New Client Agreements

Today's Date:

Contact Name (Signatory):

Title:

Phone: Email:

Legal Name:

DBA (if applicable):

Street Address:

City: State: Zip:

Federal EIN: State EIN:

State BEN (business e-file number):

State Unemployment Number: Unemployment Rate:

Bank Name:

ABA Number (routing): Account Number:

Checking or Savings: Checking

Expected first check date with Future Systems:

Pay period dates for first check date: to

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, reports and returns.

   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.

I. All moneys refunded to Client by any federal, state or city tax authority will be remitted to FSI for determination of the proper 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:
FUTURE SYSTEMS, INC.
6045 Rockwell Drive NE
Cedar Rapids, IA 52402

If to Client:
_____
_____
_____
FAX:_____

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

K. 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.

M. 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.

O. All questions regarding the validity and interpretation of this Agreement shall be governed by and construed and enforced in all 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:_____
Signature: _____	Signature: _____

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:

_____
Authorized Signature Date

_____
Name (Type or print)

_____
Client Legal Name

_____
Address

_____
City State Zip

APPROVED BY:

_____
Authorized Signature Date

_____
Name (Type or print)

_____
Title

ACCEPTED BY:

_____
Future Systems, Inc. Authorized Signature Date

_____
Name (Type or print)

_____
Title

FUTURE SYSTEMS, INC.

Power of Attorney Payroll Tax Processing

_____

(Legal Name) DBA

_____ located at

(Indicate whether sole proprietorship, partnership, corporation, etc.)

_____

(Number and Street) (City) (State) (Zip)

hereinafter called "TAXPAYER" does hereby appoint FUTURE SYSTEMS, INC. at 6045 Rockwell Drive NE, Cedar Rapids, Iowa 52402, hereinafter called "ATTORNEY IN FACT", its true and lawful attorney in fact and in its name, place and stead to execute and to file on its behalf, returns and deposits on magnetic tape or proper documents for taxes indicated below. TAXPAYER authorizes ATTORNEY IN FACT to process direct deposit reversals or refunds in the name of the ATTORNEY IN FACT for specific instances where TAXPAYER did not provide collected funds to ATTORNEY IN FACT to cover said taxes or overpayments. This document authorizes ATTORNEY IN FACT as reporting agent and designee of the TAXPAYER to receive copies of notices, selected correspondence and transcripts.

_____ _____ _____

(State/Locality) (ID Number) (Beginning Period)

TAXPAYER further gives and grants unto said ATTORNEY IN FACT, partial power and authority to do and perform every act necessary and proper to be done in the exercise of any of the foregoing powers as fully as TAXPAYER might or could do if personally present or performing such acts. FSI is specifically authorized as a "designee" of the TAXPAYER under all state and local jurisdiction codes to receive copies of notices and correspondence with regard to these payments. ATTORNEY IN FACT will deposit and process appropriate payroll tax filing returns based on accurate and timely data provide by the TAXPAYER.

In delegating authority to the ATTORNEY IN FACT, herein designated to sign and file the returns specified above, it is understood that each return executed by such ATTORNEY IN FACT must include the data called for in the return with respect to ALL employees of TAXPAYER for the taxable period covered by the return, regardless of where the employee's services are performed and that each return must be filed with the appropriate taxing authority.

It is also understood that the TAXPAYER and ATTORNEY IN FACT are responsible for the return, as made; and jointly incur liability for the penalties and interest assessed as a consequence of erroneous, false, fraudulent or late returns. It is further understood and agreed that where the TAXPAYER is the cause in fact of an error, falsity, fraud or lateness of a return which results in a penalty, interest or addition to the tax, then the TAXPAYER will hold ATTORNEY IN FACT harmless from liability for such claims. When the ATTORNEY IN FACT is the cause in fact of an error, falsity, fraud or lateness of a return which results in a penalty or interest charge, then the ATTORNEY IN FACT will hold the TAXPAYER harmless from liability for such claims. This Authorization revokes all earlier authorizations, and will remain in effect through subsequent tax periods until notified by TAXPAYER or ATTORNEY IN FACT.

