

Agreement

By signing the Agreement, Employee agrees to modify his/her salary as indicated above and Employer agrees to contribute this amount on Employee’s behalf into the 403(b) annuity(ies) or custodial account(s) selected by Employee and authorized by the Employer properly identifying pre-tax contributions and post-tax Roth 403(b) contributions for proper allocation to segregated accounts by the Service Provider(s). It is intended that the requirements of all applicable state and federal tax rules and regulations (Applicable Law) will be met. 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; however, is effective only for amounts not yet earned or made available.
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.

Read Before You Sign:

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, if selected. I understand my responsibilities as an Employee under the 403(b) plan, and I request Employer to take the action specified in this Agreement. I understand that there may be an excess contribution to my 403(b) if I also own more than 50% (“control”) of another business. In such event, the maximum contribution to all plans that I control and my 403(b) accounts or annuities for 2016 may not exceed \$53,000 (if I am under age 50) and \$59,000 (if I am 50 or older by the end of 2016). I understand that my Employer is responsible for knowing that I may control another business and I understand that I must notify my Employer that I have control of another business to ensure that I have not exceeded this maximum amount of contribution.

Check here if you control another consulting or other business or company.

I understand that all rights under the annuity(s) or custodial accounts established by me under the 403(b) plan are enforceable solely by me, my beneficiary or my authorized representative. I also understand that no later than January 1, 2009, my Employer will have a 403(b) Plan in place that will require my Employer, or their designee to authorize certain distributions and loans, and that it will not be solely my responsibility to authorize such transactions. By signing the Agreement, I authorize any Service Provider, or their delegatee to provide information on my Account to Employer or another Service Provider if such information is necessary for compliance purposes or to effectuate such transactions as I may request.

In the event that the Reduction has not been funded for 60 consecutive days, the Reduction may be stopped by the employer. A new Salary Reduction Agreement must be completed to restart the Reduction. Reductions suspended due to hardship withdrawals will not be automatically restarted.

Employer hereby agrees to identify both the pre-tax contributions and the after-tax contributions at the time of remittance to Bay Bridge Administrators.

Neither your employer nor Bay Bridge Administrators certifies or endorses any 403(b) Service Provider.

Employee Signature

Agent / Signature

Employee Name (Print)

Agent / Broker Name (Print)

Employee Email Address

Agent / Broker Phone Number

Date of Employee Signature

Agent / Broker Email Address

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