

Welcome to QuickBooks Assisted Payroll! Please do the following:

1) Review and complete the following forms in this Welcome Packet:

QuickBooks Assisted Payroll Enrollment form – Verify the information and make corrections, if necessary.

QuickBooks Assisted Payroll Services Agreement – Sign the form.

Limited Power of Attorney and Tax Information Authorization form – Review the information and, if correct, have an authorized signer for your company sign the form. If you do business, or plan to do business in states listed on page 2 of this form, please have a notary public complete and witness page 2 before returning it. **If corrections are required, please contact your salesperson immediately and a corrected form will be provided.**

Special Instructions – Note any special instructions or requirements for your service below.

Authorized Signature Reminder

The signature of a principal or duly authorized officer of the company is required on all forms contained in your welcome packet. Authorized signers include an owner, managing member or corporate officer (president, vice president, chief executive officer, chief financial officer or any other officer listed on the articles of incorporation).

2) Gather an IRS-generated document that shows your Employer Identification Number (EIN).

This could be a mailing label, form or other document sent to you by the IRS and containing your EIN.

3) Fax your completed forms and EIN proof to us at: 1.800.556.4451.

WHAT'S NEXT?

Once we receive your completed Welcome Packet, you will begin working with your New Accounts representative who will walk you through the steps for setting up your payroll information in QuickBooks.

Also, be on the lookout for your personal identification numbers (PINs) to arrive in the mail. You'll need these to run your payroll.

Finally, begin gathering and mail the following items to us:

State withholding deposit coupons and preprinted quarterly returns you may have. This will ensure we are able to prepare and file your state payroll returns. Mail to:

ATTN: Tax Department
Intuit Inc
P.O. Box 30005
Reno, NV 89520-3005

**PLEASE COMPLETE &
FAX WITHIN 24 HOURS
TO 1.800.556.4451**

QuickBooks Assisted Payroll Enrollment Form

COMPANY INFORMATION

TODAY'S DATE _____

COMPANY LEGAL NAME _____

COMPANY DBA (DOING BUSINESS AS) _____

COMPANY LEGAL ADDRESS _____

CITY/STATE/ZIP CODE _____

PHONE NUMBER (FORMAT xxx-xxx-xxxx) _____

(If different than legal address)

COMPANY STREET ADDRESS _____

CITY/STATE/ZIP CODE _____

FEDERAL EMPLOYER IDENTIFICATION
NUMBER (EIN) (FORMAT xx-xxxxxxx) _____

STATE(S) IN WHICH YOU HAVE EMPLOYEES

COMPANY TYPE: (Sole Proprietorship, Corporation, Partnership, LLC, LLP)

PRINCIPAL(S) INFORMATION

PRINCIPAL #1

PRINCIPAL NAME _____

PRINCIPAL TITLE _____

PRINCIPAL HOME ADDRESS _____

CITY _____ STATE _____ ZIP CODE _____

PRINCIPAL #2 (not required)

PRINCIPAL NAME _____

PRINCIPAL TITLE _____

PRINCIPAL HOME ADDRESS _____

CITY _____ STATE _____ ZIP CODE _____

WE ARE UNABLE TO PROCESS INCOMPLETE OR MISSING INFORMATION

FAX TO: _____ **at 1.800.556.4451**

QuickBooks® Assisted Payroll

Payroll Services Agreement

Intuit has, with the cooperation of Computing Resources, Inc., arranged for you to make paycheck direct deposits and/or payroll tax payments, including related tax filings and preparation of W-2s. You may apply for QuickBooks Direct Deposit service, QuickBooks Assisted Payroll service, or both services. In this Agreement, "Service" means whichever service(s) you use. Only the parts of this Agreement relating to your Service apply to you. "Intuit", "we" or "us" means Intuit and its affiliates. This agreement is in addition to your QuickBooks software license and any other agreements for QuickBooks services.

The sign-up fee is due when you first contact us to arrange for the Service, and we may charge your bank account or credit card at that time. The Service will begin after we receive all the information we request and have processed it. Our processing may include reviewing credit reports on your business and its principals. The information you provide must be accurate and complete. Otherwise the tax calculations may be wrong, your taxes and direct deposits may not be paid, and we cannot perform the Service correctly. Intuit will not be liable for any penalty, interest or other liability that results from inaccurate or incomplete information you supply.