FOR TAXPAYER:

Dated at _____

this _____ day of _____ , _____

_____

(signature)

_____

(print or type name and title)

FOR FUTURE SYSTEMS, INC.

Dated at _____

this _____ day of _____ , _____

_____

(signature)

_____

(print or type name and title)

POWER OF ATTORNEY (one per state)

1. **NAME** - Legal name as registered with IRS (as it appears on your coupons). Include DBA if applicable.
2. **ORGANIZATION** - Type of organization (corporation, partnership, sole proprietorship, etc.)
3. **ADDRESS** - Complete with full street address, include city, state and zip.
4. Date, signature and title of authorized representative of organization.

Form **8655**
(Rev. August 2008)
Department of the Treasury
Internal Revenue Service

Reporting Agent Authorization

OMB No 15451058

Taxpayer

1a Name of taxpayer (as distinguished from trade name)

2 Employer identification number (EIN)

1b Trade name, if any

4 If you are a seasonal employer, check here

3 Address (number, street, and room or suite no.)

5 Other identification number

City or town, state, and ZIP code

6 Contact person

7 Daytime telephone number

8 Fax number

Reporting Agent

9 Name (enter company name or name of business)
Future Systems, Inc.

10 Employer identification number (EIN)
42 1395519

11 Address (number, street, and room or suite no.)
6045 Rockwell Drive NE, Suite A1

City or town, state, and ZIP code
Cedar Rapids, IA 52402

12 Contact person
Linda K. Hass

13 Daytime telephone number
(319) 294-9426

14 Fax number
(319) 294-9471

Authorization of Reporting Agent To Sign and File Returns

15 Use the entry lines below to indicate the tax return(s) to be filed by the reporting agent. Enter the beginning year of annual tax returns or beginning quarter of quarterly tax returns. See the instructions for how to enter the quarter and year. Once this authority is granted, it is effective until revoked by the taxpayer or reporting agent.

940 _____ 941 _____ 940-PR _____ 941-PR _____ 941-SS _____ 943 _____
943-PR _____ 944 _____ 944-PR _____ 944-SS _____ 945 _____ 1042 _____
CT-1

Authorization of Reporting Agent To Make Deposits and Payments

16 Use the entry lines below to enter the starting date (the first month and year) of any tax return(s) for which the reporting agent is authorized to make deposits or payments. See the instructions for how to enter the month and year. Once this authority is granted, it is effective until revoked by the taxpayer or reporting agent.

940 _____ 941 _____ 943 _____ 944 _____ 945 _____ 720 _____
1041 _____ 1042 _____ 1120 _____ CT-1 _____ 990-PF _____ 990-T _____

Disclosure of Information to Reporting Agents

17a Check here to authorize the reporting agent to receive or request copies of tax information and other communications from the IRS related to the authorization granted on line 15 and/or line 16 ☒

b Check here if the reporting agent also wants to receive copies of notices from the IRS ☒

Form W-2 series or Form 1099 series Disclosure Authorization

18a The reporting agent is authorized to receive otherwise confidential taxpayer information from the IRS to assist in responding to certain IRS notices relating to the Form W-2 series information returns. This authority is effective for calendar year forms beginning

b The reporting agent is authorized to receive otherwise confidential taxpayer information from the IRS to assist in responding to certain IRS notices relating to the Form 1099 series information returns. This authority is effective for calendar year forms beginning

State or Local Authorization

19 Check here to authorize the reporting agent to sign and file state or local returns related to the authorization granted on line 15 and/or line 16 ☒

Authorization Agreement

I understand that this agreement does not relieve me, as the taxpayer, of the responsibility to ensure that all tax returns are filed and that all deposits and payments are made. If line 15 is completed, the reporting agent named above is authorized to sign and file the return indicated, beginning with the quarter or year indicated. If any starting dates on line 16 are completed, the reporting agent named above is authorized to make deposits and payments beginning with the period indicated. Any authorization granted remains in effect until it is revoked by the taxpayer or reporting agent. I am authorizing the IRS to disclose otherwise confidential tax information to the reporting agent relating to the authority granted on line 15 and/or line 16, including disclosures required to process Form 8655. Disclosure authority is effective upon signature of taxpayer and IRS receipt of Form 8655. The authority granted on Form 8655 will not revoke any Power of Attorney (Form 2848) or Tax Information Authorization (Form 8821) in effect.

