



12 Welch Avenue Suite 7
Stoughton, MA 02072

Telephone: 617-298-1000 Facsimile: 781-341-2001

First Check Date _____

Client ID _____

CEOS Corporation DBA TimePays Service Agreement

Referral _____

Sales Rep _____

Legal Company

Name: _____ DBA Name: _____ Federal ID #: _____ - _____

Address: _____ Contact(s): _____

Street City State Zip

Client Phone (____) _____ Cell(____) _____ Fax(____) _____ Email _____

CPA/Bookkeeper Name _____ Phone (____) _____ Email _____

Time Keeping

- Swipe card
- Biometrics
- Phone
- Web

Payroll Submission

- Cloud Payroll
- Online
- GREEN (non-printing)
- Fax Phone
- Email

Human Resources

- HR Answers Online
- HR On Demand
- HR Inf. Software
- EE OnBoard
- EE NAV
- Insurance

Ancillary Products

- QuickBooks General Ledger Export
- PeachTree General Ledger Export
- Worker's Comp Ins. EC
- Time Off Accrual System
- 401K Online
- Labor poster E-update Laminate update

INITIAL CHARGES

_____ Magnetic time cards @ \$1.75 per card \$ _____

_____ Card racks (10 cards - \$ 25.00), (25 - \$ 30.00), (40 - \$ 35.00) _____

Sales Tax (Where applicable) _____

Signature Encryption \$ 50 onetime fee _____

Set up fee, programming, company set up, Payroll set up _____

Total Due this invoice \$ _____

ESTIMATED RECURRING TIME KEEPING, TAX FORM & PAYROLL CHARGE

Payroll Frequency Weekly Bi-weekly Semi-Monthly Monthly Base Fee Per Payroll \$ _____

Includes _____ Clocks, Licenses, Compilation, Standard Shipping To One Location (subject to additional Fuel Surcharges), Quarterlies & Unlimited Reports, etc...

Per Tax Payment and Employee Check issued \$ _____ X _____ = _____
#

Envelope stuffing **Yes or No** \$ _____ X _____ = _____
#

Direct Deposits **Yes or No** \$ _____ X _____ = _____
#

Estimated cost per payroll period \$ _____

W-2 base Fee _____ per W-2 _____

1099 base Fee _____ per 1099 _____

AUTHORIZATION (I declare I am authorized to sign for the above)

_____ Title

_____ Date



12 Welch Avenue Suite 7
Stoughton, MA 02072

Telephone: 617-298-1000 Facsimile: 781-341-2001

CEOS Corporation DBA TimePays Service Agreement

Please list the following information for all owners and officers:

Legal

Co. Name: _____ DBA Name: _____ Federal ID #: _____ - _____

Name: _____ Title: _____

Home Address: _____

Home Phone: _____ Cell Phone: _____ Personal Email: _____

Name: _____ Title: _____

Home Address: _____

Home Phone: _____ Cell Phone: _____ Personal Email: _____

Name: _____ Title: _____

Home Address: _____

Home Phone: _____ Cell Phone: _____ Personal Email: _____

Both CLIENT and CEOS Corporation dba @TimePay\$ hereafter TIMEPAYS agree in establishing and continuing a working relationship concerning payroll processing and or time and attendance and other ancillary services. CLIENT shall pay TIMEPAYS for services rendered at mutually agreed upon rates TIMEPAYS shall have the right to change prices without prior notice. CLIENT shall make its bank account number available to TIMEPAYS. TIMEPAYS shall automatically debit CLIENT bank account for all fees and charges as may be incurred. CLIENT agrees to reimburse TIMEPAYS for any and all expenses TIMEPAYS may incur, including interest and attorney fees, in taking any action to collect amounts due TIMEPAYS. TIMEPAYS shall deposit funds in TIMEPAYS tax trust accounts, Direct Deposit trust accounts, CLIENT Employee accounts and TIMEPAYS fees in TIMEPAYS Bank accounts but not limited to these accounts as agreed in a timely manner after funds are collected from CLIENT accounts. Credit earnings or interest earnings on funds deposited by CLIENT hereunder, pending settlement to payee on respective settlement dates, will be for the sole benefit of TIMEPAYS. CLIENT understands and acknowledges that TIMEPAYS is not a bank but that TIMEPAYS processes EFT transactions through the Federal Reserve Bank via ACH.

Should CLIENT cause an NSF transaction by error or by design, CLIENT shall establish an NSF Reserve Account immediately via Fed Wire Transfer with TIMEPAYS to equal that NSF transaction plus ten (10) percent. Should any future NSF exceed the current Reserve Account amount, CLIENT shall wire sufficient funds to TIMEPAYS to match the current NSF plus ten (10) percent. For no reason and at the discretion of TIMEPAYS, The Federal Reserve or any entity involved in CLIENT transfer of funds, future CLIENT ACH, EFT, privileges may be rescinded. Should CLIENT not reimburse TIMEPAYS for funds advanced by TIMEPAYS in good faith, the officers of said CLIENT agree to be personally liable for the deficit amount. Such deficits are subject to interest and service charges. CLIENT shall indemnify and hold harmless TIMEPAYS from and against any loss, liabilities, claims or damages, including attorneys' fees, arising from any breach by CLIENT of the terms and conditions of this Agreement or any fraudulent or dishonest acts or omissions of CLIENT or CLIENT Payees, employees or agents involving CLIENT use of the Service. It is agreed that TIMEPAYS assumes no liability or obligation for tax payments or tax filing for uncollected funds and that former tax funds held in escrow shall be used to satisfy any fees, shortfalls and NSF for the sole benefit of TIMEPAYS including but not limited to redirecting existing tax payments, any and all tax money paid and held in escrow.