You may use the Service only for paycheck direct deposits and/or state and federal payroll tax payments ("Payments") and related tax filings and W-2s. The Service does not include obtaining your access to the Internet for connecting to the Service, nor does it include furnishing advice of deductions or direct deposit to employees. The Service does not include handling items such as wage garnishments, local taxes or taxes not deducted as part of payroll, and is not available to employers with employees in certain states. Optional special processing requests ("Special Processing") may be available as part of the Service for an additional charge. The Service operates only with a compatible version of QuickBooks, so from time to time you may need to install updates or upgrades (or allow Intuit to install them electronically) to continue using the Service. Some updates or upgrades may be provided free or at reduced cost. All users in a multi-user environment must be using licensed copies of the same version of the software.

Using QuickBooks, you initiate electronic withdrawals from your bank account to fund the Payments, although under certain circumstances Intuit may use wire drawdown requests or other funding methods ("Debits"). Debits will also be initiated to pay fees for the Service, for Special Processing, and for adjustments to these various amounts. Debits and Payments are generally called "Transactions" in this Agreement. You authorize Intuit to initiate a Debit to your bank account to collect payroll funds and/or pay the Intuit payroll fees. You further authorize Intuit to reinitiate, or initiate a new Debit to your bank account if any Debit is returned for insufficient funds or uncollected funds.

You send us Transactions over the Internet in an online session. At the end of your session we will confirm that we have received your Transactions, unless there are problems about which you need to contact us. Your Transactions **will not** be processed if you do not receive our confirmation before the session is over. A confirmation does not mean that your Transactions are error-free, and if we later detect errors we may be unable to complete your Transactions. However, we will make reasonable efforts to tell you if we cannot complete your Transactions for this or any other reason. Sessions taking place after certain processing deadlines may be considered to occur on the next business day.

You must send us your Transactions at least two banking days before the date of the payroll. Otherwise, there may be additional charges or your payroll may not be processed. Debits will be charged to Your Account one banking day before the pay date of the employee paychecks to which they relate. After that no interest or earnings will accrue to you. Intuit will hold the money until the Payments are made.

Once your online session is over you cannot change your Transactions. Most Transactions will go through the Automated Clearing House (the "ACH"), and you agree that your Transactions will be governed by the ACH rules. You can learn more about the ACH at www.nacha.org. You warrant to Intuit everything that Intuit must warrant as an ACH Originator, and you accept any liability you or Intuit may incur which is caused by your Transactions. If Intuit tells you that an account number or other information concerning your Transactions has changed, you must use this corrected information in the future to initiate Transactions.

You authorize Intuit to send Transactions, electronically or by any other commercially accepted method, to the appropriate financial institution or taxing authority. You also authorize

and direct the institution which holds your demand deposit account identified when you sign up, or any other account you identify when using the Service in the future ("Your Account"), to charge each Debit to Your Account and pay that amount to Intuit.

You ask Intuit to issue a PIN, password or other security device or information used to initiate Transactions (the "Security Device"). You agree to safeguard the Security Device, and you authorize and direct Intuit and financial institutions to carry out Transactions initiated with the Security Device, no matter who initiated them. We may establish certain security limits on Transactions we will process, such as a maximum number or dollar amount of Transactions. We may change these limits from time to time and may choose not to disclose them.

If a Debit is returned unpaid for any reason, you agree to pay the amount of the Debit immediately upon demand by Intuit, plus interest at the lesser of 18% annually or the maximum rate allowed by law, plus attorney's fees and other costs of collecting the Debit amount as allowed by law. In addition, Intuit may cease processing any further Payments, including tax payments for which we have not received good funds. If we are holding money other than for tax payments, we may apply it to any amount that you owe us. Intuit may also make appropriate reports to credit reporting agencies, financial institutions, tax agencies and law enforcement authorities, and cooperate with them in any resulting investigation or prosecution.

Intuit will not be liable in any way if the Service cannot be performed completely or accurately because of anything not reasonably within our control, including problems with the Internet or inaccurate or incomplete information which you send us. If we make a mistake in performing the Service, our responsibility will be only to make the correct Payment or file the correct report and pay any tax interest or penalty caused by our mistake. In no event will we be liable for any indirect, special or consequential damages, even if we know that they are possible. If these remedies fail of their essential purpose, Intuit's maximum liability will equal the fees you have paid for the Service. If you require higher liability limitations, please contact Intuit to discuss other arrangements.

