# THE

Listens. Leads. Delivers.

PH: 877.544.6664 FAX: 585.672.6194

403(b) SALARY REDUCTION AGREEMENT FORM (SRA) For Tax Sheltered Annuities and Custodial Accounts

#### Please supply the information requested below.

- Read all agreements on this form before submitting.
- Fields having an asterisk notation are required.

#### IMPORTANT NOTICE: Before You Sign, Read All Information on this form:

A Tax Sheltered Annuity ("TSA") is an investment account that is set aside for your retirement (only), and is paid for with "pre-tax" dollars. A Custodial Account ("CA") is the group or individual custodial account or accounts, established for each Employee, by the Employer, or by each Employee individually, to hold assets of the Plan. Unless utilizing the catch-up provisions, your Maximum Allowable Contribution ("MAC") cannot exceed \$17,500 (\$23,000 if age 50 or over). Both TSA & CA receive tax deferred treatment.

#### Part 1: Employee Information

Please check here if you have contributed to another 403(b) or 401(k) plan with another employer this calendar year. If so, please provide the amount of the year-to-date contributions you have made to the other employer's plan: \$ and the name of the

other employer:								
* Social Security Number	First Name:			MI: * Last Na	me:			
*Address:								
* City:		*State:	*Zip:					
* Date of Birth:	^ Phone:		*Email address:					
Part 2: Employer Inf	ormation							
* Full Organization Name	, City and State:					Date of	Hire: (mm/dd/yyyy)	

#### Part 3: Contribution Information

#### **OPTION 1: Recurring Contributions**

WARNING !!! Any new recurring contributions will supercede all current recurring contributions to your employer's 403(b) plan administered by OMNI. If you are currently contributing to multiple service providers under your employer's 403(b) plan, please be sure to list all contributions you wish to continue. Any active 403(b) contributions found in our records, but not listed below WILL BE DISCONTINUED.

#### Also, a contribution may be discontinued by listing it below with an amount of zero.

Please withhold funds from my pay Plan Type Servi	/ for the following 403(b) ice Provider	contributions unti Account #	I further notice: Effective I	Date Amount I	Per Pay OR	Percent Per Pay Period
403(b) ROTH 403(b)						
403(b) ROTH 403(b)						
403(b) ROTH 403(b)						
403(b) ROTH 403(b)						
If you have requested a percentage Your Annual Salary:		ontributions abov / Periods Per Yea				I
Please check here if you are N	OT a full-time employee		Ρ			
<b>OPTION 2: One-Time Contributio</b>	ons (Elective Contributio	ons Only)			After this contribution, any recurring contributions to the	
Plan Type Service Provi	ider Acco	ount# E	Effective Date	Amount	service provider should be:	
403(b) ROTH 403(b)					DISCONTINUED	RESUMED
403(b) ROTH 403(b)					DISCONTINUED	RESUMED
403(b) ROTH 403(b)					DISCONTINUED	RESUMED
403(b) ROTH 403(b)					DISCONTINUED	RESUMED
Please check here if you are N	OT a full-time employee	,		c		

#### **OPTION 3: Participation Opt Out**

I do not wish to participate at this time. I understand that I may participate in the future simply by filling out a new Salary Reduction Agreement form.

#### Part 4: Agreements and Acknowledgements

The above named Employee where applicable, agrees as follows:

- 1. To modify his/her salary reduction as indicated above.
- 2. That his/her Employer transfers the above stated funds on Employee's behalf to OMNI for remittance to the selected Service Provider(s).
- 3. This SRA is legally binding and irrevocable with respect to amounts paid.
- 4. This SRA may be changed with respect to amounts not yet paid.
- 5. This SRA 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 SRA is submitted.
- 6. (a) That OMNI does not choose the annuity contract or custodial account in which your contributions are invested.
  - (b) OMNI does not endorse any authorized Service Provider, nor is it responsible for any investments.
  - (c) OMNI makes no representation regarding the advisability, appropriateness, or tax consequences of the purchase of the TSA and/or CA described herein.
  - (d) (i) OMNI shall not have any liability whatsoever for any and all losses suffered by Employee with regard to his/her selection of the TSA and/or CA, its terms, the selection of any service provider, the financial condition, operation of or benefits provided by said service provider, or his/her selection and purchase of shares by any service provider. Nothing herein shall affect the terms of employment between Employer and Employee.
    - (ii) 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.
    - (iii) The Employer shall not have any liability for any and all losses suffered by an Employee with regard to the selection(s) of any TSA and/or CA, any related terms and conditions, the selection of any service provider, the financial condition, operation of or benefits provided by any service provider or the selection and purchase of shares by any service provider.
- 7. To be responsible for setting up and signing the legal documents necessary to establish a TSA or CA.
- 8. To be responsible for naming a death beneficiary under their TSA or CA. This is normally done at the time the contract or account is established. Beneficiary designations should be reviewed periodically.
- 9. When provided all required information in a timely manner, OMNI is responsible for determining that salary reductions do not exceed the allowable contribution limits under applicable law, and will complete MAC calculations as required by law.
- 10. To contact OMNI and complete the appropriate OMNI forms for any requests for distributions, loans, hardship withdrawals, account exchanges plan-to-plan transfers or rollover contributions. Processing fees for the foregoing transactions may apply.
- 11. This SRA is subject to the terms of the Services Agreement between OMNI and Employer, and to the Information Sharing Agreement between OMNI and the Service Providers, copies of which may be obtained from Employer.
- 12. This agreement supercedes all prior salary reduction agreements and shall automatically terminate if Employee's employment is terminated.

#### Part 5: Employee Signature (Mandatory)

I certify that I have read this complete agreement and that my requested salary reduction(s), if in excess of my base limit, represent(s) my wish to utilize any catch-up provisions for which I may be eligible. I further certify 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 TSA or CA established by me under the Plan are enforceable solely by my beneficiary, my authorized representative or me.

## **Employee Signature:**

•			
•			

Date

### Part 6: Acknowledgement and Representation of Sales Agent/Representative (If Applicable)

I agree to comply with all pertinent written directives regarding the solicitation of Employee. A calculation of maximum allowance will be provided annually for Employee contributing more than \$17,500 (\$23,000 if over 50) or utilizing the "catch-up provisions". Furthermore, my employer (name) agrees 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 I provided, except where the error is based upon erroneous information provided by Employer or Employee. Additionally, I will notify OMNI regarding any distributions or loans to participants.

Sales Agent/Representat	ive Name:	Phone:				
Address:						
Signature:		Date:				
Part 7: Employer Ackr	nowledgement (If Applicable)					
Salary:	# of TSA/CA Pay Periods:	Effective Payroll Date:				
Employer Name & Title:						
Employer Signature:		Date:				

### Please return this agreement to The OMNI Group, unless otherwise advised by your employer:

The OMNI Group

Water Tower Park • 1099 Jay Street, Building F • Rochester, NY 14611

Toll Free: (877) 544-OMNI ® • Fax: (585) 672-6194

#### Please visit our website at www.omni403b.com

© 2013 All rights reserved. No part of this SRA may be reproduced or transmitted in any form or by any means, electronic or mechanical, including photocopy, recording, or any information storage and retrieval system, without permission in writing from The OMNI Group. Requests for permission to reproduce content should be directed to serviceinfo@omni403b.com.

mm and OMNI ® are registered service marks of OMNI Financial Group, Inc. d/b/a The OMNI Group