

New Client Agreements

| Date: |
|--------------------------|
| Contact Name (signator): |
| Title: |
| Phone: |
| Email: |
| Legal Name: |
| DBA: |
| Street Address: |
| City: |
| State: |
| Zip Code: |
| Federal EIN: |
| State EIN: |
| State BEN: |
| |

State Unemployment Number:

Bank Name:

ABA Number:

Account Number:

Checking or Savings:



6045 Rockwell Drive NE, Suite A1 Cedar Rapids, Iowa 52402

Phone: 319-294-9426 Fax: 319-294-9471 www.future-systems.net

Legal Business Name: _____

Address Line 2:

Main Phone #:

Main Fax #:

Contact Email Address:

Address Line 1:

Zip Code:_____

Contact Name: _____

Contact Title: ______
Contact Phone #: ______

Client Direct Deposit Authorization Form

Company Information

Tax ID #:

City:____ State:

Website:

Funding & Timing Options

All payrolls utilizing Direct Deposit **must process** two (2) days prior to check date by 2PM Central time. Funds will be debited from client accounts one day prior to check date. Next Day and expedited transactions will incur additional charges.

Professional Payroll Provider Information

| PPP Name: Future Systems, Inc PPP Account #: 10531634 | |
|--|-----|
| Fees Charged To: <u>x</u> PPP _ Client | |
| Pennies Challenge Waived: Yes | _No |

| Authorized Account for ACH Transactions / Fe | es |
|--|----|
|--|----|

Bank Name: _____ Routing/Transit #:_____ Account #:_____ Account Type: __Checking __Savings

Authorized Signature

By signing this Client Authorization Form, authorization is hereby granted to: **Future Systems**, **Inc.** and National Payment Corporation (NatPay) to process automatic credit and debit entries, or to correct inadvertent duplicate and/or erroneous credit/debit information associated with the Authorized Account specified on this form.

I acknowledgethat: **Future Systems, Inc.** shall utilize the services provided by NatPay for the purpose of transferring funds through the Automated Clearing House (ACH) in accordance to the rules of the National Automated Clearing House Association (NACHA), the laws of the State of Florida, and all applicable federal rules and regulations for various purposes that include, but are not limited to: direct deposit distribution of the Company's employee payroll funds, flexible benefits plans, taxes, child support, or any other applicable reason that the Company may desire to transfer funds electronically through the ACH system. All applicable transfers of funds shall also be in accordance with the Service Agreement signed by the Professional Payroll Processor (PPP) specified on this form. The term of this Agreement shall be for one year, and is subject for review and acceptance each year thereafter. Any of the applicable parties may terminate this Agreement at any time upon written notice to the other applicable parties. This signed Client Authorization Form may be considered as an application for credit, and therefore authorizes the PPP specified on this form and NatPay to investigate the credit of the Company specified on this form and its principals. Credit checks involve checking with vendors, references, and a Company's bank to verify status, history, and other applicable credit information.

Company Authorized Name (*Please print.*)

Title

Company Authorized Signature

Date

Please return this form, along with all other applicable documentation to Future Systems, Inc. either by fax: 319-294-9471, email: info@future-systems.net, or by US Postal Service to the address shown above.

Employer Direct Deposit Authorization Agreement

THIS AGREEMENT is entered into as of ______, by and among

_(the "Employer") and Future Systems, Inc.

("Future Systems").

STATEMENTS OF FACT:

The Employer has engaged Future Systems for the calculation of payrolls, related products and services, and the provision of electronic funds transfer services and preparation of related checks and vouchers (collectively the "Payroll Services").

An Originating Depository Financial Institution (hereinafter called "BANK") has established a batch processing service with Future Systems, a third-party processor. Future Systems will provide services for the preparation and transmission of electronic files and records for electronic funds transfers (collectively hereinafter called "EFTs") to the BANK and ACH Entries (as defined below), subject to the NACHA Rules (as defined below), to members of NACHA (as defined below), and electronic payment orders and records to process EFTs settlement of such EFTs, and related reporting thereof on behalf of the BANK, (collectively called the "ACH Services").

The Employer desires to utilize the ACH Services, subject to the terms of this Agreement, in conjunction with the Payroll Services by Future Systems at the current fee schedule and processing deadline schedules as amended from time to time.

NOW, THEREFORE, the parties hereby agree as follows:

1. In order to process payment of wages to the Employer's employees, Future Systems shall receive from the Employer one or more instructions from time to time, which instructions shall include, at a minimum, the following information: employee's name and address, amount of payment, date of payment, and identification of account into which the funds are to be deposited (the "Records"). In connection with each Record, Future Systems shall create and transmit on behalf of the Employer an electronic file containing pre-authorized EFTs to deposit accounts at the BANK and/or preauthorized automated clearing house ("ACH") entries ("ACH Entries") in order to transfer funds as electronic credits to deposit accounts designated by the Employer's employees at other financial institutions in the USA, which participate in or are members of the National Automated Clearing House Association ("NACHA"). The creation, transmission, and settlement of any ACH Entry including any adjustment, correction. reversal, reclamation of an ACH Entry, (collectively herein called "ACH Entry"), are all subject to and shall be performed in accordance with the Rules and Regulations and Operating Guidelines of NACHA in effect from time to time, as unilaterally amended by NACHA without any notice to Employer (collectively called the "NACHA Rules").

