDUSTRIAL <input type="radio"/> RESIDENTIAL	APPROX. SIZE, (SQUARE FOOTAGE) <input type="radio"/> 0-500 SqFt <input type="radio"/> 501-2000 SqFt <input type="radio"/> 2001+ SqFt	MERCHANT LOCATION <input type="radio"/> SHOPPING CENTER <input type="radio"/> OFFICE BUILDING <input type="radio"/> SEPARATE BUILDING	<input type="radio"/> RESIDENCE <input type="radio"/> MOBILE <input type="radio"/> OTHER: _____
THE MERCHANT <input type="radio"/> OWNS <input type="radio"/> RENTS <input type="radio"/> LEASES THE BUSINESS PREMISES	LANDLORD NAME	LANDLORD PHONE #	
DOES THE NAME ON THE STORE FRONT MATCH THE DBA NAME? <input type="radio"/> YES <input type="radio"/> NO > EXPLAIN IF "NO"	IS INVENTORY AND MERCHANDISE DISPLAYED CONSISTENT WITH THE TYPE OF BUSINESS? <input type="radio"/> YES <input type="radio"/> NO > EXPLAIN IF "NO"		
DOES MERCHANT ACCEPT PAYMENT BEFORE THE CUSTOMER RECEIVES PRODUCT/SERVICES? <input type="radio"/> YES > EXPLAIN IF "YES" <input type="radio"/> NO	BUSINESS HOURS FROM _____ A.M. P.M. UNTIL _____ A.M. P.M. CHECK ALL > M-F _____ > _____ 24 HOURS APPLICABLE, > SAT _____ > _____ CHECK A.M. OR P.M. > SUN _____ > _____		
ADVERTISING METHOD(S): CHECK ALL THAT APPLY <input type="radio"/> NEWSPAPERS <input type="radio"/> MAGAZINE <input type="radio"/> YELLOW PAGES <input type="radio"/> INTERNET <input type="radio"/> RADIO <input type="radio"/> TV <input type="radio"/> OTHER	REQUIRED: ATTACH MARKETING MATERIALS FOR ALL MAIL ORDER, B2B, INTERNET BUSINESSES WITH OVER \$1MILLION IN ANNUAL VOLUME. ATTACH WEB PAGE PRINTOUT FOR INTERNET MERCHANTS.		
MERCHANT TIME ZONE <input type="radio"/> PACIFIC <input type="radio"/> EASTERN <input type="radio"/> CENTRAL <input type="radio"/> MOUNTAIN <input type="radio"/> HAWAII	SETTLEMENT <input type="radio"/> STANDARD CUT-OFF TIME 23:59 P.M. <input type="radio"/> ALTERNATIVE CUT-OFF TIME > _____ A.M. P.M.		
I HEREBY CERTIFY THAT I HAVE PHYSICALLY 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.			
X _____ SIGNATURE			
_____ INSPECTED BY (PRINT NAME)			
_____ DATE (MM/DD/YYYY)			

7. EQUIPMENT

TERMINAL > MODEL _____	QNTY _____	CHECK READER > MODEL _____	QNTY _____
PIN-PAD > MODEL _____	QNTY _____	MISC. > MODEL _____	QNTY _____
SOFTWARE > MODEL _____	QNTY _____	OTHER > MODEL _____	QNTY _____

8. NETWORK ACCEPTANCE

8.1. AMERICAN EXPRESS®

DISCOUNT RATE

By signing below, I represent that I have read and am authorized to sign and submit this application for the above entity which agrees to be bound by the American Express® Card Acceptance Agreement ("Agreement"), and that all information provided herein is true, complete, and accurate. I authorize Payment World, LLC ("PW") and American Express Travel Related Services Company, Inc. ("AXP") and AXP's agents and Affiliates to verify the information in this application and receive and exchange information about me personally, including by requesting reports from consumer reporting agencies, and disclose such information to their agent, subcontractors, Affiliates and other parties for any purpose permitted by law. I authorize and direct PW and AXP and AXP agents and Affiliates to inform me directly, or through the entity above, of reports about me that they have requested from consumer reporting agencies. Such information will include the name and address of the agency furnishing the report. I also authorize AXP to use the reports from consumer reporting agencies for marketing and administrative purposes. I understand that upon AXP's approval of the application, the entity will be sent the Agreement and materials welcoming it, either to AXP's program for PW to perform services for AXP or in AXP's standard Card acceptance program which has different servicing terms (e.g. different speeds of pay). I understand that if the entity does not qualify for the PW servicing program, which the entity may be enrolled in AXP's standard Card acceptance program, and the entity may terminate the Agreement. 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 Agreement.