CLIENT agrees that the electronic time clock (if applicable) is and remains the property of TIMEPAYS. In the event that TIMEPAYS ceases to be CLIENT time keeping, provider CLIENT will return the clock and ancillary attachments immediately. In the event that the clock is damaged or stolen CLIENT will reimburse TIMEPAYS for the cost of a new clock. CLIENT agrees to payment by automatic withdrawal from CLIENT bank account for all fees and funds related to this agreement. CLIENT agrees that CLIENT is responsible for all payroll and taxes and for any mistakes, omissions, errors that are caused by CLIENT assigns, employees or officers that generate fees, interest or charges. If any ACH transmission is denied due to CLIENT error or negligence CLIENT agrees that CLIENT will immediately wire those funds, all penalty charges and all future funds to TIMEPAYS upon demand.

AUTHORIZATION (I declare I am authorized to sign for the above)

Title

Date

WORKER'S COMPENSATION INSURANCE

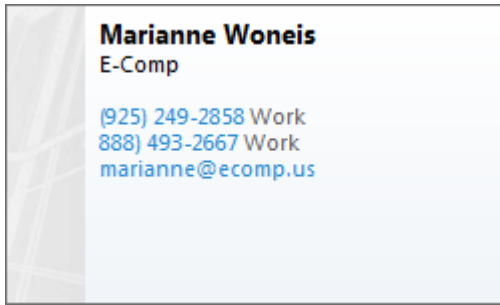
TimePays does not SELL or OFFER or Pay for Worker's Comp Insurance. TimePays does as a courtesy to its clients send payroll information to ECOMP to help the client facilitate easy payment of worker's comp insurance premiums to the client's insurance company. It is the responsibility of Ecomp or the Hartford to sweep the premiums directly from the client and it is the client's responsibility to pay. TimePays assumes no liability for this insurance and the client completely indemnifies TimePays of any and all responsibility and liability for Worker's Compensation Insurance.

It is also the full responsibility of the client to correspond, cooperate, facilitate and procure worker's comp insurance either from their private broker or ecomp or The Hartford.

TimePays has furnished me with contact information below so that I can apply for insurance of my own accord. I also understand that this is not a guaranty or insurance binder and that I may not qualify for any insurance as a result of this conversation or notice.

I, the client, have been given this document and understand that it is totally my responsibility to apply for, pay for, procure, correspond and make sure I have proper insurance coverages of all types in place. I also realize that Timepays is not an insurance company or broker and has no responsibility for insuring me or my business.

ECOMP-



I accept full responsibility to make sure I am properly insured. I understand this notice. I have been given this notification and exonerate and indemnify TimePays of all claims regarding insurance for my company.

Client Signature

Title

Date

Please Print Name

Worker's Compensation Insurance – (Give this page to new client)

This is not a guaranty or binder for Worker's Comp Insurance. TimePays is not an insurance company or broker. TimePays does not sell Insurance of any kind. TimePays does furnish payroll information to your insurance company upon request. However, TimePays does not warranty or guaranty this transmission. ECOMP is a Worker's Comp Wholesale Broker that represents Insurance Companies.

How to get Pay As You Go Worker's Compensation Insurance:

1. Call ECOMP –



- 2. Furnish all information ECOMP asks you for.**
- 3. If you do not hear back from ECOMP, call again, ask your sales rep to help**
- 4. Sign all paperwork provided by ECOMP and RETURN the paperwork to ECOMP.**
- 5. If ECOMP approves you for Insurance call your payroll specialist 617-298-1000 and let them know that you are now approved for Pay As You Go Worker's Comp through Ecomp.**

How it works:

- 1. After you have been approved by ECOMP and you notify TimePays of your approval, 617-298-1000.**
- 2. TimePays will activate a software connection between TimePays Payroll Software and your Insurer.**
- 3. After each payroll the software will transmit the information that is necessary for your insurance carrier to calculate your Pay As You Go Worker's Comp Insurance premium for that payroll.**
- 4. Your insurance carrier will notify you as to the cost of your insurance premium for that pay period.**
- 5. Be sure to have the money in your corresponding bank account by the drafting date.**
- 6. The insurance company will sweep the funds electronically from your bank account directly.**
- 7. Next payroll the same sequence will occur.**
- 8. If you discontinue payroll service with TimePays your Worker's Comp will cancel immediately so make sure you comply with all laws and procure new insurance before you discontinue TimePays. This is your responsibility, not the responsibility of TimePays or ECOMP.**

CEOS Corporation dba @TimePay\$

Direct deposit, Tax Sweep, Ach, Payroll Processing Service Authorization

Between _____, Herein after "Client" and CEOS Corporation DBA @TimePay\$ Client and CEOS Corporation DBA @TimePay\$ intending to be legally bound hereby, agree as follows:

1. **TERM.** The initiation of direct deposit services by CEOS Corporation DBA @TimePay\$ is subject to the acceptance of Client's credit and the approval of the Originating Depository Financial Institution (ODFI) and/or its agent that will be originating instructions on CEOS Corporation DBA @TimePay\$ behalf. If accepted and should you agree to the terms of this agreement and the terms and conditions of the ODFI and/or its agent, services will begin on the implementation date and will continue until terminated upon 90 days prior written notice by either party or as otherwise provided for hereby.
2. **DIRECT DEPOSIT SERVICES AND FEE AUTHORIZATIONS.** CEOS Corporation DBA @TimePay\$ will process Client's payroll and or other services on direct deposit by initiating electronic debit and credit instructions and/or wire transfer instructions in accordance with this Agreement. FOR ANY CLIENT PAYROLL FILE CONTAINING \$100,000 OR MORE IN DIRECT DEPOSIT CREDITS, THE CLIENT MAY, AT CEOS Corporation DBA @TimePay\$ SOLE OPTION, BE REQUIRED TO FUND SUCH PAYROLL FILE BY WIRE TRANSFER. CLIENT WILL BE RESPONSIBLE FOR PAYMENT OF WIRE TRANSFER CHARGES, WHICH WILL BE ASSESSED BY CLIENTS BANK. CEOS Corporation DBA @TimePay\$ will, and Client hereby authorizes CEOS Corporation DBA @TimePay\$ to, initiate debits or reverse wire transfers, as the case may be, to Client's bank account ("Client's Account") described in CEOS Corporation DBA @TimePay\$ Terms and Conditions prior to each pay date or invoice date for Client's payroll ("Paydate") and credit the bank accounts of Client's employees and others to be paid by Client by direct deposit payment on Paydate (a "Payee"), all in compliance with the operating rules of the National Automated Clearing House Association and the terms and conditions hereof. Client will notify CEOS Corporation DBA @TimePay\$ immediately of any change in the information in the Authorization Agreement at least 14 days before the effective date of any such change. Client will also obtain a written authorization from any Payee prior to the initiation of the first credit to the account of such Payee and shall provide upon demand a copy of such written authorization to CEOS Corporation DBA @TimePay\$. Client will indemnify and hold CEOS Corporation DBA @TimePay\$ harmless from any and all claims or loss (including, but not limited to liabilities, legal costs, expenses, incidental, consequential, or punitive damages).
3. **CLIENT RESPONSIBILITIES.** Client will: (a) complete and execute all required documentation so that CEOS Corporation DBA @TimePay\$ may withdraw funds from Client's Account to process direct deposit payrolls; (b) input or report all relevant payroll data to CEOS Corporation DBA @TimePay\$ no later than 11:00 a.m. Eastern Standard Time (EST) two banking days prior to each Pay date; (c) have available in Client's Account good, collected funds in an amount sufficient for CEOS Corporation DBA @TimePay\$ to cover the debits initiated by CEOS Corporation DBA @TimePay\$ hereunder no later than the opening of business (i) two banking days prior to each Paydate for debits by electronic entry, and (ii) two banking days prior to each Paydate for funding by wire transfer; and (d) compare all reports on credits or debits initiated by to Client's records and promptly notify CEOS Corporation DBA @TimePay\$ of any discrepancies. Client and CEOS Corporation DBA @TimePay\$ may agree to vary certain of these responsibilities depending on Client needs and circumstances.
4. **DEFAULT; TERMINATION.** CEOS Corporation DBA @TimePay\$ shall have the right, at its option, to terminate this Agreement immediately without prior notice to Client if (a) Client's Account is not funded as required by this Agreement and as a result any debit to Client's Account is returned to CEOS Corporation DBA @TimePay\$ or ODFI and/or its agent; (b) Client fails to pay any sum due to CEOS Corporation DBA @TimePay\$ due hereunder or perform any obligation required to be performed hereunder; (c) Client files or has filed against it a petition for bankruptcy or becomes insolvent or has a substantial portion of its property become subject to levy, execution or assignment; (d) ODFI and/or its agent notifies CEOS Corporation DBA @TimePay\$ that it is no longer willing to originate debits and credits for Client for any reason; (e) CEOS Corporation DBA @TimePay\$ agreement with ODFI and/or its agent is terminated. If CEOS Corporation DBA @TimePay\$ terminates this Agreement, CEOS Corporation DBA @TimePay\$ obligation under this Agreement shall cease and CEOS Corporation DBA @TimePay\$ sole responsibility to Client shall be to return to Client any payroll funds then held by CEOS Corporation DBA @TimePay\$ after the deduction of all fees and expenses due CEOS Corporation DBA @TimePay\$, ODFI and/or its agent.
5. **LIMITATION OF LIABILITY.** CEOS Corporation DBA @TimePay\$ sole liability to Client or any third party hereunder shall be for claims arising out of errors or omissions in the Services caused solely by CEOS Corporation DBA @TimePay\$, and the sole remedy shall be to furnish a correct advice of deposit, and/or corrected or reversal debit or credit entry, as the case may be; provided that, in each case Client advises CEOS Corporation DBA @TimePay\$ no later than one business day after the occurrence of such errors or omissions. CEOS Corporation DBA @TimePay\$ MAKES NO WARRANTY, REPRESENTATION OR PROMISE TO CLIENT IN CONNECTION WITH THIS AGREEMENT, AND DISCLAIMS ALL EXPRESS OR IMPLIED WARRANTIES, INCLUDING ANY IMPLIED WARRANTIES WITH RESPECT TO THE SERVICES. IN NO EVENT SHALL CEOS Corporation DBA @TimePay\$ OR ITS AGENTS BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, INCLUDING LOSS OF ANTICIPATED PROFITS OR OTHER ECONOMIC LOSS, TO CLIENT OR THIRD PERSONS, WHETHER SUCH DAMAGES RESULT FROM CEOS Corporation DBA @TimePay\$ BREACH OF THIS AGREEMENT, BREACH OF WARRANTY, ITS NEGLIGENCE OR THAT OF ITS AGENTS.
6. **INDEMNIFICATION; REIMBURSEMENT.** Client acknowledges that CEOS Corporation DBA @TimePay\$ is acting solely in the capacity of data processing agent and is not a source of funds for Client. Client shall be liable for each debit initiated by CEOS Corporation DBA @TimePay\$, whether by electronic entry or wire transfer. Client promises to pay CEOS Corporation DBA @TimePay\$ on demand the amount of any unfunded direct deposit file, with interest, and all CEOS Corporation DBA @TimePay\$ or third party fees or charges including, without limitation, any debit returned to CEOS Corporation DBA @TimePay\$ due to insufficient or uncollected funds or for any other reason. Should Client not reimburse CEOS Corporation DBA @TimePay\$ for funds advanced by CEOS Corporation DBA @TimePay\$ in good faith, the officers of said Client agree to be personally liable for the deficit amount. Such deficits are subject to interest and service charges. Client shall indemnify and hold harmless CEOS Corporation DBA @TimePay\$ from and against any loss, liabilities, claims or damages, including attorneys' fees, arising from any breach by Client of the terms and conditions of this Agreement or any fraudulent or dishonest acts or omissions of Client or Client's Payees, employees or agents involving Client use of the Service.
7. **PAYMENT; FEES.** Client shall pay CEOS Corporation DBA @TimePay\$ for the Services at the prices as may pertain from time to time and CEOS Corporation DBA @TimePay\$ shall have the right to change this price list without notice to Client. Payments by Client shall be made on the terms set forth in CEOS Corporation DBA @TimePay\$ Terms and Conditions via ACH direct deposit. Client agrees to reimburse CEOS Corporation DBA @TimePay\$ for any and all expenses CEOS Corporation DBA @TimePay\$ may incur, including interest and reasonable attorneys' fees, in taking action to collect any amounts due CEOS Corporation DBA @TimePay\$ hereunder. Any credit earnings or interest earned on funds deposited by Client with CEOS Corporation DBA @TimePay\$ hereunder pending payment to Payee on respective Pay dates will be for the benefit of CEOS Corporation DBA @TimePay\$.
8. **REFUND/ADJUSTMENTS.** Any refunds/adjustments will not be processed by CEOS Corporation DBA @TimePay\$ until verification is available that good, collected and the final funds from Client are in CEOS Corporation DBA @TimePay\$ account.
9. **GENERAL TERMS.** (a) This agreement shall not be assigned by Client without the prior written consent of CEOS Corporation DBA @TimePay\$ and any assignment attempted to be made without such consent shall be void; (b) this Agreement contains the entire agreement of the parties and may be modified only by a writing signed by both parties; (c) if any provision of this Agreement or any portion thereof shall be held to be invalid, illegal or unenforceable, the validity, legality or enforceability of the remainder of this Agreement shall not in any way be affected or impaired; and (d) this Agreement shall be governed by, and construed in accordance with, the laws of the State of Massachusetts.
10. **GOVERNMENT NOTICES:** ALL Government notices are TIME SENSITIVE. It is the responsibility of the CLIENT to forward and notify TimePay\$ of any and all tax or government notices via fax to 781-843-3450 within 24 hours of receipt. The client must also follow up to verify that the notice was received via email to which TimePays will issue a confirmation of receipt. In the event TimePay\$ needs to appeal or investigate any penalties, interest, fees or taxes, CLIENT agrees to cooperate fully in aiding TimePay\$ recover funds and satisfy the issue. Notices and issues include but are not limited to changes in filing frequency, changes in unemployment rates, penalty notices, late filing notices, appeal and abatement notices, penalties, interest and delinquency notices, over payment notices, Demand notices, Levy notices, notices of payment and checks or funds received by the government or agency that satisfy the issue, etc. If Client does not fully cooperate, provide notifications timely, this constitutes a breach of this agreement and CLIENT will assume responsibility for all fees, interest, penalties and taxes and fully indemnify from any responsibility CEOS Corporation dba TimePay\$, its officers, assigns, employees, etc. In the event that TimePay\$ pays a demand on behalf of the client and continues to appeal the penalty, interest or fee and the appeal is won, CLIENT agrees to reimburse TimePay\$ those funds that were refunded that were previously paid by TimePay\$ on behalf of the client.

