# **SALARY REDUCTION AGREEMENT**

e	Please read information on form before completing and signing			Pay period effective date:			
ploye	Last Name First Name	Middle Initial Da	ate of birth:	Social Security Num	ber		
Part I: Employee	Employee Address	Di	ate of hire:	Number of pay periods per year:			
Par	Employee Email		Employer Name				
•							
	<b>Plan Type:</b> □ 403(b) □ 457(b)* □ 4	.01(a) □ 401(k)	☐ Other:				
	I want to: ☐ New ☐ Change investment	☐ Change amount	☐ Discontinue				
	Employee agrees and acknowledges contributions are subject to annual limits determined under Internal Revenue Code (IRC) Section 402 (g) and 415 (c). Institutions may limit contributions in order to comply with federal law. Employee hereby directs that any contribution in excess of such limits be returned in accordance with the governing legal requirements.						
mation							
Infor							
Part II: Contribution Information	INVESTMENT/INSURANCE PROVIDER NAME AND ADDRESS	ACCOUNT/POLICY NUMBER	EMPLOYEE DEFERRAL DOLLAR AMOUNT	EMPLOYEE ROTH (POST-TAX) DOLLAR AMOUNT	EMPLOYER CONTRIBUTION DOLLAR AMOUNT		
l: Contr							
Part							

**TOTAL PER PAY PERIOD** 

<sup>\*</sup>Age 50 and older catch-up election  $\underline{\text{Not}}$  available for 457(b) Non-governmental Top Hat Plans.

## Part III: Agreement and Important Information

By signing this Agreement, Employee agrees to modify his/her salary as indicated above and Employer agrees to contribute this amount on Employee's behalf into the applicable Plan investments selected by Employee with the proper identification of pre-tax contributions and after-tax contributions to aid in proper allocation to segregated accounts by the Provider(s). It is intended that the requirements of all applicable state and federal tax rules and regulations (Applicable Law) will be met.

### The Employee understands and agrees that this Agreement:

1. Is legally binding and irrevocable with respect to amounts paid or available while it is in effect; 2. May be terminated at any time for amounts not yet paid or available, and that a termination request is permanent and remains in effect until a new salary reduction agreement is submitted; 3. Is effective only for amounts not yet earned or made available in accordance with the Employer's administrative procedures.

#### Employee further agrees that:

He/she may be assessed fees associated with administering the Plan either directly by the product vendor or by payroll deduction. He/she is responsible for determining that his/her salary reduction amount does not exceed the limits of the Applicable Law and is further responsible for the requirement that any after-tax contributions to a Roth option be segregated into a separate account that is separately tracked and monitored.

He/she is responsible for the accuracy of the information provided by Employee, which is used in determining Employee's maximum annual contribution limit; and Employer has no liability for any losses suffered by Employee that result from his/her participation in the Plan.

Employee acknowledges that Employer has made no representation to Employee regarding the advisability, appropriateness or tax consequences of the Plan investment(s) selected by the Employee. Nothing herein shall affect the terms of employment between Employer and Employee.

This agreement supersedes all prior salary reduction agreements and shall automatically terminate if your employment with the Employer is terminated.

### **Important Information**

- 1. Employer does not choose any products in which contributions are invested nor does it endorse, promote or in any way guarantee any investments in the Plan.
- 2. Employees are responsible for setting up and signing the legal documents to establish the annuity contract or custodial account. However, in certain group annuity contracts, Employer may be required to establish the contract.
- 3. In order to receive the expected tax results, Employees are responsible for investing in appropriate products that meet the requirements of the applicable Sections of the Internal Revenue Code.
- 4. Employees are responsible for naming a death beneficiary under the applicable Plan. This is normally done at the time the investment vehicle is established. Beneficiary designations should be reviewed periodically.
- 5. Employees are responsible for all distributions and any other transactions with their service provider. All rights under the investment(s) are enforceable solely by Employee, Employee beneficiary or Employee's authorized representative. Employee must work directly with the service provider to transfer contract(s) or custodial account(s) to another service provider, begin distributions, make loans, or otherwise access Plan assets.
- 6. Employees are responsible for determining that salary reductions do not exceed the allowable contribution limits under Applicable Law. References herein to elective deferral limits are based on the current IRS Limits.

	Employee				
Signatures	I certify that I have read this complete Agreement and that my salary reductions do not exceed contribution limits as determined by Applicable Law. I also certify that I am eligible for the catch up election(s), if selected, under Part 2 above. I understand my responsibilities as an Employee under the Plan, and I request Employer to take the action specified in this Agreement. I understand that all rights under the investment(s) established by me under the Plan are enforceable solely by me, my beneficiary or my authorized representative.				
	Employee Signature	Date: (mm/dd/yyyy)			
	Agent/Representative				
	I hereby acknowledge my responsibility to comply with Employer's written directives regarding solicitation of Employees. I also acknowledge my responsibility to assist the Employee in determining the maximum contribution limits. (Please Print)				
ĕ	Agent/Representative Name	Date: (mm/dd/yyyy)			
Part	Address	Phone			
	Employer				
	Employer hereby agrees to this Salary Reduction Agreement and further agrees to identify both the pre-tax contributions and the after-tax contributions at the time of remittance to the selected Investment or Insurance Provider(s).				
	Signature of Employer Representative	Title			