2. For purposes of the NACHA Rules, the Employer shall be considered the Originator and the BANK shall be considered the Employer's Originating Bank (as defined in the NACHA Rules) with respect to each ACH Entry created and transmitted on behalf of the Employer and its participating employees who authorize electronic deposit of payroll and other types of EFTs.

3. The Employer shall establish and maintain a commercial checking account (the "Payroll Account") and shall maintain therein available funds in an amount sufficient to cover the Employer's net payroll and other charges ("Debit Amount") as reported to the BANK by Future Systems. Said Payroll Account shall at all times be located at the BANK or another US depository financial institution acceptable to the BANK.

4(a) The Employer hereby authorizes the BANK to charge the Employer's Payroll Account one (1) business day prior to the effective date of the EFTs with the total Debit Amount relating to the Payroll Services as reported to the BANK by Future Systems for each payroll cycle. In the event the Payroll Account does not have sufficient collected funds to meet the Debit Amount on any payroll cycle the Employer hereby authorizes the BANK to debit any other deposit account maintained by the Employer at any US financial institution for the amount of such deficiency. Also, BANK may at its option elect to reject, reverse or reclaim any EFTs representing any funds transfer for which insufficient funds are not immediately available on the applicable settlement date for such EFTs.

4(b) Employer acknowledges that Future Systems is acting solely in the capacity of data processing agent and is not a source of funds for Employer. Employer shall be liable for each debit initiated by Future Systems, whether by electronic entry or wire transfer. Employer promises to pay Future Systems on demand the amount of any unfunded direct deposit file, with interest and all Future Systems or third party fees or charges including, without limitation, any debit returned to Future Systems due to insufficient or uncollected funds or for any other reason. Should Employer not reimburse Future Systems for funds advanced by Future Systems in good faith, the officers of said Employer agree to be personally liable for the deficit amount. Such deficits are subject to interest, collection fees and service charges.

4(c) Employer agrees that in the event the Payroll Account does not have sufficient collected funds to meet the Debit Amount for any reason on any payroll cycle Employer will immediately take steps to rectify the insufficient funds in the Payroll Account and then also do one of the following: (i) establish an NSF Reserve Account with BANK in an amount equal to the amount of one hundred and ten percent of the returned Debit Amount for the period of one year (ii) provide a Standby Letter of Credit issued to BANK in an amount equal to the amount of one hundred and ten percent of the returned Debit Amount of one hundred and ten percent of the returned Debit Amount of one hundred and ten percent of the returned Debit Amount for the period of one year (iii) agree to process payroll in a timely manner to allow the Debit Amount to be withdrawn for the Payroll Account at least three business days prior to the effective date of the Debit Amount (iv) agree to wire transfer the Debit Amount directly to BANK no later than one business day prior to effective date of the Debit Amount (v) Implement a Drawdown Fedwire® authorization with Employer and Employer's bank (vi) authorize a Direct Bank ACH program with Employer and Employer's bank.

5(a) Employer represents and warrants that (i) the creation and processing of each EFT and ACH Entry and error correction, and the action of BANK in accordance with applicable instructions and other data provided by Employer and/or its Processor, has been fully authorized by Employer and/or its employee to whom such EFT or ACH Entry pertains, and any other party whose authorization is required, which authorization shall conform to the authorization requirements then in effect under the NACHA Rules, and (ii) that such authorization is in effect, and has not been terminated or otherwise revoked, at the time of transmission of the EFT to BANK or the ACH Entry through the ACH system.

5(b) The Employer shall retain the original of each authorization received from each employee for an EFT or ACH Entry, a copy being sent to Future Systems (including, without limitation, electronic direct payroll deposit) for two (2) years after termination or revocation of such authorization. This Agreement and the performance by the BANK of its ACH Services hereunder, and the performance of Payroll Services by Future Systems, shall not relieve the Employer of any obligation imposed by law or contract regarding the maintenance of records or other matters nor from employing adequate credit accounting and review practices customarily followed by similar businesses.

6(a) Future Systems will not be liable for any damage or loss (including, but not limited to, liabilities, costs, and expenses) to the Employer or its employees arising out of the acts or omissions of any third parties, including, but not limited to, any courier service company, any regional Automated Clearing House ("ACH"), the National Automated Clearing House Association ("NACHA"), or any other ACH operator, any Federal Reserve Bank, any receiving financial institution in which an employee maintains a deposit account, any receiving depository institution, or any processor. Future Systems makes no representations or warranties except as expressly stated herein and all other warranties express or implied are hereby specifically excluded.

6(b) In no event shall Future Systems be liable for incidental, consequential, or punitive damages, even if Future Systems has been advised of the possibility of such damages. In no event shall Future Systems' total liability to the Employer pursuant to any claim arising out of or relating to this Agreement or the transactions covered hereby (in contract or in tort) exceed the dollar amount of the official check and/or voucher on which the claim is based.

7. The Employer warrants and represents that there are no provisions of any law, whether federal, state or local, or of any certificate of incorporation, by-law or agreement of any kind, nature or description binding upon the Employer, which prohibits the Employer from entering into this Agreement, and that the Employer's performance of the Agreement has been duly authorized and is a binding obligation of the Employer.

