

How To Sign Up

1. Carefully complete and sign the **TaxDirect** Service Application. Confirm all account information you provide. The **TaxDirect** Service Application must be signed by all authorized signers on your Business Checking Account. If two signatures are required on a check, both signers must execute the Service Application.
2. Complete and sign Internal Revenue Service Form 8655, Reporting Agent Authorization. **Always complete Form 8655**, even if you are only signing up to pay State or Local taxes. Ensure that the business name you provide exactly matches the Federal Tax ID Number you provide. If you do not have Form 8655 available, please see your Bank of the West representative. By completing Form 8655, TaxDirect will automatically enroll you in the Electronic Federal Tax Payment System (EFTPS) to pay Federal taxes electronically. You need only complete section one (Taxpayers Information) and sign under Authorization Agreement at the bottom.
3. **Receive the TaxDirect Service Agreement.** If additional questions, please contact your local branch or account officer.
4. If you have more than one employer identification number (EIN), complete a separate TaxDirect Service Applications and Reporting Agent Authorization Forms (Form 8655) for each EIN.
5. Complete the appropriate State Authorization Form (if applicable) for the State Agency electronic tax payment programs that you want to participate in:
 - Employment Development Department (Employment Payroll Withholding and SDI Disability)
 - State Board of Equalization (Sales taxes)
 - Franchise Tax Board (Income taxes, withholding and payment of Corporate taxes)**Note:** Do not complete Section II for any of the State of California Authorization Forms.
6. Make and retain copies of all forms for your records.
7. Drop off the **TaxDirect Service Application** and **IRS Form 8655** at your local Bank of the West branch.

If you need a per-payment or daily payment limit in excess of \$25,000 please contact your local branch or account officer.

What To Expect

1. Within two weeks of the Bank approving your **TaxDirect** Service Application, the authorized/designated contact at your company will receive the following product materials in the mail:
 - A packet of **TaxDirect** product materials, including User Guide, Access Code, Instruction Card, system access phone number, and customer service number.
 - Four-digit Password (under separate cover), within three to four days after receiving your initial product materials.
2. Once you receive your Password, you can begin paying your tax payments electronically through **TaxDirect**.
3. Before you make a tax payment to a specific State Agency, you must receive authorization from that Agency that your Company is established on their EFT service for tax payments.
4. Following Implementation, contact Customer Service with any TaxDirect questions at (888) 216-0523, Monday through Friday from 5:00 a.m. to 5:00 p.m. Pacific Time.

BANK OF THE WEST TaxDirect Service Application

CC: ICN: - - -
Cash Management Use Only

TYPE OF ENROLLMENT	TAX PAYMENT SERVICES	Billing Method
<input type="checkbox"/> Business <input type="checkbox"/> Business Filing with a Social Security Number	I'd like to make: <input type="checkbox"/> Federal Tax Payments <input type="checkbox"/> State/Local Tax Payments (Complete State and Local Tax Payment Services section below)	<input type="checkbox"/> Account Analysis <input type="checkbox"/> Direct Charge

CUSTOMER INFORMATION

Federal Tax ID (from IRS Form 8109 or Social Security Number):	Name Tied to Social Security Number (if applicable)	
Business Name (from IRS Form 8109 or use the DBA name if enrolling with a Social Security Number):		
Business Address:		
City, State, Zip Code		
Contact Name:		Contact Phone Number
Name on Checking Account		Fax Number
Account Number (9 digits)	Transit Routing Number/ABA Number (Specific for TaxDirect; Do not modify) 121100782	

PAYMENT LIMITS*

Please indicate your payment needs:	Max Per Payment Amt \$ _____	Daily Aggregate Amt \$ _____
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STATE AND LOCAL TAX PAYMENT SERVICES

(Enrollment with the State agency's Electronic Funds Transfer service is required prior to making payments through TaxDirect)

State:	Tax Type:	State Tax ID:	State:	Tax Type:	State Tax ID:
State:	Tax Type:	State Tax ID:	State:	Tax Type:	State Tax ID:
State:	Tax Type:	State Tax ID:	State:	Tax Type:	State Tax ID:

ADDITIONAL SERVICES

(Please check appropriate box(es); Additional fees may apply)

Payment Receipts: <input type="checkbox"/> Via Mail <input type="checkbox"/> Via Fax <input type="checkbox"/> Not Required	Quarterly Report: <input type="checkbox"/> Via mail <input type="checkbox"/> Not Required
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CUSTOMER SIGNATURES

By signing this TaxDirect Service Application, the undersigned certifies the information is true and accurate and agrees that , if approved, the TaxDirect Service shall be governed by the TaxDirect Service Agreement (receipt of which is acknowledged) as the Service Agreement is amended from time to time.