From time to time we may change these terms governing the Service, including any Special Processing options, the fees in effect for it, and processing requirements such as cutoff times. We will send you current terms, fees and other requirements on request. We will notify you of these changes as required by law. Using the Service after we send notice of changes will be considered your agreement to the changes. Use of the Services may affect some functionality of QuickBooks. Any sales, use or other taxes payable on the Service which we must pay will be collected in the same way your fees are paid. Intuit may also review your use of the Service, your credit status or other factors from time to time, and may terminate the Service after such a review.

For quality assurance, Intuit may monitor or record telephone calls you make to us in connection with the Service. You must keep any payroll, tax or other records you need for reference, even though we may have information about the Transactions in our files.

By signing below, you agree that the Service will operate as described in this Agreement. This Agreement will become effective when it is accepted in California by Intuit. It will be governed by California law applying to agreements made and performed entirely in California, excluding that body of law related to choice or conflict of law. It will stay in effect until we receive written notice from you that it has been terminated, and we have a reasonable opportunity to act on the notice, or until we terminate the Service by notifying you. If you terminate the Service, no fees you have already paid will be refunded.

Additional terms for Direct Deposit service

You represent and warrant to Intuit that (a) each person or entity to whom you send Payments has authorized the Payments and any necessary adjustments to be applied to his, her or its account, (b) at the time any Payment is made you have no actual knowledge that the authorization has been revoked or terminated, and (c) your Payments comply with the laws that apply to them. In case of any reversing entry for a paycheck direct deposit, you will tell the affected person before the entry is sent. You may subscribe to Direct Deposit service only if you are an active subscriber to QuickBooks Payroll services (either Do-It-Yourself or Assisted).

Authorized Signature Required. The signature of a principal or duly authorized officer of the company is required.

Agreement signed on _____ by _____, a
Date Print company name

COMPANY TYPE:

Required: Authorized Signature

If applicable: Second Signature

By: _____
Signature

By: _____
Signature

Name: _____
Print signer's name

Name: _____
Print signer's name

Title: _____
Print title

Title: _____
Print title

Limited Power of Attorney And Tax Information Authorization

(In accordance with Internal Revenue Service Revenue Procedures – substitute for Form 8655)

TAXPAYER FEDERAL I.D. NUMBER

1.
2. New Federal I.D. Number
3. Seasonal or Intermittent Filer
4. Additional State Authorization Only

FOR REPORTING AGENT USE ONLY
Company Number

6. TAXPAYER LEGAL NAME (Include spaces, ampersands, and hyphens. Do not enter any other punctuation.):

7. DBA NAME (Include spaces, ampersands, and hyphens. Do not enter any other punctuation.):

8. LEGAL ADDRESS (As on file with the Internal Revenue Service. Please ensure you show street address, city, state and zip code):

STREET ADDRESS

CITY, STATE AND ZIP CODE

REPORTING AGENT: **Computing Resources, Inc.**
 1285 Financial Boulevard **Phone:** (775) 424-8550 **Fax:** (866) 293-1994
 Reno, Nevada 89502 **Federal EIN:** 88-0146711

Computing Resources, Inc., an Intuit company, is authorized as a designee of the taxpayer to receive copies of notices, correspondence, transcripts, deposit frequency data, or other information with respect to employment tax returns filed and deposits made by the designee. **Note: Do Not Change Taxpayer Address of Record**

If the taxpayer is required to file a return electronically or to submit tax deposit data electronically, Computing Resources, Inc. is required to file the return and submit the deposit data electronically for the taxpayer. If the taxpayer is not required to file or deposit electronically, Computing Resources, Inc. may file or make deposits on their behalf in one of the methods indicated below:

9. For Reporting Agent Use Only			
FEDERAL TAX DEPOSITS			
Form	Filing Method		Filing Period
941	M	E	(qq/yyyy)
940	M	E	(yyyy)
943	■	■	(yyyy)
945	■	■	(yyyy)

FEDERAL TAX DEPOSITS		
Form	Payment Method	Deposit Period
941	E	(mmyyyy)
940	E	
943	E	
945	E	

10. STATE FORMS/DEPOSITS			
STATE NAME	STATE ID NUMBER	TAX TYPE	FILING PERIOD (qqyyyy)

The Limited Power of Attorney and Tax Information Authorization revokes all earlier tax filing powers of attorney and tax information authorizations on file with respective tax authorities with respect to the same tax matters and tax periods covered hereby, but has no effect on any other Power of Attorney or authorization.