CEOS Corporation DBA @TimePay\$:

Client:

Authorized Officer Name: _____ Authorized Officer Name: _____

Authorized Officer Signature: _____ Authorized Officer Signature: _____

Authorized Officer Title and date: _____ Authorized Officer Title and date: _____



12 Welch Avenue Suite 7
Stoughton, MA 02072

Telephone: 617-298-1000 Facsimile: 781-341-2001

CEOS Corporation DBA TimePays **Service Agreement**

TimePays Automatic Blanket Billing Withdrawal Authorization

Please provide a blank VOID check for the account funds will be drawn on.

Date: _____ Company Name: _____

Address: _____
Street City State Zip

Name and Title of person authorized to order this transaction: _____

Starting check number for the payroll checks _____

Please maintain a balance, which can accommodate your payroll and your withdrawal amount. You agree that all funds are your responsibility.

It is understood that any charges that result from overdrafts will be billed to your account plus a minimum of an additional \$100.00 service fee from TimePays. In the event there are Non-sufficient funds in the account you agree to wire the funds on the day you are notified by representative of TimePays\$ and all future funds upon demand and you will be terminated from ACH service. TimePays is not a bank or lending company.

I hereby authorize TimePays to withdraw funds for payroll, taxes, fees and billing from my bank accounts including but not limited to Processing Fees, Federal 941, Federal 940, State withholding and Unemployment taxes. In the event my account changes I authorize this form to serve as authorization for withdrawal from the new account.

ACH Fees:

ACH File Cancellation Fee	50.00
NSF (Non-Sufficient Funds) Return – Minimum Each File Per Day	100.00
Incoming Wire Transfer Fund Fee – Each	30.00
EXCESSIVE Technical Support - Per Hour	190.00
ACH bank file processing error due to incorrect account information provided	20.00

All NSFs Must be satisfied via WIRE TRANSFER immediately upon notification the same day or the schedule of additional fees will apply. There are NO EXCEPTIONS to this schedule as they are determined by the ACH. (Our advice is to not process a payroll unless you can guarantee the funds will be accounted for)

Note: All of the above are for TimePays Standard Exception Fees. In the event that a typical processed transaction requires research and /or other follow up activity on the part of TIMEPAYS or other third parties, then TIMEPAYS reserves the right to charge for these services rendered and other costs as may be incurred, including but not limited to collection costs and attorney fees. TIMEPAYS pricing is subject to periodic change.

I agree to the above. Signature of Authorized Agent. Date

Please print name and title.

Power of Attorney and Declaration of Representative

OMB No. 1545-0150
 For IRS Use Only
 Received by:
 Name _____
 Telephone _____
 Function _____
 Date / /

▶ Type or print. ▶ See the separate instructions.