8. The parties agree that this Agreement replaces and supersedes any prior agreements, discussions and understandings of any manner between the parties. This Agreement may be amended or modified only by the written Agreement of the parties hereto.

9. The Employer agrees to indemnify and hold Future Systems harmless from all liabilities, losses, costs and expenses (including attorney's fees) incurred by Future Systems and caused by or arising out of (i) any breach by the Employer of any provision of the Agreement or contained in any other agreement by the Employer with any employee, (ii) any failure by the Employer to comply with any provision of applicable provision of the NACHA Rules or any applicable federal or state laws, regulations, rules or operating letters, including, but not by way of limitation, The Electronic Fund Transfer Act, ("Regulation E"), and all amendments thereto, (iii) any action taken by Future Systems in reliance upon or pursuant to any instructions or specific request of the Employer including, but not limited to, the reversal of any electronic direct deposit to an account of an employee maintained at the BANK or at another financial institution, or the disbursement of any sums which the BANK is authorized to withhold, or (iv) any breach of warranty made by BANK under the NACHA Rules resulting from, directly or indirectly, any action or inaction by Employer or any of Employer's employees. Notwithstanding subparagraph "(iii)" of this paragraph, the Employer agrees that Future Systems shall have the right at all times to refuse to reverse any electronic direct deposit to the account of an employee maintained at the BANK or at a receiving financial institution. This Paragraph 9 shall survive any termination of this Agreement.

10. This Agreement may be terminated for any reason at any time by either party hereto, effective immediately upon delivery of written notice to the other; provided, however, the Employer's duty to maintain sufficient funds in its Payroll Account shall continue until no shortages remain in the Payroll Account in connection with the Payroll Services provided by Future Systems. Upon termination of such Payroll Services or these ACH Services, the Employer will notify its employees thereof or will take other appropriate and reasonable action to apprise its employees of such termination or to arrange for a substitute service. The Employer agrees that upon termination of this Agreement, the Employer will immediately cease any use of ACH Entries.

11. This Agreement shall not be assigned or otherwise transferred by the Employer to any other person, corporation or entity without the prior written consent of Future Systems, which consent may be granted or withheld at Future Systems' discretion.

12. This Agreement and the NACHA Rules shall be governed by and construed in accordance with the laws of the State of Iowa, without regard to its laws concerning the conflicts or choice of law and choice of forum. The NACHA Rules are incorporated herein and made a part of this Agreement. The Employer's employees are not parties to the Agreement, and under no circumstances shall such employees be construed as intended third party beneficiaries hereof.

13. Future Systems and the Employer agree that each is acting independently of the other, and that they are not joint ventures and that neither is an agent of the other. Future Systems is acting independently and is not an agent of either the BANK or Employer.

14. All notices and other communications by any party hereto under this Agreement shall be in writing to the other party and shall be deemed to have been duly given when delivered in person or to an overnight courier service, receipt requested, or sent via telecopy transmission, receipt requested, or when posted by United States registered or certified mail, with postage prepaid, addressed as follows:

If to Employer:

If to Future Systems:

Future Systems, Inc. 6045 Rockwell Drive NE, Suite A1 Cedar Rapids, IA 52402

Or to such other addresses as the party may from time to time designate by notice as provided herein, except that notices of change of address shall be effective upon actual receipt.

15. Neither party shall be responsible for delays or failures in performance resulting from acts beyond the control of such party. Such acts shall include, but not be limited to, acts of God, strikes, lockouts, riots, acts of war, epidemics, computer viruses, governmental regulations superimposed after the fact, fire, communication line failures, earthquakes or other disasters.

16. Employer and Future Systems hereby agree that the sole forum for the resolution of any and all claims or disputes arising under the terms or performance of this agreement shall be brought in the Iowa District Court In and For Linn County, Iowa, or the small claims division thereof. Employer and Future Systems hereby waive any and all defenses to jurisdiction and venue before the Iowa District Court In and For Linn County, Iowa.

17. In the event of any litigation or proceeding between the parties with respect to any rights or obligations hereunder, the prevailing party shall be entitled to all cost and expenses, including but not limited to court costs and reasonable attorney's fees, incurred by the prevailing party, which costs, expenses and reasonable attorney's fees shall be included in, and as a part of, any judgment or award rendered in such litigation or proceeding.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed effective as of the day and year first written above.

Employer:_____

By:_____

Title:_____

By: _____

Title:

Future Systems

Signature:

Signature:

FUTURE SYSTEMS, INC.