11. Signature of Taxpayer or Authorized Representative

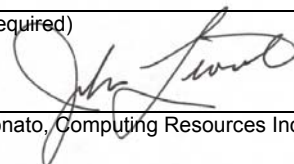
I understand that this authorization does not absolve me as the taxpayer of the responsibility to ensure that all returns are filed and all taxes are paid on time. Computing Resources, Inc. is hereby appointed Reporting Agent with the authority to sign and file employment tax returns and make deposits electronically, on magnetic media, or on paper, for the above stated taxpayer to Federal, State, and Local jurisdictions. This authorization shall include the appropriate State and Local forms and related deposits, Federal employment tax forms with related deposits as designated above, beginning with the tax period indicated and remaining in effect through subsequent periods until the taxpayer or designee notifies IRS or the appropriate State and Local jurisdictions, that this authorization is terminated or revoked. I authorize the taxing authorities to disclose otherwise confidential information to Computing Resources, Inc. as necessary to discuss or provide filing or account information relating to employment tax returns filed or to be filed and/or deposits made or to be made by Computing Resources, Inc. (including information relating to any penalty resulting from such deposits) as well as deposit requirements. I certify that I have the authority to authorize the disclosure of otherwise confidential tax data on behalf of the taxpayer.

Printed Name (Required) _____

Title (Required) _____ Telephone Number _____

Signature (Required) _____

Date (Required) _____



John Lionato, Computing Resources Inc., an Intuit Company

Limited Power of Attorney And Tax Information Authorization

(In accordance with Internal Revenue Service Revenue Procedures – substitute for Form 8655)
CONTINUED – PAGE 2

TAXPAYER FEDERAL I.D. NUMBER

1.
2. New Federal I.D. Number
3. Seasonal or Intermittent Filer
4. Additional State Authorization Only

FOR REPORTING AGENT USE ONLY

5. Company Number

12. This Power of Attorney must be acknowledged before a notary public if you are doing business, or plan to do business, in one or more of the following states:

Alabama, Delaware, Indiana, Oklahoma, South Carolina, and/or West Virginia

If the power of attorney is granted to a person other than an attorney licensed to practice in said state, or certified public accountant, the taxpayer(s) signature must be notarized below.

I, _____, affirm that _____
NAME OF WITNESS NAME OF PERSON(S) SIGNING AS OR FOR THE TAXPAYER(S) ON PAGE 1

appeared to be of sound mind and free from duress at the time this power of attorney was signed, and that he or she affirmed that he or she was aware of the nature of this document and signed it freely and voluntarily.

SIGNATURE OF WITNESS

DATE

The person(s) signing as or for the taxpayer(s) below and on page 1 of this Limited Power of Attorney and Tax Information Authorization appeared this day before a notary public and acknowledge this power of attorney as a voluntary act and deed.

Printed Name, Signature, and Title (Owner, Partner, Officer, etc.)

SUBSCRIBED AND SWORN to before me on this _____ day of _____, _____
(month) (year)

(Signature of Notary Public)

Notary Public, State of: _____

My Commission expires: _____

NOTARIAL SEAL
(If required by State Law)

Instructions for Completing the Limited Power of Attorney and Tax Information Authorization

(In accordance with Internal Revenue Service Revenue Procedures – substitute for Form 8655)

The instructions for completing this form are for those items that are not self-explanatory.