Print Name	Print Name
Authorized Signature	Authorized Signature
Date	Date
Title	Title

Branch Use Only (Required)

Customer Signature Verification Completed By:

Employee Signature	Print Employee Name	Employee Number	Branch Number	Cost Center	Date

Complete and sign this form and **IRS Form 8655** prior to sending to Cash Management. Original signatures are required. **Incomplete packages will be returned.**
 * An approved credit application must be submitted for payment limits over \$25,000 or for payment effective date settlement.

Reporting Agent Authorization

Information about Form 8655 is at www.irs.gov/form8655.

Taxpayer

1 a Name of taxpayer (as distinguished from trade name)	2 Employer identification number (EIN)
1 b Trade name, if any	4 If you are a seasonal employer, check here <input type="checkbox"/>
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)	10 Employer identification number (EIN)
11 Address (number, street, and room or suite no.)	
City or town, state, and ZIP code	
12 Contact person	13 Daytime telephone number
	14 Fax number

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 _____	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

17 a 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 lines 15, 16, and/or line 18

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

Disclosure Authorization

18 a 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 _____

c 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 Forms 3921 and 3922. 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.

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

Sign Here

 Signature of taxpayer	 Title	 Date
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This TaxDirect Service Terms and Conditions ("Service Agreement") is made and entered by and between Bank of the West, a California commercial bank having its principal place of business in San Francisco, California ("Bank," "we," "our" or "us"), and the customer ("Customer," "you" or "your") shall be deemed to be a part of and subject to the TaxDirect Service Application, any User Materials, which includes, without limitation, any set up forms, user manuals, reference cards or other product description materials, including online messages concerning the TaxDirect Service, the Deposit Account Signature Card, Deposit Account Disclosure for Business Accounts, Schedule of Fees and Charges and any addenda thereto (collectively, "Deposit Agreement") that govern your deposit account services ("Deposit Account Services") with us, as any or all of the User Materials and/or Deposit Agreements have been or may be added to, deleted from, or otherwise amended from time to time, and any and all addenda and riders thereto. To the extent that any of the terms or provisions of this Service Agreement conflict with those contained in the Deposit Agreement, the terms and provisions contained in the Service Agreement shall control. To the extent that any of the terms or provisions of the Service Agreement conflict with those contained in any User Materials, the terms and provisions contained in the User Materials shall control.