Part I **Power of Attorney**
Caution: Form 2848 will not be honored for any purpose other than representation before the IRS.

1 Taxpayer information. Taxpayer(s) must sign and date this form on page 2, line 9.

Taxpayer name(s) and address	Social security number(s) _____ _____ _____	Employer identification number _____ _____
	Daytime telephone number () - ____	Plan number (if applicable) _____

hereby appoint(s) the following representative(s) as attorney(s)-in-fact:

2 Representative(s) must sign and date this form on page 2, Part II.

Name and address	CAF No. _____ Telephone No. _____ Fax No. _____ Check if new: Address <input type="checkbox"/> Telephone No. <input type="checkbox"/> Fax No. <input type="checkbox"/>
Name and address	CAF No. _____ Telephone No. _____ Fax No. _____ Check if new: Address <input type="checkbox"/> Telephone No. <input type="checkbox"/> Fax No. <input type="checkbox"/>
Name and address	CAF No. _____ Telephone No. _____ Fax No. _____ Check if new: Address <input type="checkbox"/> Telephone No. <input type="checkbox"/> Fax No. <input type="checkbox"/>

to represent the taxpayer(s) before the Internal Revenue Service for the following tax matters:

3 Tax matters

Type of Tax (Income, Employment, Excise, etc.) or Civil Penalty (see the instructions for line 3)	Tax Form Number (1040, 941, 720, etc.)	Year(s) or Period(s) (see the instructions for line 3)

4 Specific use not recorded on Centralized Authorization File (CAF). If the power of attorney is for a specific use not recorded on CAF, check this box. See the instructions for **Line 4. Specific uses not recorded on CAF.** ▶

5 Acts authorized. The representatives are authorized to receive and inspect confidential tax information and to perform any and all acts that I (we) can perform with respect to the tax matters described on line 3, for example, the authority to sign any agreements, consents, or other documents. The authority does not include the power to receive refund checks (see line 6 below), the power to substitute another representative, the power to sign certain returns, or the power to execute a request for disclosure of tax returns or return information to a third party. See the line 5 instructions for more information.

Exceptions. An unenrolled return preparer cannot sign any document for a taxpayer and may only represent taxpayers in limited situations. See **Unenrolled Return Preparer** on page 2 of the instructions. An enrolled actuary may only represent taxpayers to the extent provided in section 10.3(d) of Circular 230. See the line 5 instructions for restrictions on tax matters partners.

List any specific additions or deletions to the acts otherwise authorized in this power of attorney: _____

6 Receipt of refund checks. If you want to authorize a representative named on line 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) ▶ _____

- 7 Notices and communications.** Original notices and other written communications will be sent to you and a copy to the first representative listed on line 2.
- a** If you also want the second representative listed to receive a copy of notices and communications, check this box . . . ▶
- b** If you do not want any notices or communications sent to your representative(s), check this box . . . ▶
- 8 Retention/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 Internal Revenue Service for the same tax matters and years or 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.**
- 9 Signature of taxpayer(s).** If a tax matter concerns a joint return, **both** husband and wife must sign if joint representation is requested, otherwise, see the instructions. If signed by a corporate officer, partner, 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 NOT SIGNED AND DATED, THIS POWER OF ATTORNEY WILL BE RETURNED.**

Signature	Date	Title (if applicable)
Print Name	PIN Number <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	Print name of taxpayer from line 1 if other than individual
Signature	Date	Title (if applicable)
Print Name	PIN Number <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	

Part II Declaration of Representative

Caution: *Students with a special order to represent taxpayers in Qualified Low Income Taxpayer Clinics or the Student Tax Clinic Program, see the instructions for Part II.*

Under penalties of perjury, I declare that:

- I am not currently under suspension or disbarment from practice before the Internal Revenue Service;
- I am aware of regulations contained in Treasury Department Circular No. 230 (31 CFR, Part 10), as amended, concerning the practice of attorneys, certified public accountants, enrolled agents, enrolled actuaries, and others;
- I am authorized to represent the taxpayer(s) identified in Part I for the tax matter(s) specified there; and
- I am one of the following:
 - a Attorney—a member in good standing of the bar of the highest court of the jurisdiction shown below.
 - b Certified Public Accountant—duly qualified to practice as a certified public accountant in the jurisdiction shown below.
 - c Enrolled Agent—enrolled as an agent under the requirements of Treasury Department Circular No. 230.
 - d Officer—a bona fide officer of the taxpayer’s organization.
 - e Full-Time Employee—a full-time employee of the taxpayer.
 - f Family Member—a member of the taxpayer’s immediate family (i.e., spouse, parent, child, brother, or sister).
 - g Enrolled Actuary—enrolled as an actuary by the Joint Board for the Enrollment of Actuaries under 29 U.S.C. 1242 (the authority to practice before the Service is limited by section 10.3(d) of Treasury Department Circular No. 230).
 - h Unenrolled Return Preparer—the authority to practice before the Internal Revenue Service is limited by Treasury Department Circular No. 230, section 10.7(c)(1)(viii). You must have prepared the return in question and the return must be under examination by the IRS. See **Unenrolled Return Preparer** on page 2 of the instructions.

▶ **IF THIS DECLARATION OF REPRESENTATIVE IS NOT SIGNED AND DATED, THE POWER OF ATTORNEY WILL BE RETURNED.** See the Part II instructions.