Tax Service Agreement (Agreement) effective _____ by and between Future Systems, Inc. (FSI), and _____ (Client). Client and FSI agree to the following:

- 1. Client wishes to engage FSI to perform Payroll Tax Pay and File Services with respect to all employees of Client, and FSI wishes to perform such services.
- 2. In consideration of the mutual covenants and consideration contained herein and intending to be legally bound hereby, FSI and Client agree to the following terms:
 - A. During the term of this Agreement, FSI will provide Client with Payroll Tax Pay and File Services that will include withdrawal of sufficient funds from Client's bank account and the deposit of all required payroll tax payments in the appropriate amounts to the appropriate depository on or before the statutory deadline, except as set forth on Schedule 1; the preparation and filing of all required federal, state and city payroll tax forms, reports and returns, except as set forth on Schedule 1; and, the provision of a tax summary report of the collection and disbursement of payroll tax funds. Under certain circumstances (FSI will notify Client in writing), Client will be responsible for the preparation and filing of all required federal, state and city payroll tax forms.
 - B. As a condition to receiving the services described above, Client will, in sufficient time to allow FSI to perform such services: (a) execute the Power of Attorney provided by FSI; (b) execute the Payroll Tax Processing Authorization Agreement provided by FSI; (c) instruct all federal, state and city tax authorities to deliver all payroll tax forms, documents and related information to FSI; (d) deliver the information necessary for FSI to perform the services described above; and (e) deposit in its bank account sufficient, immediately available funds to pay all payroll tax liabilities. Upon completion of items (a), (b), and (c) by Client, FSI will contact Client by telephone to notify Client of the date of commencement of services and whether or not Client will be responsible for the preparation and filing of required federal, state and city payroll tax forms, reports and returns.
 - C. Client will pay fees to FSI for the services provided at the rates and upon the terms and conditions set forth in Price Estimate. Such rates, terms and conditions may be revised by FSI from time to time upon 30 days written notice to Client. Client hereby authorizes FSI to make payment of such fees when they are due by making a withdrawal from Client's bank account. Client agrees that as additional compensation for the services provided, FSI will be entitled to retention of whatever benefits it may derive from the temporary use of funds collected from Client before they are deposited with the appropriate depository.
 - D. FSI will be responsible for interest assessments by taxing authorities on unpaid taxes if the taxes are due and unpaid and FSI concurrently has use of the tax funds. Client shall be responsible for any and all interest assessments by taxing authorities on unpaid taxes in all other cases.
 - E. The term of this Agreement will commence on the date hereof and will continue indefinitely, subject to the following: After an initial 90-day period, this Agreement may be terminated by either party without cause upon 30 days written notice to the other party. This Agreement may be terminated at any time by FSI for cause upon faxed notice to Client, such termination to be effective immediately upon the giving of such notice. For purposes of this Section, the term "cause" will include without limitation notification by Client's bank that there are insufficient funds in Client's bank account to make a deposit of a required payroll tax payment or a payment of fees due FSI.
 - F. FSI shall provide Client with copies of tax reports. Client shall promptly review, to verify the accuracy of processing, all records or information delivered to Client by FSI. Client, upon discovering any errors will notify FSI within five (5) business days. Client shall maintain all source documents, data which has already been processed and audit records. FSI shall not be required to keep Client's source documents. Client data used in the processing of Client information is the sole and exclusive property of Client. Client and its auditor shall be permitted reasonable access to such Client data in FSI's possession used in processing of Client's information, subject to FSI's normal security requirements. All data processed and maintained for Client will be held confidential by FSI and will be disclosed only to Client, to others when authorized by Client, or as required by law.
 - G. FSI's sole obligation and liability to Client or any third party notwithstanding the form of any claim (i.e. contract, negligence or otherwise) arising out of or in connection with an error or omission of FSI relating to the deposit of a payroll tax payment or the preparation and filing of a payroll tax form, report or return will be for FSI to correct such error or omission and to pay any penalties or similar charges relating to such error or omission. Client will be responsible for the payment of any additional taxes due. FSI shall have the right to defend on behalf of FSI and the Client any such claim, suit or proceeding. Client shall reimburse FSI for one half of the expenses (including attorney fees) incurred in connection with the defense of any such claim, suit action or proceeding. FSI's sole liability for money damages resulting from claims made by Client arising out of or in connection with the dishonesty or fraud of employees or agents of FSI will be limited to the loss of funds caused by such dishonesty or fraud. In no event will FSI be responsible for special, indirect incidental or consequential damages (including attorney fees).

- H. Client will indemnify, hold harmless and defend FSI against and from any and all liabilities, claims and expenses (including attorney's fees) arising out of or in connection with: (a) an error or omission of Client in connection with the delivery of information necessary for FSI to perform the services described above, including without limitation the failure to deliver such information in sufficient time for FSI to perform such services; (b) the failure of Client to instruct a federal, state or city tax authority to deliver any necessary tax form, document or related information to FSI in sufficient time for FSI to perform the services set forth above; (c) the failure of Client to deposit in its bank account sufficient, immediately available funds to pay all payroll tax liabilities in sufficient time for FSI to perform the services set forth above; or (d) the failure or refusal of Client's bank to effect FSI's request to make a withdrawal from Client's bank account when sufficient, immediately available funds are in such account.
- All moneys refunded to Client by any federal, state or city tax authority will be remitted to FSI for determination of the proper I. disposition thereof, such determination and disposition to be made with reasonable promptness.
- J. Except as provided above, all notices and other communications hereunder will be in writing and will be deemed to have been given if delivered or mailed, first-class, registered or certified mail, return receipt requested postage prepaid:

| If to FSI: | If to Client: |
|------------------------|---------------|
| FUTURE SYSTEMS, INC. | |
| 6045 Rockwell Drive NE | |
| Cedar Rapids, IA 52402 | |
| | FAX: |

or to such other person or at such other address an any party hereto may designate by written notice to the other party.