1. Description of Services. The TaxDirect Service is a tax deposit service allowing approved customers to use touch-tone telephone, Internet, PC or live-operators to initiate Federal and State tax deposits (the "Service").
2. Conditions Precedent. Our performance of the Service is conditioned upon (i) your certification that all information provided to Bank in connection with your application for the Service is true and accurate; (ii) your agreement that, if approved for the Service, you will complete all required tax payment forms; (iii) your agreement that Customer is not relying on Bank to provide tax advice; (iv) your agreement that we may rely on any authorization until Bank receives written notice revoking the authorization in a form and at an agreed upon location, and Bank has a reasonable time to act upon it; (v) your furnishing to us all requested data, authorizations, and written instructions at the times and in the manner specified in the User Materials. You further represent and warrant that all necessary and appropriate actions or formalities have been taken to authorize your designated representatives to act for you.
3. Reliance on Customer Data; Consent to Recording. We are entitled to rely on the accuracy of any data furnished by Customer to us. If initiated via touch-tone telephone, Internet or computer, you are responsible for electronically inputting relevant data in accordance with the procedures and instructions established by us from time to time. Such data will subsequently be processed by Bank. If initiated via live-operator, you understand that telephone calls to us related to the Service may be recorded. You consent to all recording of telephone calls related to the Service. Our records of the telephone calls between Customer and Bank shall be conclusively presumed to be accurate.
4. Deposit Account; Sufficient Funds. You agree to maintain with Bank a commercial bank account ("the Account") with sufficient funds to cover all tax deposits and other fees and charges related to the Service. You authorize us to charge the Account for the amount of each tax deposit, as provided to Bank. In the event you fail to maintain sufficient funds in the Account, we shall have no obligation to perform the Service or make any tax deposit for you even if we shall have received instructions to do so. In the event Bank, in its discretion, overdrafts the Account to make tax deposit disbursements, Bank shall not be obligated to do so in the future, regardless of the number of times we shall have previously allowed such overdrafts. Customer shall be liable for the payment of any tax deposit disbursement made by us pursuant to the Service even though there were insufficient funds in the Account at the time the tax deposit disbursement was made.
5. Fees. The amounts due for the Service may be charged to Customer's designated deposit account, or if the designated deposit account has insufficient funds, to any of Customer's deposit accounts. If agreed to between Bank and Customer, the fees and charges for the Service may be charged through account analysis arrangement. If your monthly analysis credits are insufficient to pay the amounts due, absent other written arrangements with us, Customer agrees that we may debit any of Customer's accounts for any and all fees and expenses.
6. Lawful Use. You agree that you shall not (and you shall have appropriate procedures and monitoring in place to assure that your employees and agents do not) use our Services for any purpose that is unlawful, abusive, harassing, libelous, defamatory, obscene, threatening or damaging in any way.
7. Indemnity. You agree that all actions taken by Bank based upon information and data furnished by Customer shall be at your risk. Customer will indemnify and hold the Bank harmless against all liability, loss, damage or expense, including attorney's fees, which Bank may incur by reason of Bank's acting in reliance thereon.

8. No Additional Warranty. EXCEPT AS EXPRESSLY STATED IN THIS SERVICE AGREEMENT, BANK MAKES NO OTHER REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE SERVICE WHATSOEVER INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR AS TO THE ACCURACY, OR FREEDOM FROM ERROR OF THE DATA OR PROGRAMS USED BY OR FURNISHED TO THE BANK BY ANOTHER ENTITY IN CONNECTION WITH THE SERVICE.
9. Notice of Claim. Customer agrees to review, regularly and promptly, all reports, adjustments, charges, entries and other transactions. You shall immediately or, in any event, thirty (30) calendar days following the date that we first mail or otherwise make available to you notification of the transaction ("Notice Period"), notify us of any error or discrepancy between your records and any notice or statement from us, or any transaction or transfer you believe was not authorized. You agree to notify us immediately of any claim you have or any claim that is made to you by a third party, that any of our acts or omissions in connection with any Service has caused you or the third party damage. Please note that you are required to notify us of unauthorized transactions or errors in ACH or wire transactions as soon as possible, and not later than 24 hours after first discovering the unauthorized transaction or error.

If you fail to notify us of discovery within the Notice Period, in the event of our erroneous performance of the Service, you will be liable for all losses (including any loss of interest) up to the amount of any tax deposit, which result from your failure to give us notice or which might have been prevented by giving us notice and, in the event of an unauthorized payment, we will not be liable for any loss of interest which results from your failure to give us notice or which might have been prevented by giving such notice.

Unless otherwise provided in this Service Agreement, if you fail to notify us of any error or discrepancy within 30 calendar days following the day we first mail or otherwise makes available to you a notice, including notice via electronic format, which may be available via the Internet, you are precluded from asserting and waive the discrepancy against us.

10. Liability; Duty to Correct; Limitations of Liability; Statute of Limitations.

Bank is not responsible for any loss, delay, cost or liability which arises, directly or indirectly, in whole or in part, from: (a) your actions or omissions, or those of third parties which are not within our immediate and reasonable control; (b) your negligence or breach of any agreement with us; (c) any ambiguity, inaccuracy or omission in any instruction or information provided to us; (d) any error, failure or delay in the transmission or delivery of data, records or items due to a breakdown in any computer, utility or communications facility; (e) any error or omission, willful or negligent by any third party, including, without limitation, the Service, equipment malfunction, unusually severe weather conditions, accidents, strikes or labor disputes, war, civil unrest, sabotage, fire, explosion, flood, water damage (e.g., from fire suppression systems), or acts of God; (f) circumstances beyond Bank's reasonable control, including delays by third parties; or (g) the application of any government or funds-transfer system rule, guideline, policy or regulation. Bank's performance of its obligations shall be extended to include the period of time that our (or our third party processor, if any) was delayed or prevented from performing their obligations under this Service Agreement by reason of any of the above causes.

