

Salary Reduction Agreement

403(b) Retirement Plan

Return to your employer when completed.

PARTICIPANT INFORMATION

Participant name: _____ Social Security number (last four digits): _____

Birth date: ____/____/____ Marital status: Married Single Daytime telephone: (____) _____

Home address: _____

City: _____ State: _____ ZIP Code: _____ Email: _____

PARTICIPANT ELECTION

This agreement is made between the participant and the employer. Any change to this agreement must be filed in accordance with procedures established by the employer.

I, the undersigned participant, hereby elect to:

Pre-Tax contributions

- Defer from my salary on a pre-tax basis _____ (percentage or dollar amount) of compensation (not to exceed applicable legal limitations).
- Cease my tax-sheltered deferral contributions.

Tax-paid contributions

- Deduct from my salary on an after-tax basis _____ (percentage or dollar amount) of compensation (not to exceed applicable legal limitations). I understand that the amount of such deduction, pursuant to this election, will be withheld from my paychecks and paid by my employer into my account in the plan.
- Cease my after-tax contributions.

EFFECTIVE DATE

- Make the effective date of this agreement the first day of the next pay period.
- Make the effective date of this agreement as of: ____/____/____. (Date must be prospective.)

PARTICIPANT SIGNATURE

I understand the amount of such reduction, pursuant to this election, will be withheld from my paychecks and paid by my employer into my account in the plan. I understand (1) my election regarding tax-sheltered deferrals is irrevocable once the employer withholds the deferrals from my paycheck; and (2) any change of election regarding tax-sheltered deferrals is effective only for deferrals from paychecks I receive after the plan administrator accepts my change of election. I further understand that written notice must be given before the effective date of any modification. This election will remain in effect until I revoke it in writing, take a hardship distribution, or until I complete a new *Salary Reduction Agreement*.

Participant signature: _____ Date: ____/____/____

EMPLOYER SIGNATURE

Employer signature: _____ Date: ____/____/____

Employer name: _____ Plan name: _____

DO NOT SEND TO FIDELITY

You and an appropriate business officer of your employer should sign the *Salary Reduction Agreement*. Keep a copy of the agreement with your tax records. Your employer should keep the original agreement. **DO NOT** send the agreement to Fidelity or the Internal Revenue Service.

Information about the Salary Reduction Agreement

Use of form

You may use this form to: (1) make an initial *Salary Reduction Agreement*, (2) change the amount of your existing retirement contributions or (3) stop your retirement contributions.

General information

Your *Salary Reduction Agreement* is a written, legally binding agreement between you and your employer. It is an agreement whereby you direct your employer to reduce compensation not yet currently available (referred to as “your salary”) by a specific percentage or amount. Your employer then sends this amount to the plan or plans specified in the agreement as a tax-sheltered contribution or an irrevocable Roth after-tax elective deferral contribution to your account in accordance with Section 403(b) of the *Internal Revenue Code* (“Code”). Your employer may also make contributions to the plan in addition to your contributions.

You may change the percentage or amount of your *Salary Reduction Agreement* at any time for compensation not yet currently available. Your current *Salary Reduction Agreement* will continue until you sign a new *Salary Reduction Agreement*.

For most people, it is wise to designate contributions as a percentage of salary rather than a fixed dollar amount. If your salary increases during the year, your contributions will increase automatically without having to make a new agreement.

You may cancel your *Salary Reduction Agreement* at any time with respect to compensation not yet currently available.

Limitations on contributions

The Code limits the amount of contributions that you may make each calendar year. Failure to comply with the Code Section 402(g) limit on tax-sheltered contributions and/or Roth elective deferrals may disqualify the tax-favored status of your account. Tax-sheltered contributions or Roth elective deferrals that meet the requirements of Code Section 414(v) are not counted for purposes of determining the Code Section 402(g) limit. Once tax-sheltered contributions and/or Roth elective deferrals in a calendar year reach the Code Section 402(g) limit, subsequent tax-sheltered contributions and/or Roth elective deferrals will be treated as contributions under Code Section 414(v), to the extent the requirements for that section are met. Fidelity can assist you in determining your annual maximum contribution limits. This is particularly important if you coordinate your contributions with your employer’s fiscal budget year or participate in more than one plan.

Execution of the agreement

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