

# Salary Reduction Agreement for Canton §403(b)(1) and §403(b)(7) Programs

## IMPORTANT NOTICE

Before you sign, Read the important information on the reverse side of this form. Each Employee who initiates or changes contributions to a 403(b) program shall, at such time, provide the Employer with a copy of his/her maximum annual contribution (MAC) as calculated by the Employee's chosen annuity or custodial account provider or any other party acceptable to Employer. For each Employee contributing \$10,000 or more or utilizing the "catch-up provisions" or the special elections allowed by the Internal Revenue Code, a MAC calculation shall be required annually. A copy of such MAC calculation shall be provided to Employer by November 1 of each calendar year in which the "catch-up provisions" or "special elections" are utilized.

### Part 1. Employee Information:

\_\_\_\_\_  
Employee Name

\_\_\_\_\_  
Employee Social Security Number

\_\_\_\_\_  
Employee Address

### Part 2. Contribution Information (Select all that apply)

- Initiate new salary reduction**  
Please deduct the amount of \$ \_\_\_\_\_ or \_\_\_\_\_ % per pay.
- Change salary reduction**  
This is notification to change the amount of my TSA salary reduction from \$ \_\_\_\_\_ or \_\_\_\_\_ % to \$ \_\_\_\_\_ or \_\_\_\_\_ %.
- Change Service Provider**  
This is notification to change my Service Provider (indicate amounts in Part 3) from \_\_\_\_\_ to \_\_\_\_\_
- Discontinue salary reduction**  
Please discontinue my TSA salary reduction with the following Service Provider:  
\_\_\_\_\_
- Employee is utilizing catch-up provision/special elections**

Implementation Date: Salary reduction instructions shall be implemented in accordance with Employer's administrative schedule

### Part 3. Service Provider

\$ or % of Compensation per reduction	Service Provider
1. _____	<u>Oldham Resource Group</u>
2. _____	_____
3. _____	_____
4. _____	_____

### Part 4. Agreement

The above named Employee agrees to modify his/her salary as indicated above. Employer agrees to contribute this amount on Employee's behalf into the annuity or custodial accounts selected by Employee. It is intended that the requirements of all applicable state or federal income tax rules and regulations (Applicable Law) will be met. The Employee understands and agrees to the following:

- 1) this Salary Reduction Agreement is legally binding and irrevocable with respect to amounts paid or available while this agreement is in effect;
- 2) this Salary Reduction Agreement 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; and
- 3) this Salary Reduction Agreement may be changed with respect to amounts not yet paid or available in accordance with the Employer's administrative procedures

Employee is responsible for determining that the salary reduction amount does not exceed the limits as set forth in Applicable Law. Furthermore, Employee agrees to indemnify and hold Employer harmless against any and all actions, claims and demands whatsoever that may arise from the purchase of annuities or custodial accounts for Employees in amounts in excess of contribution limits as defined under Applicable Law except where an MAC was calculated by Service Provider based on accurate information provided by Employee.

**Part 4: Agreement (continued)**

Employee acknowledges that Employer has made no representation to Employee regarding the advisability, appropriateness or tax consequences of the purchase of the annuity and/or custodial account described herein. Employee agrees Employer shall have no liability whatsoever for any and all losses suffered by Employee with regard to his/her selection of the annuity and/or custodial account; its terms; the selection of the insurance company or regulated investment company; the financial condition, operation of or benefits provided by said insurance company or regulated investment company; or his/her selection and purchase of shares of regulated investment companies. 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 Employee's employment is terminated.

**IMPORTANT INFORMATION**

1. Employer does not choose the annuity contract or custodial account in which your contributions are invested.
2. Employees are responsible for setting up and signing the legal documents to establish your annuity contract or custodial account. However, in certain group annuity contracts, the Employer is required to establish the contract.
3. In order to receive the expected tax results, Employees are responsible for investing in annuity contracts or custodial accounts that meet the requirements of Section 403(b) of the Internal Revenue Code.
4. Employees are responsible for naming a death beneficiary under annuity contracts or custodial accounts. This is normally done at the time the contract or account is established. Beneficiary designations should be reviewed periodically.
5. Employees are responsible for all distributions and any other transactions with Service Provider. All rights under contracts or accounts are enforceable solely by Employee, Employee beneficiary or Employee's authorized representative. Employee must deal directly with Service Provider to make loans, transfer to different contracts or custodial accounts, begin distributions, or any other transactions.
6. Employees are responsible for determining that salary reductions do not exceed the allowable

contribution limits under Applicable Law. You are strongly encouraged to have a maximum annual contribution (MAC) calculation performed by the chosen Service Provider.

**Part 5. Employee Signature**

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 understand my responsibilities as an Employee under this Program, and I request that Employer take the action specified in this agreement. I understand that all rights under the annuity or custodial account established by me under the Program are enforceable solely by me, my beneficiary or my authorized representative.

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Date

**FOR SALES AGENT/REPRESENTATIVE COMPLETION**

**Part 6. Acknowledgement and Representation of Sales Agent/Representative**

I agree to comply with all pertinent written directives regarding the solicitation of Employees. I will provide a maximum annual contribution (MAC) calculation for each Employee who initiates or changes contributions. A MAC calculation will be provided annually for Employee contributing \$10,000 or more or utilizing "catchup provisions" or the special elections. Furthermore, I agree to indemnify and hold harmless the Employer, any individual member of the governing board and the Employee participating in the 403(b) Program against any claims based on an error in the MAC calculation that I provided, except where the error is based upon erroneous information provided by Employer or Employee. (Please Print)

Agent Name

Oldham Resource Group

Phone

(203) 847-5300

Address

70 New Canaan Avenue, Norwalk, CT 06850

Signature

\_\_\_\_\_  
Date

**Part 7. Employer Signature**

Employer hereby agrees to this Salary Reduction Agreement.

\_\_\_\_\_  
Employer Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date