If we make an error, upon written notice of the error, to the extent reasonably possible, we will correct the errors promptly.

Bank's liability under this Service, in any event, shall be limited to the amount of penalty actually imposed by a government authority on Customer for failing to make the deposit that was contemplated by the Service on time where any failure to make the payment was solely due to Bank's failure to perform in accordance with the terms of this Service Agreement. We shall not be responsible, under any circumstances for any loss of goodwill or for any special, consequential or indirect damages that you incur in connection with this Service Agreement or the Service. Under no circumstances shall either party be liable for punitive damages.

You acknowledge that our fees for the Service were established in contemplation of: (a) the limitations on its liability set forth in this Service Agreement; and (b) your agreement to review statements, confirmations, reports, and notices promptly, and to notify us immediately of any discrepancies or problems.

Any claim, action or proceeding to enforce the terms of this Service Agreement or to recover for any Services-related loss must be commenced within one year from the date that the event giving rise to the claim, action or proceeding first occurs.

This section shall survive termination of this Service Agreement.

11. No Implied Waivers; Remedies Not Exclusive. No failure by Bank to exercise, and no delay in exercising and no course of dealing with respect to, any right or remedy under this Service Agreement shall operate as a waiver thereof; nor shall any single or partial exercise by us of any right or remedy under this Service Agreement preclude any other or further exercise thereof or the exercise of any other right or remedy. The rights and remedies specified in this Service Agreement are cumulative and are not exclusive of any other rights or remedies provided by law. No course of dealing and no delay or failure of ours, our parent company, affiliates, subsidiaries, agents, successors in interest or assigns in exercising any right, power or privilege under this Service Agreement or any other agreement in connection with these Services shall affect any other or future exercise thereof or exercise of any other right, power or privilege; nor shall any single or partial exercise of any such right, power or privilege preclude any further exercise thereof or of any other right, power or privilege. Our rights and remedies, and those of our parent company, affiliates, subsidiaries, agents, successors in interest or assigns under this Service Agreement or any other documents or instruments pursuant to or in connection with the Services are cumulative and not exclusive of any rights or remedies which any such party would otherwise have.
12. Duty to Maintain Records. Nothing herein shall relieve Customer 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. You shall retain a copy of all of source documents such as, Customer's completed TaxDirect Service Application, any User Materials, the Service Agreement, completed state and federal tax agency authorization forms, tax payment information needed to make each tax deposit, acknowledgment numbers generated after you initiate a tax payment request, and audit information or receipts acknowledging or confirming the payment of Customer's tax deposits. We may but are not required to retain copies of any of the foregoing documents, information or receipts.
13. Service Limited to Customer as User. The Service is for you only and you not provide its access code or personal identification number to any third party.
14. Bank is Service Provider Only. In performing the Service hereunder, we act as a service provider for you. Tax deposit funds are received from you and those deposits shall remain a deposit liability of Bank. The tax deposits are not be trust funds until Bank deposits the same to the credit of the appropriate governmental agency on the tax due date or otherwise makes such funds available to the governmental agency. Tax fund deposits held by us pursuant to the Service do not bear interest and may be invested by us solely for our own benefit, but any such investment shall be at the risk of the Bank. You will be entitled to recover any funds held by us hereunder prior to the time such funds are credited or otherwise made available to the governmental agency if you give us written notice in sufficient time for the Bank to act thereon.
15. Your Agents. Customer assumes sole responsibility for any actions performed on its behalf by its agents or contractors. You agree that Bank has no duty to monitor, detect or report any errors, omissions, or unlawful activities by your agents or contractors. You agree that we may rely on instructions, data, or any documentation provided to us by your designated agents or contractors.
16. Our Agents. In the event that any Service(s) are dependent on our ability to obtain or provide access to third party networks and distribution systems, you and we agree that if the network or system is unavailable or in the event we determine, in our discretion, that we are unable to continue providing third party network or system access, we may discontinue the related Service(s) or may provide the Service(s) through an alternate third party network or system. In any event, we have no liability for the unavailability of the third party network or system.
17. Cutoff Hours. Each Service may have cutoff hours as set forth in various User Materials. In general, transactions initiated or instructions received after the established cutoff hour shall be considered as having been made on our next Banking Day.
18. Funding Limits. In our sole discretion, we may establish a funding limit ("Funding Limit") from time to time with respect to any Service. Bank will have no obligation to you to fund the Service for amounts in excess of available amounts in the Funding Limit. If we institute a Funding Limit, we will notify you. Bank, at any time, may change a Funding Limit.____