Designation—Insert above letter (a–h)	Jurisdiction (state) or identification	Signature	Date

Tax Information Authorization

▶ **Do not use this form to request a copy or transcript of your tax return. Instead, use Form 4506 or Form 4506-T.**

OMB No. 1545-1165
For IRS Use Only

Received by: _____
 Name _____
 Telephone () _____
 Function _____
 Date / / _____

1 Taxpayer information. Taxpayer(s) must sign and date this form on line 7.

Taxpayer name(s) and address (type or print)	Social security number(s) : : : : : : : :	Employer identification number : :
	Daytime telephone number ()	Plan number (if applicable)

2 Appointee. If you wish to name more than one appointee, attach a list to this form.

Name and address	CAF No. _____ Telephone No. _____ Fax No. _____ Check if new: Address <input type="checkbox"/> Telephone No. <input type="checkbox"/> Fax No. <input type="checkbox"/>
------------------	---

3 Tax matters. The appointee is authorized to inspect and/or receive confidential tax information in any office of the IRS for the tax matters listed on this line. Do not use Form 8821 to request copies of tax returns.

(a) Type of Tax (Income, Employment, Excise, etc.) or Civil Penalty	(b) Tax Form Number (1040, 941, 720, etc.)	(c) Year(s) or Period(s) (see the instructions for line 3)	(d) Specific Tax Matters (see instr.)

4 Specific use not recorded on Centralized Authorization File (CAF). If the tax information authorization is for a specific use not recorded on CAF, check this box. See the instructions on page 3. If you check this box, skip lines 5 and 6 .▶

5 Disclosure of tax information (you must check a box on line 5a or 5b unless the box on line 4 is checked):

a If you want copies of tax information, notices, and other written communications sent to the appointee on an ongoing basis, check this box▶

b If you do not want any copies of notices or communications sent to your appointee, check this box▶

6 Retention/revocation of tax information authorizations. This tax information authorization automatically revokes all prior authorizations for the same tax matters you listed on line 3 above unless you checked the box on line 4. If you do not want to revoke a prior tax information authorization, you **must** attach a copy of any authorizations you want to remain in effect **and** check this box▶

To revoke this tax information authorization, see the instructions on page 3.

7 Signature of taxpayer(s). If a tax matter applies to a joint return, **either** husband or wife must sign. If signed by a corporate officer, partner, guardian, executor, receiver, administrator, trustee, or party other than the taxpayer, I certify that I have the authority to execute this form with respect to the tax matters/periods on line 3 above.

▶ **IF NOT SIGNED AND DATED, THIS TAX INFORMATION AUTHORIZATION WILL BE RETURNED.**

Signature	Date	Signature	Date
Print Name	Title (if applicable)	Print Name	Title (if applicable)
<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> PIN number for electronic signature		<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> PIN number for electronic signature	



12 Welch Avenue Suite 7
Stoughton, MA 02072
Telephone: 617-298-1000 Facsimile: 781-341-2001

**CHECK SIGNER / IMPRINTER
SIGNATURE SPECIMEN FORM**

Client No: _____ Client Name: _____ Date: _____

VERY IMPORTANT INFORMATION

Please put your signature **INSIDE THE BOX** (Signature should not touch any of the line)

*****Use Only Black Ink*****

****Please use a felt tip pen and sign all 3 boxes. For TWO SIGNATURE REQUIREMENTS (two different signatures on checks) have one person sign the top section only and the second person sign only the bottom section (see example).**

John Doe

Jane Doe
John Doe

[Empty signature box]

[Empty signature box]

[Empty signature box]

[Empty signature box]

[Empty signature box]

[Empty signature box]



12 Welch Avenue Suite 7
Stoughton, MA 02072
Telephone: 617-298-1000 Facsimile: 781-341-2001

MA Department of Revenue Electronic Tax Payment

The Massachusetts Department of Revenue is requiring all businesses in Massachusetts State taxes to file their withholding tax electronically. To be in compliance with the state regulations the following steps will need to be taken. Please call us if you have any questions regarding the setup of the withholding tax.

Please follow the steps below to apply for a Withholding Income Tax ID number.

1. If your company is not already registered with Mass Tax Connect for Business, Register your company on Mass Tax Connect for Business
2. After your registration has been approved Visit The Massachusetts Department of Revenue web site at www.mass.gov . **Click** on the Mass Tax Connect for Business tab and **Select** “Webfile for business”. If you already have an ID number and account skip to step 8.
3. You will receive confirmation that your account has been setup. At that point please log in to the account and setup your permanent password and security information and complete the questions at the bottom of the page.
4. Once you are able to access your account **Click** “Settings” in the upper left hand corner.
5. Select “Update Authorized Professional Tax Preparer”
6. Click the button to add new PTP
7. Search by our Preparer Tax ID which is 203169235 or our Preparer Name *CEOS Corporation*. CEOS Corp is our legal name and our DBA name is @TimePay\$. Select our company on the bottom right.
8. Check the boxes for the following 1 role “Withholding Tax” “ALL ACCESS” and then click assign roles at the bottom.
9. Please contact the office so we can verify that we have access to your account and send this completed form to us for your records.

If you do not have access to the Internet, and you are unable to sign yourself up to pay taxes electronically the state advises you to visit your local library or to call them directly. The PTP will authorize us to begin paying and filing your Massachusetts withholding tax electronically effective immediately. All payments and returns initiated by TimePays will be rejected by the state if the business is not registered and TimePays is not the authorized PTP. TimePays is not authorized to register any business for Withholding or Unemployment taxes. The state’s phone number for system support and tax questions is 1-800-392-6089.

Company name as registered with the state of Massachusetts: _____

Security Question: _____

User Name: _____ **Password:** _____ **Answer to Security question:** _____

Signature: _____ **Date:** _____

Company Information:



Legal Name _____
Business Name (DBA) _____
Billing Address: _____
Shipping Address: _____
Payroll processing day (at least 2-3 business days from the check date) _____
Pay Period begin: _____ **End:** _____ **Check Day:** _____

Should the Legal and/or DBA name be printed on the Employee checks? _____
Address on Employee Payroll Checks _____

Tax Information:

Federal Taxes:

- **Federal Liability (Federal Income, Social Security, and Medicare Taxes):** Provide a copy of a 941 previously filed Quarterly return within the last 3 quarters or a letter from the IRS stating your deposit frequency for the current year. Monthly or Semi-Monthly depositor _____
- **Federal Unemployment Tax (FUTA):** Subject to the tax? **YES or NO**
 (If no you must provide documentation why)

State Tax information:

Complete the boxes below for each state your business is registered to file and pay taxes to. Please provide quarterly documentation for each state agency for the deposit frequency and rates assigned to your business for the current year.