- Κ If an independent courier service ("Couriers") is used for delivery of tax related information ("material"), the Couriers shall be considered as agents of Client. All losses shall be assumed by Client. Material furnished by Client shall not be considered received by FSI until delivered at FSI's premises. Material furnished by FSI shall be considered received by Client when such material is handed to Couriers at FSI's premises.
- L. Client shall not assign any of its rights or delegate any of its obligations under this Agreement in whole or in part without the prior written consent of FSI. Any prohibited assignment or delegation shall be void.
- Μ. This Agreement and the accompanying schedules and documents (a) supersedes any prior understandings between the parties relating to the subject matter hereof, (b) constitutes the entire understanding between the parties relating to the subject matter hereof, and (c) except as set forth above, may be modified or varied only in a writing signed by the party against whom enforcement of any modification or variation is sought.
- N. This Agreement shall be binding upon and shall inure to the benefit of the parties to this Agreement and their heirs, executors, successor and assignees.
- All questions regarding the validity and interpretation of this Agreement shall be governed by and construed and enforced in all О. respect in accordance with the laws of the State of Iowa and the Court of Competent Jurisdiction shall be in Linn County, Iowa.

IN WITNESS WHEREOF, the parties have caused this Tax Service Agreement to be duly executed the effective day and year first written above.

| FSI | CLIENT |
|----------------------|--------|
| Future Systems, Inc. | |
| by: | by: |
| Title: | Title: |

FUTURE SYSTEMS, INC.

PAYROLL TAX FILING AGREEMENT

Future Systems, Inc. agrees to make available, at the rates indicated on the Payroll Tax Filing Agreement Estimate Form, the services described below. The CLIENT agrees to all charges as part of the payroll tax filing program as described in the Payroll Tax Filing Estimate Form.

SERVICES

Future Systems, Inc. will generate payroll tax information from input data as supplied by the CLIENT; Future Systems, Inc. will prepare, deposit and file payroll tax coupons and returns as required by federal, state and local taxing authorities as permanently installed for the CLIENT; Future Systems, Inc. will maintain a record of the payments, determine and reconcile the CLIENT's payroll tax account position based on quarterly returns prepared and filed with the aforementioned taxing authorities.

SCHEDULES

The first checkdate on the tax service is ______, _____,

CHARGES

The rates and related fees are indicated on the Payroll Tax Filing Estimate Form as noted above. Charges will be levied each payroll. All applicable taxes shall be added to the charges hereunder. Charges will be automatically included in the CLIENT's processing invoice and charged to the CLIENT's account.

The Future Systems, Inc. Terms and Conditions are understood to be part of this agreement.

AGREED TO:

APPROVED BY:

| Authorized Si | gnature | Date | Authorized Signature | Date |
|----------------|-----------|------|---|------|
| Name (Type o | or print) | | Name (Type or print) | |
| Client Legal N | Jame | | Title | |
| Address | | | ACCEPTED BY: | |
| City | State | Zip | Future Systems, Inc. Authorized Signature | Date |
| | | | Name (Type or print) | |

FUTURE SYSTEMS, INC.

Power of Attorney Payroll Tax Processing

| (Legal Name) | | DBA | |
|---|--|--|---|
| | (Indicate whether sole proprietorship, partnersh | located at | |
| (Number and Street) | (City) | (State) | (Zip) |
| hereinafter called "TAXPAYER" does hereby appoi IN FACT", its true and lawful attorney in fact and in for taxes indicated below. TAXPAYER authorizes specific instances where TAXPAYER did not pr ATTORNEY IN FACT as reporting agent and design | nt FUTURE SYSTEMS, INC. at 6045 Rockwe i its name, place and stead to execute and to file s ATTORNEY IN FACT to process direct dep ovide collected funds to ATTORNEY IN FA | Il Drive NE, Cedar Rapids, Iowa 52402, on its behalf, returns and deposits on ma posit reversals or refunds in the name of ACT to cover said taxes or overpayment | hereinafter called "ATTORNEY agnetic tape or proper documents the ATTORNEY IN FACT for nts. This document authorizes |
| (State/Locality) | (ID Number) (Beginnin | g Period) | |
| TAXPAYER further gives and grants unto said AT exercise of any of the foregoing powers as fully a "designee" of the TAXPAYER under all state and le FACT will deposit and process appropriate payroll ta In delegating authority to the ATTORNEY IN FAC | as TAXPAYER might or could do if personal local jurisdiction codes to receive copies of noti ax filing returns based on accurate and timely da CT, herein designated to sign and file the retu | ly present or performing such acts. FS ces and correspondence with regard to the ta provide by the TAXPAYER. urns specified above, it is understood that | I is specifically authorized as a nese payments. ATTORNEY IN at each return executed by such |
| ATTORNEY IN FACT must include the data called of where the employee's services are performed and t | | | covered by the return, regardless |
| It is also understood that the TAXPAYER and ATT as a consequence of erroneous, false, fraudulent or la lateness of a return which results in a penalty, intere When the ATTORNEY IN FACT is the cause in fa FACT will hold the TAXPAYER harmless from lial tax periods until notified by TAXPAYER or ATTOR | ate returns. It is further understood and agreed the st or addition to the tax, then the TAXPAYER of an error, falsity, fraud or lateness of a retubility for such claims. This Authorization revolution revolution to the statement of the statemen | hat where the TAXPAYER is the cause in will hold ATTORNEY IN FACT harmle rn which results in a penalty or interest c | n fact of an error, falsity, fraud or ss from liability for such claims. charge, then the ATTORNEY IN |
| FOR TAXPAYER: | FOR FUTURE SY | STEMS, INC. | |
| Dated at | Dated at | | |
| this day of, | this | day of,, | |
| (signature) | (signature) | | |
| (print or type name and title) | (print or type name | and title) | |
| POWER OF ATTORNEY (one per state) 1. NAME - Legal name as registered with IRS (as it 2. ORGANIZATION - Type of organization (corp.) | | licable. | |