- Item 1 – Employer Identification Number (EIN)** – Nine-digit Employer Identification Number (EIN) issued by the IRS to each employer. If you do not have an EIN, apply for one on Form SS-4, Application for Employer Identification Number.
- Item 2 – New Federal ID Number** – Check this box if you have recently applied for an EIN and have not yet received notice CP575 (Verification of your EIN) from the IRS.
- Item 3 – Seasonal or Intermittent Filer** – Check this box if your business is seasonal or intermittent and there is any quarter during the calendar year for which you will not pay wages.
- Item 4 – Additional State Authorization Only** – check this box ONLY if you are a current customer who is adding a state to which you do business.
- Item 5 – Company Number** – For Reporting Agent’s use.
- Item 6 – Taxpayer Legal Name** – Enter the Sole Proprietor, Owner’s, Business or Company name. This must match the name on IRS records. Only the first 35 characters of the first name line are used. **Do not abbreviate or omit spaces – include only the first 35 characters.** Valid characters are A-Z, 0-9, ampersand (&), hyphen (-), and one blank between each word. The comma (,), period (.), number sign (#), apostrophe (‘) and multiple blanks are invalid characters. Do not use the word “The” as the first word unless it is followed by only one other word. Include legal/formal suffixes with individual names (MD, PhD, CPA, Jr., Sr., III, etc.); but, **DO NOT** include general/informal titles such as owner, accountant, attorney, or prefixes such as Dr., Mr., Mrs., etc.
- Item 7 – DBA Name** – Enter the trade name of the business if different from the legal name. The trade name is the “doing business as” name. Follow the same instructions as shown for Item 6 above; however, **DO NOT** enter “DBA” or “TA” on this line; show the name only.
NOTE: Partnerships should enter the “doing business as” name in Item 6. Enter the general partner’s name or the first partner’s name in Item 7. If a Corporation is a general partner, do not include the name in Item 7.
- Item 8 – Street Address, City, State, ZIP Code** – Enter address of taxpayer. Valid characters are A-Z, 0-9, ampersand (&), hyphen (-), slash (/), percent (%), and one blank between each word. Invalid characters are the number sign (#), period (.), apostrophe (‘) and multiple blanks.
- Item 9 – For Reporting Agent’s use** – Indicate filing method (Electronic, Magnetic, or both) for all tax returns to be filed and/or FTDs to be made by this Reporting Agent for this taxpayer. For Tax Form 940 enter the Tax Year (1999, 2000, etc.) this agent will start the annual filing. For Tax Form 941, enter the ending month of the quarter and year (03/2000, 06/2000, 09/2000, 12/2000), the Reporting Agent will file this return for the first time. For FTDs, enter the first month and year (021998, 062000, etc.) this Reporting Agent will make any deposit, regardless of the tax type(s).
- Item 10 – State Forms/Deposits** – List each state in which you are doing business or plan to do business. Indicate the appropriate State ID number. If you do not have a State ID #, apply for one by contacting the applicable State Agency. Mark the State ID # field as “Applied For” in those State(s) where you have applied and are awaiting the ID. Indicate the appropriate Tax Type (WH for Withholding and/or UI for Unemployment insurance). For Filing Period, enter the quarter and year (011999, 022000).
- Item 11 – Signature of Taxpayer or Authorized Representative** – Taxpayer name, title and signature to be reflected in this section. Acceptable signatures are as follows:

**Sole Proprietor
LLC/LLP**

Owner
An individual or partner who is authorized to sign this form on behalf of the LLC/LLP

Corporation (any)

An individual or officer who is authorized to sign this form on behalf of the corporation

Item 12 – Notarization – If you are doing business in one of the states referenced on Page 2 of this form, this Limited Power of Attorney and Tax Information Authorization Form must be witnessed and acknowledged before a notary public. When notarized, both pages must be returned to Computing Resources, Inc.

Federal Reserve Bank Holidays

It takes two banking days to complete payroll processing. Be sure to send your payroll data no later than 5:00 p.m., Pacific Time, Monday through Friday, two banking days before your payday. No deposits are made on Saturdays, Sundays, or Federal Reserve Bank holidays. Check with your local bank for a list of state banking holidays.

2004 Bank Holidays

Holiday	Date	Day Observed
New Year's Day	January 1	Thursday
Martin Luther King, Jr. Day	January 19	Monday
Presidents' Day	February 16	Monday
Memorial Day	May 31	Monday
Independence Day (Observed)	July 5	Monday
Labor Day	September 6	Monday
Columbus Day	October 11	Monday
Veterans Day	November 11	Thursday
Thanksgiving Day	November 25	Thursday

There will be no added impact to your payroll processing from the 2004 Christmas Day holiday and the 2005 New Year's Day holiday as the holidays fall on a Saturday and are observed by the Federal Reserve Bank on Saturday, December 25, 2004, and Saturday, January 1, 2005, respectively.

Please gather the following items before your interview with your Assisted Payroll New Accounts specialist:

Payroll Information

- Employee wage information, including terminated employees, for all closed quarters. Current quarter wages listed per employee by pay period. This should include gross wages, all tax and benefit deductions, as well as all gross pay and net pay adjustments.
- Payroll items, earnings and deductions (e.g., 401[k], 125 plans).

Tax Information

- Federal and state identification number(s).
- Copies of all federal and state tax deposits and forms (941, DE6) made each quarter including dates, amounts, and rates.
- Quarterly tax returns for all closed quarters (1st, 2nd, 3rd) in the current year.

Employee Information

W-4 information for both active and terminated employees, including:

- employee name (must match name on Social Security card exactly)
- address
- Social Security Number
- marital status
- number of filing exemptions
- hire date
- termination date (if applicable)
- wage rate
- direct deposit information (if applicable)
- voluntary deductions