

457 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.

457

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 \$22,500 (\$30,000 if age 50 or over) in 2023. Both TSA & CA receive tax deferred treatment.

Part 1: Employee Information

- ☐ Check here if you have contributed to another 457 plan offered by another employer in the current calendar year. **NOTE: Do not check this box if you have only contributed to the 457 plan associated with this SRA.** If so, please provide the amount of the year-to-date contributions you have made to the other plan(s):
\$ _____ and, if applicable, the name of the other Plan: _____

* Social Security Number: _____ * First Name: _____ MI: _____ * Last Name: _____
* Address: _____
* City: _____ * State: _____ * Zip: _____
* Date of Birth: _____ * Phone: _____ * Email address: _____

Part 2: Employer Information

* 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 supersede all current recurring contributions to your employer's 457 plan administered by OMNI. If you are currently contributing to multiple service providers under your employer's 457 plan, please be sure to list all contributions you wish to continue. Any active 457 contributions found in our records, but not listed below **WILL BE DISCONTINUED**.

If you simply wish to discontinue a contribution, fill in an amount of zero.

Please withhold funds from my pay for the following 457 contributions until further notice:

Plan Type	Service Provider	Account #	Effective Date	Amount Per Pay	OR	Percent Per Pay Period
☐ 457 ☐ ROTH 457	_____	_____	_____	_____		_____
☐ 457 ☐ ROTH 457	_____	_____	_____	_____		_____
☐ 457 ☐ ROTH 457	_____	_____	_____	_____		_____
☐ 457 ☐ ROTH 457	_____	_____	_____	_____		_____

If you have requested a percentage amount for any of the contributions above, please supply:

Your Annual Salary: _____ Number of Pay Periods Per Year: _____

☐ Please check here if you are NOT a full-time employee

OPTION 2: One-Time Contributions (Elective Contributions Only)

Plan Type	Service Provider	Account #	Effective Date	Amount	
☐ 457 ☐ ROTH 457	_____	_____	_____	_____	☐ DISCONTINUED ☐ RESUMED
☐ 457 ☐ ROTH 457	_____	_____	_____	_____	☐ DISCONTINUED ☐ RESUMED
☐ 457 ☐ ROTH 457	_____	_____	_____	_____	☐ DISCONTINUED ☐ RESUMED
☐ 457 ☐ ROTH 457	_____	_____	_____	_____	☐ DISCONTINUED ☐ RESUMED

After this contribution, any 457 recurring contributions to this service provider should be:

☐ Please check here if you are NOT a full-time employee

OPTION 3: Participation Opt Out

☐ I do not wish to participate at this time. I understand that I may participate in the future 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. That some service providers may take administration fees from your 457(b) account.
10. 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.
11. To contact OMNI to start the process on any requests for loans, hardship withdrawals, account exchanges or plan-to-plan transfers.
12. 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.
13. This agreement supersedes 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 I will notify OMNI in the event I begin contributing to another 457(b) plan. 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 (Not Required to Submit SRA)

I agree to comply with all pertinent written directives regarding the solicitation of Employee. In the event I provide OMNI with an Employee's date of birth ("DOB"), I acknowledge and agree that I must provide accurate information based on documentation provided to me by the Employee. Furthermore, I understand that any DOB information I provide to OMNI is utilized by OMNI to calculate the Employee's Maximum Allowable Contribution limits, which must be accurate to keep the Employer's plan in compliance with IRS regulations. All indemnification or other responsibility for a claim or demand arising from an error in employee DOB I provide will be governed by the Information Sharing Agreement between my employer and OMNI.

Sales Agent/Representative Name: _____

Phone: _____

Email: _____

Signature: _____

Date: _____

☐ I wish the above named agent to be copied on all e-mail communications sent to the plan participant, including certificate(s) of approval, which may be associated with this transaction.

Part 7: Employer Acknowledgement (If Applicable)

Salary: _____

of TSA/CA Pay Periods: _____

Effective Payroll Date: _____

Employer Name & Title: _____

Employer Signature: _____

Date: _____

Please return this agreement to Omni Financial Group, Inc., unless otherwise advised by your Employer:

Omni Financial Group, Inc.

220 Alexander Street, Suite 400 • Rochester, NY 14607

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

Please visit our website at www.omni403b.com

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