ADDRESS - Complete with full street address, include city, state and zip.
 Date, signature and title of authorized representative of organization.



Power of Attorney or Authorized Representative may be assigned online @ www.myiowaui.org

1. Business granting Power of Attorney or Authorized Representative

| Legal Business Name: | | | UI Acco | ount #: |
|--|---|---------------------------------|---|---|
| DBA: | | | | FEIN: |
| Sole Proprietor Name | | | | SSN: |
| Mailing Address: | | | | |
| City: | | State/Province: | Zip+4/Postal Code: | |
| Phone: | Ext: | | | |
| 2. Power of Attorney 🗸 | or Authori | zed Representative | | |
| Effective Date: | | End Date: UFN | | |
| 3. Power of Attorney or A | uthorized Re | presentative Inform | nation | |
| Firm or Legal Business Name: <u>Future Syst</u> | ems, Inc. | | | FEIN: ⁴²⁻¹³⁹⁵⁵¹⁹ |
| Address: 6045 Rockwell Dr N | | | Age | ent ID: R 2353453 |
| City: Cedar Rapids | | State/Province. IA | Zip+4/Postal Code: 5 | 2402 |
| Phone: 319-294-9426 | | | | |
| 4. Assign agent roles So As the true and lawful agent, with lime Please check all boxes that apply. MylowaUl.org Website F All Roles System Administrator Maintain Account | Nited power and auth Roles: (This app Submit/Ch | nority to represent the said en | Author Check approp communication p | matters selected below: ized Roles riate box below for urposes (if applicable) nent Insurance Matters |
| Manage Payments | 🗌 View Tran | saction History | Only Benefit/C | Claim Related Matters |
| Payment View Only | Benefit/Cla | aim Information | Only Tax Rela | ted Matters |
| Employer Authorized Signate | ure | | Da | ate |
| Printed Name | | Title | Pł | none |
| Complete and sign this form | | Email Completed F | ssion: <u>www.myiowaui.o</u> Form: <u>iwduitax@iwd.iov</u> Form: Iowa Workforce D Unemployment In 1000 E Grand Av | <mark>/a.gov</mark>)evelopment surance Tax Bureau |
| Equal Opportunity Employer/Program Auxiliary aids & services are available upon request t For deaf and hard of hearing, use Relay 711. | o individuals with disabilities | i. | Des Moines Iowa Questions: 888-8 | 50319-0209 |

Form **8655**

(Rev. August 2008) Department of the Treasury Internal Revenue Service Taxpayer MB No 15451058

| a Name of taxpa | yer (as distinguished from trade na | ame) | 2 | Employer identi | ication number (EIN) | |
|--|--|---|---|--|---|--|
| b Trade name, if any | | | | 4 If you are a seasonal employer, check here | | |
| Address (numbe | er, street, and room or suite no.) | | 5 | Other identificatio | n number | |
| City or town, sta | te, and ZIP code | | | | | |
| Contact person | | 7 Daytime telephone nun | nber 8 | Fax number | | |
| eporting Age | ent | | | | | |
| | mpany name or name of business rstems, Inc. |) | 10 | Employer identifi | cation number (EIN) 1395519 | |
| 6045 Roc | ber, street, and room or suite no.) kwell Drive NE, Suite A ate, and ZIP code | 1 | | | | |
| | pids, IA 52402 | | | | | |
| 2 Contact persor Linda K. H | ass | 13 Daytime telephone nur (319) 294-9426 | mber 14 | Fax number (319) 294- | 9471 | |
| | of Reporting Agent To S | ign and File Returns | | | - | |
| 6 Use the entry payments. Se agent. 40 | of Reporting Agent To M lines below to enter the starting da the the instructions for how to enter 941 943 | te (the first month and year) of the month and year. Once this 944 | nents any tax return(s) for wh authority is granted, it i | nich the reporting s effective until re | voked by the taxpayer or repo | |
| 041 | 1042 1120 1120 Information to Reporting | | 99 | 0-PF | 990-T | |
| to the author b Check here in Form W-2 series 8a The reporting notices relating notices relating | o authorize the reporting agent to rization granted on line 15 and/or I f the reporting agent also wants to es or Form 1099 series I g agent is authorized to receive oth ing to the Form W-2 series inform g agent is authorized to receive oth ng to the Form 1099 series inform | ine 16 receive copies of notices from Disclosure Authorizatio nerwise confidential taxpayer inf ation returns. This authority is e nerwise confidential taxpayer inf | the IRS n formation from the IRS ffective for calendar yes formation from the IRS | to assist in respo ar forms beginnin to assist in respo | nding to certain IRS g nding to certain IRS | |
| | I Authorization | gn and file state or local returns | related to the authoriza | ation granted on li | ine 15 and/or | |
| | | | | | | |
| understand that this the 15 is completed, it pompleted, the reporting taugage or reporting cluding disclosures revoke any Power of A Sign | s agreement does not relieve me, as the reporting agent named above is authorized to gagent. I am authorizing the IRS to disequired to process Form 8655. Disclosu (ttorney (Form 2848) or Tax Information | orized to sign and file the return indic make deposits and payments beginn close otherwise confidential tax infor re authority is effective upon signatu Authorization (Form 8821) in effect. | ated, beginning with the quing with the period indicate mation to the reporting age re of taxpayer and IRS reco | Jarter or year indicat d. Any authorization ent relating to the au eipt of Form 8655. T | ed. If any starting dates on line 16 granted remains in effect until it is thority granted on line 15 and/or lin he authority granted on Form 8655 | are revoked ne 16, s will not |
| lere | Signature of taxpay | | Title | • | Date | |
| | Signature of taxpay | | TILLE | • | Dale | |