AGREED AND ACCEPTED:

X

SIGNATURE

PRINT NAME

8.2. VISA® MasterCard® Discover®

ACCEPT ALL VISA / MASTERCARD / DISCOVER NETWORK TRANSACTIONS (PRESUMED, UNLESS ANY SECTION BELOW ARE CHECKED)

- ☐ ACCEPT VISA CREDIT TRANSACTIONS ONLY
- ☐ ACCEPT VISA NON-PIN DEBIT TRANSACTIONS ONLY
- ☐ ACCEPT MASTERCARD CREDIT TRANSACTIONS ONLY
- ☐ ACCEPT MASTERCARD NON-PIN DEBIT TRANSACTIONS ONLY
- ☐ ACCEPT DISCOVER NETWORK CREDIT TRANSACTIONS ONLY
- ☐ ACCEPT DISCOVER NETWORK NON-PIN DEBIT TRANSACTIONS ONLY

9. SCHEDULE OF CHARGES / FEES PAYMENT NETWORK INTERCHANGE COST WILL BE CHARGED IN ADDITION TO:**DISCOUNT RATES:**

	QUALIFIED RATE (ELECTRONIC *)	AUTHORIZATION FEE
VISA	_____ %	\$ _____
MASTERCARD	_____ %	\$ _____
DISCOVER NETWORK	_____ %	\$ _____
AMERICAN EXPRESS #	_____ %	\$ _____
SIGNATURE DEBIT	_____ %	\$ _____

Qualified Rate is assessed when your transactions meet certain criteria set by the applicable Association and Processor. When your Card transactions fail to meet those qualification criteria, we will process your transactions at the higher Mid-qualified Discount Rate of _____ % + \$ _____ or in certain circumstances, at a Non-qualified Discount Rate (Standard*) of _____ % + \$ _____, both rates are a surcharge to the qualified rate. Merchants placed on a two tier pricing including some MO/TO and internet merchants will be assessed a Non-Qualification of _____ % + \$ _____. An interchange transaction fee of \$ _____ is assessed on each bankcard transaction. Rates may appear on your statement described as "Electronic" or "Standard".

PW GATEWAY / VT:

PW GATEWAY MONTHLY FEE	\$ _____
PW GATEWAY PER ITEM FEE	\$ _____
ADD PW VIRTUAL TERMINAL	<input type="checkbox"/> YES

WIRELESS OR REMOTE™:

SETUP FEE	\$ _____
TRANSACTION FEE	\$ _____
MONTHLY FEE	\$ _____

ERR:

	QUALIFIED RATE	NON-QUALIFIED SURCHARGE	AUTHORIZATION FEE
<input type="checkbox"/> VISA / MC / DISCOVER	_____ %	_____ %	\$ _____

DEBIT:

MONTHLY ACCESS FEE	\$ 10.00
CASH BACK	\$ _____ MAX
AUTHORIZATION/TRANSACTION FEE	\$ _____ + NETWORK FEES
OTHER FEE	\$ _____

ONLINE PIN DEBIT (Pay Secure):

DISCOUNT RATE	_____ %
TRANSACTION FEE	\$ _____
MONTHLY SUPPORT FEE	\$ _____

EBT:

FCS #	_____
AUTHORIZATION / TRANSACTION FEE	\$ _____

REQUIRED:

You must sign a separate Pay Secure Internet Merchant PIN Debit Agreement to activate your Online Pin Debit processing.

MISC:

ELECTRONIC AVS FEE	\$ 0.10
CHARGEBACK FEE	\$ 30.00
ACH/BATCH FEE	\$ 0.20
RETRIEVAL REQUEST	\$ 10.00
MINIMUM MONTHLY DISCOUNT	\$ 20.00
SERVICE FEE	\$ 10.00
MERCHANT CLUB	\$ _____
APPLICATION FEE	\$ _____

OTHER FEES:

Returned Item Fee \$25 (charged if PW attempted to debit the bank account for discounts or other fees and receives a rejection due to funds being unavailable at that time); Decline Fee – An amount equal to the Authorization Fee amount and charged per item declined; Monthly Compliance Fee \$3.96; PCI Annual Compliance Fee \$69.95; PCI NON-Compliant Monthly Fee \$20.00 (does not affect your compliance responsibilities and obligations associated with your merchant account). Early Termination Fee (ETF) – shall be: (a) the average monthly processing fees charged to You for the previous 12 months (or such shorter time if You have processed for less than 12 months) multiplied by the remaining months of the Agreement, or (b) \$575, whichever is greater; Annual Fee \$75. A Capture per item fee of \$0.1073 is assessed on each bankcard transaction; Monthly Regulatory Fee \$4.95; Voice Referral Authorization Fee \$3.50. For a list of Payment Network Interchange fees, please refer to: <http://www.paymentworld.com/pdf/PaymentNetworkFees.pdf> 1049

10. SIGNATURES**IRS CERTIFICATION****Under penalties of perjury, I certify that:**

- The number shown on this form (Section 1) is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. citizen or other U.S. person (defined below), and

Certification Instructions:

You must cross out and initial #2 above if you have been notified by the IRS that you are currently subject to backup withholding. IRS Form W-9 instructions available upon request.

IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A NEW ACCOUNT:

To help the government fight the funding of terrorism and money laundering activities, federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account. What this means for you: When you open an account, we will ask for your name, address, date of birth, and other information that will allow us to identify you. We may also see your driver's license or other identifying documents.

Client certifies that all information set forth in this completed Merchant Processing Application is true and correct and that Client has received a copy of Merchant Terms & Conditions Agreement (v.PW1410) and Bank Disclosure Page, which is part of this Merchant Processing Application (consisting of Sections 1-10), and by this reference incorporated herein. (Merchant Terms & Conditions Agreement can be downloaded from <http://www.paymentworld.com/pdf/TermsConditionsPW1410.pdf>). Client expressly acknowledges and certifies that Client has read the said Merchant Terms & Conditions Agreement, and Client agrees to be bound by its terms including but not limited to the early termination fee provision. Client further agrees that Client will not accept more than 20% of its card transactions via mail, telephone or Internet order. However, if your Application is approved based upon contrary information stated in Section 3, (Transaction Information section above), you are authorized to accept transactions in accordance with the percentages indicated in that section. Client authorizes PW and BANK and their agents (a) to procure information from any consumer reporting agency bearing his/her personal credit worthiness, credit standing, credit capacity, character, general reputation, personal characteristics, or mode of living, and (b) to contact all previous employers, personal references and educational institutions. It is our policy to obtain certain information in order to verify your identity while processing your account application. The individual who signs this Agreement has authority to do so and to bind its Establishment to the terms and conditions of this Agreement. You further represent that you are authorized to sign and enter into this Agreement on behalf of your establishment, subsidiaries and affiliates, and that you authorize American Express® Travel Related Services Company, Inc. to verify the information on this Application. Client agrees to all the terms of this Merchant Processing Application and Merchant Terms and Conditions Agreement. This Merchant Processing Application and Merchant Terms and Conditions Agreement shall not take effect until Client has been approved and this Agreement has been accepted by PW and Bank. Client's Business Principal(s) / Officer(s):

<input checked="" type="checkbox"/>	_____ SIGNATURE	_____ TITLE	_____ PRINT NAME	_____ DATE (MM/DD/YYYY)
<input checked="" type="checkbox"/>	_____ SIGNATURE	_____ TITLE	_____ PRINT NAME	_____ DATE (MM/DD/YYYY)

PERSONAL GUARANTEE

The undersigned guarantees to PW and Bank the performance of this Agreement and any addendum thereto by Client, and in the event of default, hereby waives Notice of Default and agrees to indemnify the other parties, including payment due and owing and costs associated with enforcement of the terms thereof. PW and Bank shall not be required to first proceed against Client or enforce any other remedy before proceeding against the undersigned individual. This is a continuing guarantee and shall not be discharged or affected by the death of the undersigned and shall bind the heirs, administrators, representatives and assigns and be enforced by or for the benefit of any successor of PW and Bank. The term of this guarantee shall be for the duration of the Merchant Processing Application and Merchant Terms and Conditions Agreement and any addendum thereto and shall guarantee all obligations which may arise or occur in connection with my activities during the term thereof through enforcement shall be sought subsequent to any termination.

<input checked="" type="checkbox"/>	_____ SIGNATURE	_____ PRINT NAME OF GUARANTOR	_____ DATE (MM/DD/YYYY)
<input checked="" type="checkbox"/>	_____ SIGNATURE	_____ PRINT NAME OF GUARANTOR	_____ DATE (MM/DD/YYYY)