

Sign-up Instructions

Important Note: The payment instructions must be received no later than 5:00 p.m. Eastern Time at least ONE business day prior to tax due date for Federal (EFTPS) and State (ACH) payments.

How to sign up

- The Service Agreement on page one must be signed by sufficient signers on the account to eliminate any dollar limitation. (For example, if two signatures are required, both must sign the Agreement.)
- 2. Complete the Customer Implementation information on page two.
- 3. Place your Taxpayer Name (exactly as it appears on your 941 quarterly tax return), address and identifying number at the top of the Reporting Agent Authorization form (form 8655) on page three. Be sure to sign the Authorization form and circle the taxes you will be paying.
- 4. Remove the forms on pages one, two and three from the booklet and mail the completed forms to:

KeyTax / First Data Government Solutions

Attn: KeyTax Coordinator P.O. Box 173871 Denver, CO 80217-3871

or fax to: 1-866-568-2497 Attn: KeyTax Coordinator

5. If you have any questions, you can contact **KeyTax Customer Service at 1-888-217-0733.**

What to expect

- 1. In eight to 10 business days you will receive your access code by mail.
- 2. Three to four business days later you will receive your PIN (personal identification number) and complete instructions.
- 3. Once you receive your access code and PIN, you may begin using the KeyTax service.

Note:

Continue your current tax payment procedures until you receive your authorization to begin using the KeyTax Service.

IMPORTANT NOTE:

Never mail your tax payments to KeyTax.

Please submit all payments online or over the phone.



The undersigned ("Company") desires that KEYBANK NATIONAL ASSOCIATION ("Bank") act as the agent of Company for the purpose of preparing and making federal and/or state tax payments for Company on the tax payment due date all in accordance with the Service Description on the reverse hereof ("the Service") and the following:

- 1. Company shall promptly furnish Bank all data, authorizations and other information, and shall follow other written instructions provided Company by Bank, necessary for performance of services contemplated by this Agreement. Bank shall be entitled to rely upon the completeness and accuracy of the data furnished by Company to Bank. Company assumes the risk of failure of the telephone or other communications facility to transmit the data accurately or at all to Bank in time for Bank to perform. Company will indemnify and hold Bank harmless against all liability, loss, damage or expense, including attorney's fees, to which Bank may be put or which Bank may incur by reason of Bank acting in reliance thereon.
- 2. Company shall open and maintain a commercial bank account with Bank from which disbursements hereunder will be made. Company hereby authorizes Bank to charge said account for all disbursements necessary to perform the Service and for the Bank's service fees and charges in accordance with the Business Deposit Account Fees and Disclosure provided by Bank to Company from time to time, including but not limited to Bank's fee for the Service. The charges for this service are as follows: \$3.00 for each Federal or state tax payment, \$1.00 for each receipt mailed or faxed, and \$3.00 for each quarterly statement. Customer agrees to maintain in said account good and sufficient funds to cover all disbursements and other charges contemplated hereunder. In the event Company fails to maintain sufficient funds in said account, Bank may terminate performance hereunder without notice to Company and shall have no obligation to perform the Service or make any tax payments for Company even if Bank shall have received instruction to do so. Bank shall have no liability to Company for terminating performance in accordance with this paragraph.
- 3. Bank will operate the Service 22 hours each day with a 5:00 p.m. Eastern Time business day closing Monday through Friday, except bank holidays. The payment instructions must be received no later than 5:00 p.m. Eastern Time one business day prior to tax due date. Bank shall process the data received from Company and perform the Service exercising the same degree of care used in processing data and preparing transactions for its own use except when prevented from doing so by strikes, mechanical or electrical breakdown or other causes reasonably beyond its control.
- 4. Bank will be liable to Company for failing to perform the Service and for any error made by Bank in performing the Service hereunder, subject to the limitations in paragraph 5 below; provided, however, Bank's liability hereunder shall be limited to the amount of penalty actually imposed by government authority on Company for failing to make the deposit contemplated by the Service on time or by reason of the Bank error.
- 5. EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, BANK DOES NOT MAKE ANY WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE SERVICES RENDERED BY IT HEREUNDER, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, EVEN IF IT WAS AWARE OF, OR HAD RECEIVED NOTICE OF, THE POSSIBILITY OF A LOSS. IN NO EVENT SHALL BANK BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, SPECIAL OR INDIRECT DAMAGES. In no event shall either party be liable for any delay or failure to perform its obligations hereunder where such delay or failure is due to Act of God, fires, natural calamities, wars, acts or orders of government, labor disputes, or other events beyond their reasonable control.
- 6. Nothing herein shall relieve Company of any duty imposed by law or contract regarding the maintaining of records or from employing adequate audit, account and review practices customarily followed by similar businesses. Company shall promptly review for accuracy all records and information delivered from time to time to Company by Bank and will immediately notify Bank of any errors. Company shall maintain all source documents, data already processed and audit records. Bank shall not be required to keep Company's source documents.
- 7. Only Company shall use the Service contemplated hereunder, and Company shall not provide its access code or PIN (Personal Identification Number) to anyone else. Bank shall be entitled to terminate the Service at once without any liability to Company, if Company violates this paragraph.
- 8. In performing the Service hereunder, Bank acts as agent for Company. However, funds received and held by Bank hereunder shall be held by Bank as a deposit liability of Bank to Company and not in trust for Company or the government until Bank shall deposit the same to the credit of the government on the tax due date or otherwise delivers the same to the government. Company shall be entitled to recover any funds held by Bank hereunder, prior to the time Bank shall have credited or otherwise delivered the funds to the government, if Company gives written notice to Bank not to pay over the funds in time for the Bank to act thereon.
- 9. Except as otherwise provided herein, Company agrees to indemnify, defend and save Bank harmless from any claims or liability (including reasonable attorney fees) arising in connection with this Agreement or the Service.
- 10. All information concerning the affairs and accounts of Company which come into the possession of Bank pursuant to the Service shall be treated in the same confidential manner as is information relating to accounts of depositors of Bank.
- 11. This Agreement shall remain in effect until terminated by either party by delivery of at least thirty days prior written notice of termination to the other party at such party's address then maintained by such terminating party. Any termination shall not relieve any party of its obligations under this Agreement in effect at the time of such termination, and the indemnity obligations of Company under paragraph 9 above shall survive any termination.
- 12. This agreement shall be binding upon the parties and their respective successors and assigns. This Agreement shall not be assignable by the Company without prior written consent of Bank. Amendments to this Agreement shall be effective only when in writing and signed by Bank and Company. There are no understandings oral or otherwise not contained in the Agreement and the service description; provided, however, Bank may by at least forty-five (45) days prior written notice amend this agreement, in whole or in part, by mailing an amendment (or amended and restated agreement), to Company at its address then maintained by Bank on its records. Such amendment (or amended and restated agreement) shall be deemed to be binding upon, and accepted and agreed to by, Company unless Bank received Company's written notice of termination of this Agreement mailed to Bank c/o KeyTax/First Data Government Solutions, P.O. Box 173871, Denver, CO 80217-3871, no later than thirty (30) days after Bank's mailing of such amendment to Company.

This agreement shall be governed by the laws of the State of Ohio.

BANK NAME	COMPANY NAME
Ву:	Signature: X
Title:	Title:
Ву:	Signature: X
Title:	Title:



Customer Implementation - Service Description

KeyTax is an electronic (customer initiated online or via touch-tone telephone) tax payment service designed to enable KeyTax Customers to initiate their tax payments without leaving their offices.

Upon execution of the Service Agreement, Reporting Agent Authorization, and completion of the Customer Implementation form, Key will issue a PIN which Customer may use to initiate the service.

The Customer designates Key as the Customer's Agent to make the tax payment initiated by the Customer on the date specified. The payment instructions must be received no later than 5:00 p.m. Eastern Time at least one business day prior to tax due date.