State	State Withholding ID #	Deposit Frequency	State Unemployment ID #	Unemployment Rate

Local Taxes: Are any of your employees required to pay local taxes? Yes or No If yes provide documentation.
 Which Local jurisdiction(s)? _____

PAYROLL SETUP:

Company Structure – Please outline how your payroll should be reported, Locations, Departments, etc. This information will be used for reports and in the general ledger.

Locations:

Departments:

Which of the following Pay Types does your company use: Write in additional types as needed

<input type="checkbox"/> Bonus	<input type="checkbox"/> Double Time	<input type="checkbox"/> Overtime	<input type="checkbox"/> Salary	<input type="checkbox"/>
<input type="checkbox"/> Cash Tips	<input type="checkbox"/> Expense Reimb.	<input type="checkbox"/> Rate 1	<input type="checkbox"/> Sick	<input type="checkbox"/>
<input type="checkbox"/> Charge Tips	<input type="checkbox"/> Holiday	<input type="checkbox"/> Rate 2	<input type="checkbox"/> Vacation	<input type="checkbox"/>
<input type="checkbox"/> Commission	<input type="checkbox"/> Hourly	<input type="checkbox"/> Rate 3	<input type="checkbox"/>	<input type="checkbox"/>

DEDUCTIONS: Check any deduction that is applicable to your company. For additional deductions please write in the name and check off all taxes that are applicable to that deduction.

	Deduction type	FIT	SIT	FICA	SUTA	FUTA		Deduction type	FIT	SIT	FICA	SUTA	FUTA
<input type="checkbox"/>	Dental Insurance	✓	✓	✓	✓	✓	<input type="checkbox"/>	Garnishments	✓	✓	✓	✓	✓
<input type="checkbox"/>	Health Insurance	✓	✓	✓	✓	✓	<input type="checkbox"/>	Uniforms (post tax)	✓	✓	✓	✓	✓
<input type="checkbox"/>	S125 Dental (pre tax)				✓		<input type="checkbox"/>	Misc (post tax)	✓	✓	✓	✓	✓
<input type="checkbox"/>	S125 Health (pre tax)				✓		<input type="checkbox"/>	Advance (post tax)	✓	✓	✓	✓	✓
<input type="checkbox"/>	Life Insurance						<input type="checkbox"/>						
<input type="checkbox"/>	Disability						<input type="checkbox"/>						
<input type="checkbox"/>	401K			✓	✓	✓	<input type="checkbox"/>						
<input type="checkbox"/>	403B			✓	✓	✓	<input type="checkbox"/>						
<input type="checkbox"/>	Simple IRA			✓	✓	✓	<input type="checkbox"/>						

BENEFITS: Check any benefit that is applicable to your company. For additional deductions please write in the name and check off all taxes that are applicable to that benefit.

	Benefit Type	FIT	SIT	FICA	SUTA	FUTA		Benefit Type	FIT	SIT	FICA	SUTA	FUTA
<input type="checkbox"/>	Dental Insurance						<input type="checkbox"/>	401K ER Match					
<input type="checkbox"/>	Health Insurance						<input type="checkbox"/>	403B ER Match					
<input type="checkbox"/>	Life Insurance						<input type="checkbox"/>	Simple IRA Match					
<input type="checkbox"/>	GTL						<input type="checkbox"/>						
<input type="checkbox"/>	Disability Insurance						<input type="checkbox"/>						
<input type="checkbox"/>	Automobile						<input type="checkbox"/>						

TIME OFF ACCRUALS: ATTACH a detailed policy and current balances for each employee for all time off policies (i.e. sick/vacation)

COMPANY & EMPLOYEE DATA SETUP:

- Employee Number
- Name and Address
- Social Security Number
- Date of Hire
- Pay Frequency
- Tax Withholding (W4 information)
- Gender
- Deductions
- Benefits
- Time Off Accrual Policy
- Pay Group / Batch
- Pay Types
- Location and Department
- Direct Deposit Information
- Wage / Pay Rate

You must provide all year to date payroll information, quarterly tax returns, and payroll reports for the current year. This information is required in order to setup your payroll account. All Year to Date company and employee payroll information must be entered before @TimePay\$ can process your first payroll.

Time and Attendance Client Set Up

Send to setup with Pricing page 1

Client Name _____ Address _____

of Clocks _____ Install date & time _____ Type of clock _____ Serial# _____

Locations _____, _____, _____, _____

Racks & Size _____ # Time Cards _____, Contact Phone _____, First pay Date _____

Software Configuration: TimeWorks PLUS _____ Accruals _____ Mobile App _____

Phone / Contact Name _____ Email _____

Log In ID requested _____ Temp Password _____ (client should change)

Pay period TYPE _____, Pay Period From _____ To Day _____

Start date _____ Time Zone _____

Rounding nearest 15 min? YES / NO _____ Would they like Military Time? YES / NO _____

Any Special Pay Categories (Radio buttons on the edit screen)? _____

Labor Prompts: Dept? _____ Location? _____ Job? _____ Other (list) _____ Collect on punch IN / OUT?

Numeric Clock Prompts: _____ Tips? _____ Other (List) _____ Collect on Punch IN or OUT?