For Privacy Act and Paperwork Reduction Act Notice, see page 2. Cat. No. 10241T



IA 2848 Iowa Power of Attorney Form

Type or print.

https://tax.iowa.gov

Read Instructions before completing this form. Failure to provide all required information will result in this form not being valid and will delay the effective date of the power of attorney (POA). It may take up to four to six weeks to process the form.

1. Taxpayer Information

Taxpayer(s) must sign and date this form on page 2, section 8.

| Taxpayer Name | Social Security Number (SSN) | | | |
|---|------------------------------|-------|-----|--|
| Federal Employer Identification Number (FEIN) | | | | |
| Taxpayer Address | City | State | ZIP | |
| If this POA is for a business, provide legal and trad | le names. | | | |
| Business Legal Name | <u>Business Trade Name</u> | | | |
| Business Address | City | State | ZIP | |
| Phone | Email | | | |
| | | | | |

Spouse is only applicable if you filed joint returns.

| Spouse Name | SSN | | |
|----------------|-------|-------|------|
| Spouse Address | City | State | _ZIP |
| Phone | Email | | |

2. Representative(s)

You must include SSN, FEIN, or Preparer's Tax ID Number (PTIN). Include a schedule for additional representatives. Centralized Authorization File (CAF) numbers and law license numbers are not accepted.

| ndividual's Name (Required) | | | | | | | |
|-----------------------------|---------------------------|------------|-------|-------|-----|--|--|
| SSN, FEIN, or PTIN of Rep | resentative (Required) | | | | | | |
| Firm or Company's Legal N | lame (for Individual List | ted above) | | | | | |
| Mailing Address | | City | | State | ZIP | | |
| Phone | Fax | | Email | | | | |
| Individual's Name (Require | d) | | | | | | |
| SSN, FEIN, or PTIN of Rep | resentative (Required) | | | | | | |
| Firm or Company's Legal N | lame (for Individual List | ted above) | | | | | |
| Mailing Address | | City | | State | ZIP | | |
| Phone | Fax | | Email | | | | |

The above representatives are hereby appointed as attorney(s)-in-fact to represent the taxpayer(s) before the lowa Department of Revenue for the following tax matter(s):

3. Tax Matters This section is required. List specific taxes.

Tax type, permit, and specifically dated tax periods must be provided.

| Tax Type (See instructions for options) | Iowa Tax Permit Number (Leave blank for income taxes) | Deginining Tax Penou (wiw/TT) | Ending Tax Period (MM/YY) (Limited to 3 years from date form is received) |
|--|---|-------------------------------|---|
| | | | |
| | | | |
| | | | |
| | | | |

IA 2848 Iowa Power of Attorney Form, page 2

4. Acts Authorized (Do not name additional representatives in this section.)

Representatives are authorized to receive and inspect confidential tax information and to perform any and all acts with respect to the tax matters described in section 3. For example, the representative may negotiate, sign any agreements, consents, or other documents, and represent the taxpayer(s) in any informal and formal proceeding involving the Department. See Instructions for full list of authorized activities. The authority does not include the power to receive refund checks, unless specifically added in section 5 below. List any specific additions or deletions to the acts otherwise authorized in this power of attorney:

Additions:

Deletions:

5. Receipt of Refund Checks

If you want to authorize a representative named in section 2 to receive, but not to endorse or cash, refund checks, initial here_____and list the name of that representative below.

Name of representative to receive refund check(s)

6. Notices and Communications

Original notices and other written communications will be sent to you and the taxpayer. A copy will be sent to the first representative listed in section 2.

7. Retention or Revocation of Prior Power(s) of Attorney

The filing of this power of attorney automatically revokes all earlier power(s) of attorney on file with the Iowa Department of Revenue for the same tax matters and tax periods covered by this document.

If you do not want to revoke a prior power of attorney, check here

You must attach a copy of any power of attorney you want to remain in effect.

8. Signature of Taxpayer(s)

If a tax matter concerns a joint individual income tax return, both spouses are required to sign this form, if represented by the same individual(s).