19. Proprietary Information. You acknowledge that all User Materials, any software, or systems used in providing the Service and all information relating thereto, are our proprietary properties and have great commercial value to us. Customer acknowledges that Customer acquires no property or proprietary rights in the User Materials or any software system as a result of its use of the Service. You agree to protect the confidentiality of these materials and not to copy, reproduce or distribute to any person any User Materials or software that Bank provides to you, and you agree to destroy, delete or return to us such User Materials or software upon our request or upon termination of your account.
20. Severability. Should any term, condition or provision of this Service Agreement be found to be invalid, illegal or unenforceable, that finding in no way affects the validity or enforceability of the other terms and provisions of this Service Agreement which shall be construed as valid and enforceable as if the invalid and unenforceable term, condition or provision was never a part of this Service Agreement.
21. Training. Bank will provide you with its standard User Materials for the Service. The User Materials contain instructions for using the Service. We will not provide to you or your employees any specialized, customized or individualized training for the Service except in accordance with special arrangements and subject to such fees and charges as we may mutually agree.
22. Termination. Either Bank or Customer may terminate the Service by giving written notice to the other. Any termination shall be effective upon the date specified in the notice. Any termination of this Service Agreement shall not affect any obligations arising prior to such termination. Bank reserves the right to terminate the Service immediately without prior notice. All indemnification obligations of Customer to Bank and obligations of Customer to Bank in relation to transactions occurring or initiated prior to termination of this Service Agreement shall survive termination of the Service Agreement. The provisions of Sections 3, 5, 7, 9, 10, 11 and 19 will survive termination of the Service.
23. Notices. We are entitled to rely on any written notice or other written communication, including facsimile, electronic mail (i.e., email) or other messages delivered in electronic medium if we believe in good faith that the communication is genuine and has been signed or otherwise authenticated by a person designated by you as an authorized representative. Any person designated by an authorized representative in the corporate or company resolutions, signature cards or statement of designated authorized signatories on any of your deposit accounts with us is deemed by us to be an authorized representative for all purposes of your deposit accounts. Customer may add or delete designated authorized representatives in accordance with Bank's established procedures for changing authorized representatives.

All notices to us regarding this Service shall be sent to Bank at:

Bank of the West
Attention: Customer Service Support Unit
1977 Saturn Street
SC-MPK0-1-L
Monterey Park, CA 91755.

Notices to you will be deemed made when delivered orally, electronically, in person, or by mail at the address you designate for your bank statements unless you specify in writing another address for notices.

- 24. Amendments.** We may amend, add, or delete any provision of the User Materials and Service Agreement at any time. Generally, any additions, deletions or other amendments will be posted on the Bank's Website, **www.bankofhtewest.com**. To the extent and in the manner and timeframes required by law, Bank will notify Customer in advance of any changes that affect Customer's rights and obligations. You indicate your acceptance of any change we make by continuing to use the Service after the change becomes effective.
- 25. Governing Law; Submission To Jurisdiction.** EXCEPT AS OTHERWISE PROVIDED UNDER THIS SERVICE AGREEMENT, THIS SERVICE AGREEMENT AND ITS ENFORCEMENT SHALL BE GOVERNED BY THE LAWS OF THE STATE OF CALIFORNIA (without regard to any principles of conflicts of law). In the event of any action by us to enforce this Service Agreement, you agree to pay the costs thereto, including reasonable attorneys' fees and court costs. You hereby submit to the nonexclusive jurisdiction of: the United States District Court for the Central District of California, the United States District Court for the Northern District of California and of the California Superior Courts sitting in the Counties of Los Angeles and San Francisco for purposes of all legal proceedings arising out of or relating to this Service Agreement or the transactions contemplated hereby. You irrevocably waive, to the fullest extent permitted by law, any objection which you may now or hereafter have to the laying of the venue of any such proceeding brought in such court and any claim that any such proceeding brought in such a court has been brought in an inconvenient forum, and you agree that a final judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner