



# SALARY DEFERRAL AGREEMENT

**Plan Name:** \_\_\_\_\_

## Participant Information

Name \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Social Security Number \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_ Check one:  New Agreement  Change

## Plan Provisions

As a participant in the Plan, I understand that the Plan permits me to defer a portion of my compensation. The amount that I elect to defer will be withheld from my paycheck and be paid by the employer into the Plan on my behalf. This Agreement remains in effect until you revoke or modify it. Modifications to the Agreement are permitted only at the times listed in your Summary Plan Description. You are also permitted to revoke your Agreement at any time during the Plan Year.

The law imposes a dollar limit on the amount you may defer in any calendar year. This amount may be adjusted annually to reflect cost-of-living increases announced by the IRS. Any questions regarding this election should be directed to the Plan Administrator. The Plan also permits you to make "catch-up" contributions if you are, or will be, at least age 50 during a calendar year. These are additional amounts that you may defer, up to an annual limit imposed by law, regardless of any other limits imposed by the Plan.

## Deferral Election

In accordance with the terms of the Plan and this Agreement, I hereby authorize the Employer to withhold from compensation (and treat as my deferrals) the following amount:

- \_\_\_\_\_% of my compensation
- \$\_\_\_\_\_ per pay period
- Special election for bonuses: \_\_\_\_\_% from any bonuses paid to me.
- Zero. I understand that I may elect to defer my pay at a later date as permitted by the Plan.

**Duty to Review Pay Records.** I understand I have a duty to review my pay records (pay stub, direct deposit receipt, etc.) to confirm the Employer has properly implemented my salary deferral election. Furthermore, I have a duty to inform the Plan Administrator if I discover any discrepancy between my pay records and this Salary Deferral Agreement. I understand the Plan Administrator will treat my failure to report any withholding errors for any payroll to which my Salary Deferral Agreement applies, by the cut-off date for the next following payroll, as my affirmative election to defer the amount actually withheld (including zero). However, I thereafter may modify my deferral election prospectively, consistent with the Plan terms.

EXECUTED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Participant

\_\_\_\_\_  
Employer