If signed by a corporate officer, partner, member, guardian, tax matters partner, executor, receiver, administrator, or trustee on behalf of the taxpayer: I certify that I have the authority to execute this form on behalf of the taxpayer.

If the taxpayer is an entity with more than one owner or member, a second signature of a person authorized to legally bind the entity is required.

If this form is not signed and dated, this power of attorney will not be valid. The form will be returned to you.

| Signature | Date |
|------------|-------|
| Print Name | Title |
| Signature | Date |
| Print Name | Title |

Mail to: Registration Services Iowa Department of Revenue PO Box 10470 Des Moines IA 50306-0470

Or fax to: 515-281-3906

IA 2848 Iowa Power of Attorney Instructions

Purpose of form

Taxpayer information is confidential. The lowa Department of Revenue will discuss confidential tax information only with the taxpayer, unless the taxpayer has a valid power of attorney form on file with the Department.

A power of attorney is required by the Department when the taxpayer wishes to authorize another person to perform one or more of the following on behalf of the taxpayer:

- a. To receive copies of notices or documents sent by the Department, its representatives, or its attorneys.
- b. To receive (but not to endorse and collect) checks in payment of any refund of Iowa taxes, penalties, or interest.
- c. To request waivers (including offers of waivers) of restrictions on assessment or collection of tax deficiencies and waivers of notice of disallowance of a claim for credit or refund.
- d. To request extensions of time for assessment or collection of taxes.
- e. To fully represent the taxpayer(s) in any formal or informal meeting with the Department, hearing, determination, final or otherwise, or appeal.
- f. To enter into any compromise with the Department.
- g. To execute any release from liability required by the Department before divulging otherwise confidential information concerning taxpayer(s).
- h. Other acts as expressly stipulated in writing by the taxpayer.

3. Tax Matters

Tax type options

Enter tax type in section 3 and include beginning and ending dates for each. Valid tax types are: Individual Income, Partnership, Corporation, Sales, Use, Withholding, Franchise, Inheritance, Fiduciary, or Other (specify).

Tax periods

Specific tax periods must be identified. Each tax period must be separately stated.

Beginning tax period

An unlimited number of prior tax periods is allowed.

Ending tax period

An attorney-in-fact may be appointed to represent the taxpayer for tax periods ending no later than three years after the date the form is received by the Department. Once appointed, the power of attorney is effective indefinitely for the tax types and tax periods indicated on the form.

7. Retention / Revocation of prior Power(s) of Attorney

Canceling a power of attorney

A power of attorney may be revoked by a taxpayer at any time by filing a statement of revocation with the Department. The statement must indicate that the authority of the previous power of attorney is revoked and must be signed and dated by the taxpayer. Also, the name and address of each representative whose authority is revoked must be listed or a copy of the power of attorney must be included. Revocation of the authority to represent the taxpayer before the Department will be effective on the date received by the Department.

Submitting a new power of attorney

A new power of attorney for a particular tax type(s) and tax period(s) revokes a prior power of attorney for those tax type(s) and tax period(s), *unless* the taxpayer indicates on the new power of attorney form that a prior power of attorney is to remain in effect. The effective date of a new power of attorney is the date it is received by the Department.

For a previously-designated representative to remain as the taxpayer's representative when a new power of attorney form is filed, a taxpayer must attach a copy of the prior power of attorney form that designates the representative that the taxpayer wishes to retain.

Withdrawing as a representative

A representative may withdraw from representing a taxpayer by filing a statement with the Department. The statement must be signed and dated by the representative and must identify the name and address of the taxpayer(s) and the matter(s) from which the representative is withdrawing.

8. Signature of Taxpayer(s)

Who must sign?

Individual taxpayer. A power of attorney form must be signed by the individual.

Joint returns. If a tax matter concerns a joint individual income tax return, both taxpayers must sign and date.

Corporation. An officer of the corporation having authority to legally bind the corporation must sign the power of attorney form. The corporation must certify that the officer has such authority.

Association. An officer of the association having authority to legally bind the association must sign the power of attorney form. The association must certify that the officer has such authority.

Partnership. A power of attorney must be signed by all partners, or if executed in the name of the partnership, by the partner or partners duly authorized to act for the partnership, who must certify that the partner(s) has such authority.

Federal Power of Attorney

The Federal Power of Attorney form or a Military Power of Attorney is accepted by the Iowa Department of Revenue. To be valid, the federal or military form must include a statement that it is applicable for Iowa purposes at the time it is executed. In the case of a previously executed Federal or Military Power of Attorney subsequently revised to apply for Iowa purposes, it must contain a written statement that indicates it is being submitted for use with State of Iowa forms and the statement needs to be initialed by the taxpayer. Iowa allows married taxpayers to file one Iowa Power of Attorney form on behalf of both spouses. The IRS requires separate Power of Attorney is being used for Iowa purposes by married taxpayers, both federal forms must be submitted to Iowa. Company Name _____

Effective Date _____

In order for Future Systems, Inc. to print your signature on checks please, in <u>black</u> pen, sign twice, inside the appropriate boxes.

Single Signature – Box #1

Single Signature – Box #2

Double Signature – Box #1

Double Signature – Box #2





Please return the original to:

Future Systems, Inc. 6045 Rockwell Drive NE, Ste A1 Cedar Rapids, IA 52402