Out Punch Completion? Y / N _____ How are holidays paid? Regular rate - 1.5 OT - Double Time - Other _____

Do you pay Shift Differential? How? Custom Scripting? _____

Holidays Observed			
<input type="checkbox"/> Boxing Day (Canada)	<input type="checkbox"/> Easter Sunday	<input type="checkbox"/> Memorial Day (US)	<input type="checkbox"/> Veterans Day (US)
<input type="checkbox"/> Boxing Day or closest weekday (Canada)	<input type="checkbox"/> Flag Day (US)	<input type="checkbox"/> New Year's Day	<input type="checkbox"/> Veterans Day or closest weekday (US)
<input type="checkbox"/> Canada Day (Canada)	<input type="checkbox"/> Flag Day or closest weekday (US)	<input type="checkbox"/> New Year's Day or closest weekday	<input type="checkbox"/> Victoria Day (Canada)
<input type="checkbox"/> Canada Day or following Monday (Canada)	<input type="checkbox"/> Good Friday (Canada)	<input type="checkbox"/> President's Day (US)	<input type="checkbox"/>
<input type="checkbox"/> Christmas Day	<input type="checkbox"/> Independence Day (US)	<input type="checkbox"/> Remembrance Day (Canada)	<input type="checkbox"/>
<input type="checkbox"/> Christmas Day or closest weekday	<input type="checkbox"/> Independence Day or closest weekday (US)	<input type="checkbox"/> Remembrance Day or closest weekday (Canada)	<input type="checkbox"/>
<input type="checkbox"/> Civic Holiday (Canada)	<input type="checkbox"/> Labor Day (US)	<input type="checkbox"/> Thanksgiving (Canada)	<input type="checkbox"/>
<input type="checkbox"/> Columbus Day (US)	<input type="checkbox"/> Labour Day (Canada)	<input type="checkbox"/> Thanksgiving (Friday)	<input type="checkbox"/>
<input type="checkbox"/> Easter Monday (Canada)	<input type="checkbox"/> Martin Luther King Jr Day (US)	<input type="checkbox"/> Thanksgiving (Thursday)	<input type="checkbox"/>

Comments: _____

Office Notes: Set Up Custom Processing rule Pay Code Trans OK? Add Clocks Phone Clock? Enable

Miscellaneous. Settings: Disable pay Rate Over ride Scheduling Supervisor Accounts

CONFIGURE other requested features.



12 Welch Avenue Suite 7
Stoughton, MA 02072
Telephone: 617-298-1000 Facsimile: 781-341-2001

New Employee Set-Up Form

Client # _____ Company Name: _____

Employee Information

Employee ID/Time Card Number: _____ Employee Name: _____

Social Security Number: ___ - ___ - _____ Circle: Male or Female

Address: _____

Street City State Zip
Date of Hire: ___/___/___ Date of Birth: ___/___/___

Wage information

Circle Pay Frequency: Weekly / Bi-Weekly / Semi-Monthly / Monthly

Wage Information: Salary per pay period of: \$ _____ or Hourly Rate of \$ _____

Home Location: _____ Home Department _____

Additional Dept: _____ Rate of Pay \$ _____ Additional Dept: _____ Rate of Pay \$ _____

Taxes

Federal W4 info: Single or Married and # _____ of Exemptions - (Optional) Extra withholding per pay period \$ _____

State Employee Income taxes are withheld from _____ State Employer Unemployment taxes are paid to _____

Single or Married and # _____ of Exemptions - (Optional) Extra withholding per pay period \$ _____

Type of Visa Employee (if applicable): _____ - Send a copy of the documentation to TimePay\$.

Deductions

Name : _____ Amount / Percentage Per Payroll _____

Name : _____ Amount / Percentage Per Payroll _____

Benefits

Name : _____ Amount / Percentage Per Payroll _____

Name : _____ Amount / Percentage Per Payroll _____



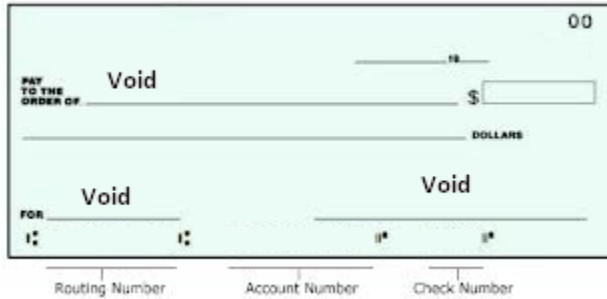
12 Welch Avenue Suite 7
 Stoughton, MA 02072
 Telephone: 617-298-1000 Facsimile: 781-341-2001

Employee Direct Deposit Authorization and Agreement

Date: _____ Last 4 digits of Social Security Number: ____ _

Client #: _____ Company Name: _____

Employee ID #: _____ Employee Name: _____



Place copy of the Void check in box

A copy of a voided check or a bank specification letter is required for verification to setup a checking or savings account.

Bank Name	Last 4 digits of Account number	Circle Account Type	Amount to deposit of net pay
		CHK or SAV	\$ or %
		CHK or SAV	\$ or %

I authorize my employer as noted above, CEOS Corporation dba @TimePay\$, Cachet Banq and all financial institution(s) involved in each transaction to deposit my pay automatically to the indicated account(s) and to make adjusting entries including the removal of funds if the employer does not make them available, in which case, I waive any rights I may have to return debit entries to my account and I personally guaranty the return of the funds in question.

Deposits are normally available two (2) banking days after payroll is processed. It is my responsibility to verify deposits on a per pay period basis before writing checks against these funds. This Authorization can take up to three (3) pay periods to activate. I understand that neither my employer, CEOS Corporation dba @TimePay\$ or Cachet Banq is responsible for bank errors or bank fees. Direct Deposit Financial services are provided in accordance with _____ CEOS Corporation dba @TimePay\$ Direct Deposit Agreement, Cachet Banq / CEOS Corporation dba @TimePay\$ Power of Attorney/Guaranty/Terms and Conditions and the limitations and restrictions of the National Automated Clearing House Association. I may cancel these Direct Deposit(s) at any time.

Employee Signature: _____ Date: _____

Bank Account Holder Signature: _____ Date: _____