Date:								
COMPANY INFORMATION								
LEGAL COMPANY NAME (AS SHOWN ON TAX RE		TELEPHONE NUMBER						
		()					
DBA NAME (UP TO 29 CHARACTERS)		FAX NUMBER ()					
ADDRESS		PRIMARY CONTACT NAME						
CITY / STATE / ZIP								
KEYBANK ACCOUNT NUMBER TO BE CHARGED		FEDERAL TAX ID NUMBER FROM 8109 T. NUMBER	AX FORM. IF NO TAX ID AVAILABLE, CHECK HERE \square AND INCLUDE SOCIAL SECURIT					
KEYBANK BRANCH NUMBER AND NAME		Optional (Check the appropriate box)	Quarterly Statement Mailing (\$3 charge) Supplemental Receipt (\$1 charge)					
ABA ROUTING NUMBER		_ `,	(also check one box)					
	Please stapl your company's deposit coupol	preprinted tax						
If you wish to pay State Taxes elect	ronically you will need to:							
Fill out the "EFT Authorization Agr the appropriate State agency.	reement" from the appropriate Stat	e agency, choose the cr	redit option, and send it to					
Provide Key with your valid State A list of all state tax codes is avai	Tax Identification or Account Numl lable on Key.com/SmallBiz.	oer (fill out information be	elow and return).					
Four-digit state tax code:	Tax ID or Account Number:.							
Four-digit state tax code:	Tax ID or Account Number:							
Four-digit state tax code:	Tax ID or Account Number:.							



Form **8655** (Rev. May 2005)

Reporting Agent Authorization

OMB No. 1545-1058

Department of the Treasury Internal Revenue Service

Tax	payer						
1a	a Name of taxpayer (as distinguished from trade name)			2 I	Employer ident	oyer identification number (EIN)	
1b	b Trade name, if any			4 If you are a seasonal employer, check here			
3	Address (number, street, and room or suite no.)			5 (Other identific	ation number	
	City or town, state, and ZIP code			<u> </u>			
6	Contact person	7 Daytime telephone	number	8 (Fax number		
Ren	oorting Agent				,		
9	Name (enter company name or name of business)			10 I	Employer ident	ification number (EIN)	
11	Address (number, street, and room or suite no.)				i		
	City or town, state, and ZIP code						
12	Contact person	13 Daytime telephone	number	14	Fax number		
Aut	horization of Reporting Agent To Sign a	and File Returns			, ,		
15	Use the entry lines below to indicate the tax return beginning quarter of quarterly tax returns. See the effective until revoked by the taxpayer or reporting	e instructions for how to en agent.	nter the quarter and ye	ear. O	nce this author	ority is granted, it is	
94						943	
94	3-PR944944-PF	R 945	1042	2		CT-1	
Aut	horization of Reporting Agent To Make	Deposits and Payme	ents				
16	Use the entry lines below to enter the starting date (make deposits or payments. See the instructions for by the taxpayer or reporting agent.	(the first month and year) of	any tax return(s) for w				
94	0 941 943	944 94	15	720		1041	
10	42 1120 CT-1	990-C 99	0-PF	990-T	·		
Disc	closure of Information to Reporting Age	ents					
17a	Check here to authorize the reporting agent to recei to the authorization granted on line 15 and/or line 1 Check here if the reporting agent also wants to rec	ive or request copies of tax					
For	m W-2 series or Form 1099 series Discl	osure Authorization					
18a	The reporting agent is authorized to receive otherw notices relating to the Form W-2 series information					•	
b	notices relating to the Form 1099 series informatio						
Sta	te or Local Authorization						
19	Check here to authorize the reporting agent to sign line 16				•		
Aut	horization Agreement						
15 is of the report require	erstand that this agreement does not relieve me, as the taxpayer, completed, the reporting agent named above is authorized to sign and porting agent named above is authorized to make deposits and payme orting agent. I am authorizing the IRS to disclose otherwise confidentiated to process Form 8655. Disclosure authority is effective upon signatu 2848) or Tax Information Authorization (Form 8821) in effect.	d file the return indicated, beginning ents beginning with the period indica al tax information to the reporting ag	with the quarter or year indicated. Any authorization grante ent relating to the authority granters.	cated. If ed remai ranted c	f any starting date ins in effect until it on line 15 and/or li	s on line 16 are completed is revoked by the taxpayer ne 16, including disclosures	
Sig He		d authorize disclosure of other	wise confidential informat	ion on	behalf of the ta	xpayer.	
	Signature of taxpayer	—) —	Title		—	Date	