Sign Here

I certify I have the authority to execute this form and authorize disclosure of otherwise confidential information on behalf of the taxpayer.

▶ _____ Signature of taxpayer ▶ _____ Title ▶ _____ Date

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 payrol1s, 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 fi1e 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 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: _____

Signature: _____

Future Systems

By: _____

Title: _____

Signature: _____

FUTURE SYSTEMS INC.

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

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

Client Direct Deposit Authorization Form

Company Information

Legal Business Name: _____
Trade Name: _____
Type of Business: _____
Tax ID #: _____
Address Line 1: _____
Address Line 2: _____
City: _____
State: _____
Zip Code: _____
Main Phone #: _____
Main Fax #: _____
Website: _____
Contact Name: _____
Contact Title: _____
Contact Phone #: _____
Contact Email Address: _____

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 #: _____
Fees Charged To: _x_ **PPP** ___ **Client**
Pennies Challenge Waived: ___ **Yes** ___ **No**

Authorized Account for ACH Transactions / Fees

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 acknowledge that: **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.

IOWA WORKFORCE DEVELOPMENT

Smart. Results.

Unemployment Insurance Tax Bureau
1000 E Grand Avenue
Des Moines, Iowa 50319

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

1. Business granting Power of Attorney or Authorized Representative

Legal Business Name: _____ UI Account #: _____

DBA: _____ FEIN: _____

Sole Proprietor Name: _____ SSN: _____
(First, MI, Last)

Mailing Address: _____

City: _____ State/Province: _____ Zip+4/Postal Code: _____

Phone: _____ Ext: _____

2. Power of Attorney ☒ or Authorized Representative ☐

Effective Date: _____ End Date: _____

3. Power of Attorney or Authorized Representative Information

Firm or Legal Business Name: Future Systems Inc. FEIN: 42-1395519

Address 1: 6045 Rockwell DR NE Agent ID: R 2353453

City: Cedar Rapids State/Province: IA Zip+4/Postal Code: 52402

Phone: 319-294-9426 Ext: _____

Note: Each Power of Attorney or Authorized Representative must complete a separate form 68-0092.

4. Assign agent roles -- See page 2 of instructions for description of roles

As the true and lawful agent, with limited power and authority to represent the said employer before IWD in only the matters selected below:

(Please check all boxes that apply)

MyIowaUI.org Website Roles: (This applies to all reporting units)

- ☒ All Roles
- ☐ System Administrator
- ☐ Maintain Account
- ☐ Manage Payments
- ☐ Submit/Change Wage Detail
- ☐ View Payments
- ☐ View Wage Detail
- ☐ View Correspondence
- ☐ View Transaction History
- ☐ View Benefit/Claim Information

Authorized Roles

Check appropriate box below for communication purposes (if applicable)

- ☐ All Unemployment Insurance matters
- ☐ Only Claims/Benefits related matters
- ☒ Only Tax related matters

_____ _____
Employer Authorized Signature Date

_____ _____ _____
Printed Name Title Phone

Complete and sign this form to be valid.

Online Submission: www.myiowaui.org
Email Completed Form: iwduitax@iwd.iowa.gov
Mail Completed Form: Iowa Workforce Development
Unemployment Insurance Tax Bureau
1000 E Grand Ave
Des Moines Iowa 50319-0209

Equal Opportunity Employer/Program
Auxiliary aids and services are available upon request to individuals with disabilities.
For deaf and hard of hearing, use Relay 711.